

CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS
WILLIAM A. BOWES, COMMISSIONER
L. H. ROSENTHAL, CITY ENGINEER



STREETS - SEWERS -
BRIDGES &
STRUCTURES

applying to

SPECIFICATIONS



FOREWORD

The specifications contained herein have been developed around the following outline:

SEC. A NOTICE TO CONTRACTORS

A short notice with a brief resume of the major quantities involved.

SEC. B INSTRUCTIONS TO BIDDERS

Items that would only be of interest prior to the contract execution.

SEC. C PROPOSAL

Itemized bid proposal to be signed prior to submittal.

SEC. D SPECIAL SPECIFICATIONS

Special clauses supplemental to the Plans, General Conditions and General Construction Details, setting forth requirements peculiar to the specific work included in any particular contract or project.

SEC. E GENERAL CONDITIONS

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SEC. F GENERAL CONSTRUCTION DETAILS

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SEC. G, PLANS

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Roland #

Deck 5

Frv T

Study and make notes on separate
sheet regarding adaptability to our needs

By April 9

A

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NOTICE TO CONTRACTORS

SECTION A

No proposal will be considered unless accompanied by a certified check, cashier's check or bid bond payable to the City of Portland, Oregon, for an amount at least equal to ten per cent (10%) of the aggregate amount of the proposal to be forfeited as fixed and liquidated damages should the bidder neglect or refuse to enter into a contract and provide a suitable bond for the faithful performance of the work in the event the contract is awarded to him.

Each proposal must be upon the regular blank forms furnished with the specifications.

Plans, specifications and other documents required for bidding may be inspected at the office of the Purchasing Agent and copies may be obtained by prospective bidders upon deposit of \$25.00 per copy, which amount will be refunded when the documents are returned in good condition before the bids are opened. Subcontractors and suppliers of materials will not be considered bona fide bidders, nor entitled to obtain plans and specifications.

Major items of work included under this contract include: Laying approximately 8,000 lineal feet of sewer pipe varying from 30 inches to 27 inches in diameter; 15,000 cubic yards of classified excavation; and 32 concrete manholes.

Sealed proposals for the construction of the Tryon Creek Interceptor Sewer Unit No. 2 will be received at the office of the Purchasing Agent, Room 209, City Hall, Portland 4, Oregon, until _____, 1962, and thereafter will be publicly opened and read.

NOTICE TO CONTRACTORS

-- 00 --

UNIT NO. 2

TRYON CREEK INTERCEPTOR SEWER

-- 00 --

RIVER POLLUTION CONTROL PROJECT

-- 00 --

CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

Date of first publication _____ 19__.

Date of last publication _____ 19__.

Purchasing Agent

By order of the City Council, _____, 19__.

The right is reserved by the City to reject any or all bids in whole or in part.

Attention is called to all provisions of Oregon Revised Statutes, Chapter 279, and the Public Works Code of the City, including prequalification requirements.

Sample

INSTRUCTIONS TO BIDDERS

SECTION B

Proposals received after the scheduled closing time for filing bids, as set forth in the Notice to Contractors, will be returned to the bidder unopened, unless such closing time is extended by the City or unless, if such bid was sent through the mail, a legible postmark cancellation shows

2 c. LATE PROPOSALS

A proposal may be withdrawn on written or telegraphic request of the bidder received prior to the scheduled closing time for filing bids. Negligence on the part of the bidder in preparing his proposal confers no right to withdraw his proposal after the scheduled closing time for filing bids.

2 b. WITHDRAWAL OF PROPOSAL

Unless otherwise specified, bidders shall bid on all bid items included in the proposal and the low bidder shall be determined as noted in "Basis of Award" Section B, Subsection 10.

All proposals must be on the form furnished by the City, and in addition to the necessary unit price items and total prices in the column of totals to make a complete bid, all applicable blanks giving general information must be filled in and the bid signed by the Contractor or a duly authorized agent. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a proposal embracing alternative bids.

All proposals must be clearly and distinctly typed or written with ink or indelible pencil without any erasures or changes, and any erasure or change may invalidate the proposal.

Proposals and bid bond, certified check or cashier's check shall be enclosed in a sealed envelope and labeled and addressed as required in the Notice to Contractors and filed as required therein. The plans and specifications must be returned with the proposal.

2. a. FORM OF PROPOSAL

2. PROPOSAL

The deposit for the Plans and Specifications will be refunded only when the documents are returned in good condition before the bids are opened. Subcontractors and suppliers of materials will not be considered as bona fide bidders, nor entitled to obtain plans and specifications.

1. DEPOSIT

INSTRUCTIONS TO BIDDERS

SECTION B

Bidders must satisfy themselves regarding and determine for themselves

5. EXAMINATION OF SITE AND CONDITIONS

Bidder shall state whether he is doing business as an individual, a co-partnership or a corporation, and, if incorporated, in what state, and, if a co-partnership, shall give the names of all partners; the person signing on behalf of a corporation or a co-partnership shall state his position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

4. ORGANIZATION

Each proposal must be accompanied by a corporate surety bond, certified check or cashier's check payable to the City Treasurer for an amount not less than ten per cent (10%) of the total amount of the bid. If a bid bond is submitted in lieu of a certified check, such bid bond shall be on the form provided with these Specifications. Such check or bid bond shall be forfeited to the City as liquidated damages in case the bidder fails or refuses to enter into a contract and furnish a satisfactory bond within ten (10) calendar days after tender of form of contract by the City. All such checks or bid bonds may be retained by the City of Portland for a period of at least thirty (30) days from and after the date when the City tenders a form of contract for execution to the successful bidder.

3. BID GUARANTEE

Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated and received prior to the scheduled closing time for filing bids. However, a modification which is received from an otherwise successful bidder and which makes the terms of the bid more favorable or advantageous to the City will be considered at any time it is received and may thereafter be accepted. To be effective every modification must be made in writing over the signature of the bidder.

2 e. MODIFICATION OF PROPOSAL

Except as may be provided otherwise herein, proposals which are incomplete, or fail to cover all items of the Plans or Specifications, may be rejected.

2 d. ALTERATION OF DOCUMENTS

the time of mailing to be such that normal mail delivery time would have provided delivery to the City prior to the scheduled closing time for filing bids, and such proposal is received before the award has been made.

If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Specifications or that the Specifications are not definite and clear, the Bidder may make written inquiry regarding same to the Engineer at least five (5) days before the scheduled closing time for filing bids. Then if, in the opinion of the Engineer, additional information or interpretation is necessary, such information will be supplied in the form of an addendum which will be delivered to all individuals, firms and corporations who have taken out Specifications and such addendum shall have the same binding effect as though contained in the main body of the Specifications. Oral instructions or information concerning the Specifications or the project given out by city officers, employees or agents to prospective Bidders shall not bind the City.

8. ADDENDA TO PLANS OR SPECIFICATIONS

Bidders must include in their bid prices the entire cost of each item of the work set forth in the proposal, and it is understood and agreed that there is included in each lump sum or unit price bid the entire cost of materials and labor incidental or necessary to the completion of that portion of the work covered, unless such incidental work is expressly included in other lump sum or unit price bids in the proposal.

7. BID PRICES TO COVER ENTIRE WORK

The estimate of quantities of work to be done under the Specifications in unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of contract. The City does not be implication agree that the actual amount of work will correspond precisely to the amount as shown or estimated. Payment will be made at unit prices under a contract, only for work actually performed or materials actually furnished according to actual measurement.

The City reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the contract nor shall such change invalidate any of the provisions thereof.

6. AMOUNT OF WORK TO BE DONE

all the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site, the Plans and Specifications and by such other means as they may choose. It is understood and agreed that information as to underground or other conditions or obstructions indicated in the Plans or Specifications has been obtained by the City from data at hand. There is no express or implied agreement that such conditions are fully or correctly shown and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

While price extensions are required as a matter of convenience, in event of error in extensions, the unit prices bid shall govern. In the event of discrepancy between the written and numerical amounts, the written prices will govern.

The award will be made by the City Council to the lowest responsible bidder. In determining the lowest responsible bidder, the City will take into account, among other factors, the prices bid, discounts if any, the time of completion or delivery proposed, as between equal bids, the relative merits and performance of any item specifically proposed by Bidder, any variation in maintenance and guaranty period specifically proposed by Bidder in excess of any minimums specified, the realistic balance of prices in the proposals for various parts or units of the work and the experience and ability of the Bidder to perform the work.

10. BASIS OF AWARD

Time shall be considered the essence of the contract. If the Contractor fails to complete the project or to deliver the supplies or perform the services within the time specified in this contract or any extension thereof by the City Council, the actual damage to the City for the delay will be substantial but will be difficult or impractical to determine, and, therefore, in lieu thereof the Contractor shall be charged and will pay to the City as fixed, agreed and liquidated damages for each and every calendar day of delay, the sum of \$100 or such other amount as may be set forth as liquidated damages in the Special Specifications. Extensions of time will be allowed only under the circumstances set forth in Section F, subsection 2 of the Specifications (General Conditions).

9. LIQUIDATED DAMAGES

Any addendum or addenda issued by the Engineer, which may include changes, corrections, additions, interpretations or information, and issued forty-eight (48) hours or more before the scheduled closing time for filing bids, shall be binding upon the bidder and his bid is conclusively presumed to have taken such addendum or addenda into account. City will send copies of such addenda to all contractors who have obtained copies of the Plans and Specifications for the purpose of bidding thereon, but failure of Contractor to receive or obtain such addenda shall not excuse him from compliance therewith if he is awarded the contract.

Attention of bidders is called to the requirements of Oregon Revised Statutes, Chapter 279, relating to prequalification of bidders on public contracts, and to Article 4 of the Public Works Code (Ordinance No. 76971)

13. PREQUALIFICATION OF BIDDERS

This section shall not apply where such preference constitutes an interference or conflict with federal statutes or regulations.

When a project involves the use of non-metallic mineral construction material or materials except cement, sand, gravel, crushed rock and plaster, and if said materials are or can be produced in Oregon, the bidder shall submit alternate bids covering use of such Oregon materials and use of materials from outside the State, if bidder proposes to use such materials from outside the State, in accordance with ORS 279.040.

Contractor must use Oregon produced or manufactured materials with respect to common building materials such as cement, sand, crushed rock, gravel, plaster, etc., in all cases where bid prices of such materials are no greater than those of similar materials produced or manufactured outside the State, in accordance with ORS 279.038.

12. OREGON PRODUCTS

The Bidder's attention is called to the requirements of Oregon Revised Statutes Chapter 279 and to the provisions of Section 5-1801 of the Public Works Code of the City of Portland, Ordinance No. 76971, and the Charter of the City of Portland, with reference to public contracts, public purchasing in general, and to Contractor's proposals.

The successful bidder shall not assign or transfer his contract without the written consent of the City of Portland, and the sureties on the successful bidder's performance bond.

11. LEGAL REQUIREMENTS

The City reserves the right to reject any or all bids, or waive irregularities not affecting substantial rights.

When in the opinion of the Engineer the prices in any unit bid proposal are obviously unbalanced such proposal may be rejected.

Any determination of the lowest responsible bidder and award are subject to review and determination by the City Attorney as to legal sufficiency of any bid submitted.

If the bidder proposes to furnish an item which he claims to be the equal of the brand named, product designated, or manufacturer set forth in the Specifications, he shall supply to the Engineer a full description thereof including pertinent physical, mechanical, electrical and chemical details and a statement explaining the differences between the item being offered and any one of the corresponding brand or specifically named items called for by the Specifications. Such information must be supplied to the Engineer by attachment to the proposal, and the decision of the Engineer concerning the equality asserted by the bidder shall be final and binding upon the bidder.

Whenever a manufacturer's name, brand or item designation is given it shall be understood that the words "or approved equal" follow such name or designation whether in fact they do so or not.

In order to establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified on the plans or herein, by designating a manufacturer by name and referring to his brand or product designation. It is not the intent of these Specifications to exclude other processes, equipment or materials of a type and quality equal to those designated.

14. "OR APPROVED EQUAL" CLAUSE

of the City of Portland relating to forms, statements and other prequalification matters. Bidders are warned to file any prequalification statements required at least ten (10) days prior to the scheduled closing time for filing bids. In the event a prequalification statement has been filed with the City within the current calendar year and a bidder has been accepted as a qualified bidder upon City projects, a review of the previous statement may be made to determine whether a prospective bidder is qualified to bid upon the work under consideration and additional statements may be required. The City reserves the right to reject the proposal of any bidder who has not been prequalified for the class of work involved in the project.

PROPOSAL

SECTION C

The following unit prices bid are submitted with the understanding that the quantities stated are approximate and are used only for comparing bids on a uniform basis and that the prices are independent of the quantities involved.

The undersigned hereby agrees that he will order all material and equipment included under this contract if awarded to him and will commence work within ten (10) calendar days after the date of the contract and that he will complete the work in all respects within one hundred ninety-five (195) calendar days after the contract execution.

In order that the least inconvenience be caused the property owners adjacent to this construction, the undersigned recognizes that time of construction will be of the essence, and that liquidated damages as provided in the contract have been considered in bidding this job. The City reserves the right to reject any and all bids or to waive irregularities if this be to the City's best interest.

The undersigned declares that he has carefully examined the Notice to Contractors, Instructions to Bidders, Specifications, and Plans; that he has made an examination of the site of the proposed work and has made the necessary investigations to determine the conditions to be encountered independently of the indications on the plans, has filed a prequalification statement, and that if this Proposal is accepted he will contract with the City of Portland in the form of contract prepared by the City Attorney to provide, to the extent of his bid, the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials, equipment and labor as specified, called for by the plans, or necessary to perform and complete the work in the manner specified according to the requirements of the City Engineer.

Portland, Oregon

TO THE CITY COUNCIL

_____, 1962

Portland, Oregon

PROPOSAL

UNIT NO. 2

TRON CREEK INTERCEPTOR SEWER

-- ogo --

CITY OF PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

Sample

ITEM

BID EXTENSION

(1) 13,300 cubic yards of trench common excavation and backfilling at the unit price of

dollars and

cents

(\$ _____) per cubic yard

\$ _____

(2) 1,420 cubic yards of trench solid rock excavation and backfilling at the unit price of

dollars and

cents

(\$ _____) per cubic yard

\$ _____

(3) 6,746 lineal feet of 30-inch B&S reinforced concrete sewer pipe class II in place at the unit price of

dollars and

cents

(\$ _____) per lineal foot

\$ _____

(4) 667 lineal feet of 30-inch B&S reinforced concrete sewer pipe class III in place at the unit price of

dollars and

cents

(\$ _____) per lineal foot

\$ _____

(5) 322 lineal feet of 30-inch B&S reinforced concrete sewer pipe class IV in place at the unit price of

dollars and

cents

(\$ _____) per lineal foot

\$ _____

BID EXTENSION

ITEM

(3-5) (Alternate) 7,735 lineal feet of 30-inch reinforced concrete pipe (steel cylinder type) 100 psi working pressure in place at the unit price of

dollars and

cents

(\$ _____) per lineal foot

\$ _____

(6) 146 lineal feet of 27-inch B&S reinforced concrete sewer pipe class II in place at the unit price of

dollars and

cents

(\$ _____) per lineal foot

\$ _____

(6) (Alternate) 146 lineal feet of 27-inch reinforced concrete pipe (steel cylinder type) 100 p.s.i. working pressure in place at the unit price of

dollars and

cents

(\$ _____) per lineal foot

\$ _____

(7) 480 lineal feet of 30-inch pipe encasement in place, less pipe, at the unit price of

dollars and

cents

(\$ _____) per lineal foot

\$ _____

ITEM

BID EXTENSION

Sample

(8) 25 lineal feet of 27-inch pipe encasement in place, less pipe, at the unit price of

dollars and _____

cents _____

(\$ _____) per lineal foot

_____ \$

(9) 20 standard precast concrete manholes complete in place (base depth 7'-0") at the unit price of

dollars and _____

cents _____

(\$ _____) per each

_____ \$

(10) 12 standard monolithic concrete manholes complete in place (base depth 7'-0") at unit price of

dollars and _____

cents _____

(\$ _____) per each

_____ \$

(11) 104 lineal feet depth of standard precast concrete manholes in excess of base depth at the unit price of

dollars and _____

cents _____

(\$ _____) per lineal foot

_____ \$

(12) 49 lineal feet depth of standard monolithic concrete manholes in excess of base depth at the unit price of

dollars and _____

cents _____

(\$ _____) per lineal foot.

_____ \$

of

The name and business address of the surety company which will furnish the required bond is _____

Enclosed herewith is a (Certified Check) (Bidder's Bond) (Cashier's Check) for \$ _____, the same being at least ten (10) per cent of the amount of the proposal, payable to the order of the City of Portland, Oregon, as liquidated damages in case the undersigned should fail or neglect to furnish a performance bond and insurance and execute the contract within ten (10) days after tender of form of contract by City. All such checks or bid bonds may be retained by the City of Portland for a period of at least thirty (30) days from and after the date when the City tenders a form of contract for execution to the successful bidder.

Bidder understands, and agrees that said annual bid bond is intended as compliance with the terms and conditions of the paragraph next following:

(Name of Company) _____ As Surety.

The Bidder has heretofore filed with the City of Portland an annual bid bond for the calendar year _____ covering any and all bids not exceeding the sum of \$ _____, and naming the undersigned bidder as principal, and the _____

Total Extensions (Alternate) \$ _____
Total Extensions \$ _____

(13) 509 cubic yards of sand for pipe bedding in place at the unit price of _____ dollars and _____ cents

(14) 150 cubic yards of bank-run gravel in place at the unit price of _____ dollars and _____ cents

(15) _____ dollars and _____ cents

ITEM

BID EXTENSION

Sample

I hereby certify that the above is a true and correct copy of the original as the same appears in the files of the Department of Public Safety, State of Oregon, at the time of the filing of the same.

I further certify that the above is a true and correct copy of the original as the same appears in the files of the Department of Public Safety, State of Oregon, at the time of the filing of the same.

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_____ DATE 19____

 _____ ADDRESS _____
 _____ TITLE _____
 _____ BY _____

 _____ ALL PARTNERS _____
 _____ LICENSED TO DO BUSINESS IN OREGON _____
 _____ STATE OF INCORPORATION _____
 _____ FORM OF ORGANIZATION _____
 _____ NAME OF BIDDER _____

SPECIAL SPECIFICATIONS

SECTION D

Sample

3. INDEX OF ASTM STANDARDS

When an A.S.T.M. Specification is referred to in the Specifications, it shall be understood to refer to the revised Specifications as noted in the following:

SPECIFICATIONS TITLE CURRENT REVISED EDITION

A-7	Specifications for steel for bridges and buildings	A-7-58T
A-15	Specifications for billet steel bars for concrete reinforcement	A-15-58T
A-16	Specifications for rail steel bars for concrete reinforcement	A-16-59T
A-27	Specifications for mild to medium strength carbon-steel castings for general application	A-27-60
A-42	Specifications for wrought iron plates	A-42-60T
A-48	Specifications for grey iron castings	A-48-60T
A-82	Specifications for cold drawn wire for concrete reinforcement	A-82-58T
A-123	Specifications for zinc (Hot Galvanized) coatings on products fabricated from rolled, pressed and forged steel shapes, plates, bars and strip	A-123-59
A-141	Specifications for structural rivet steel	A-141-58
A-160	Specifications for axle steel bars for concrete reinforcement	A-160-57T
A-162	Specifications for uncoated wrought iron sheets	A-162-60T
A-184	Specifications for fabricated steel bar or rod mats for concrete reinforcement	A-184-37
A-185	Specifications for welded steel wire fabric for concrete reinforcement	A-185-58T

sample	A-207-60T	Specifications for rolled wrought iron shapes and bars	A-207
	A-235-55	Specifications for carbon steel forgings for general industrial use	A-235
	A-252-59	Specifications for welded and seam-less pipe piles	A-252
	A-305-56T	Specifications for minimum requirements for the deformation of deformed steel bars for concrete reinforcement	A-305
	A-339-55	Specifications for nodular iron castings	A-339
	C-4-59T	Specifications for clay drain tile	C-4
	C-7-42	Specifications for paving brick	C-7
	C-12-58T	Recommended practice for installing vitrified clay sewer pipe	C-12
	C-13-57T	Specifications for standard strength clay sewer pipe	C-13
	C-14-59	Specifications for concrete sewer pipe	C-14
	C-25-58	Methods of chemical analysis of limestone, quick lime, and hydrated lime	C-25
	C-32-58	Specifications for sewer brick (made from clay or shale)	C-32
	C-33-59	Specifications for concrete aggregate gates	C-33
	C-40-60	Method of test for organic impurities in sands for concrete	C-40
	C-50-57	Methods of sampling, inspection, packing and marking of quick lime and lime products	C-50
	C-62-58	Specifications for building brick (solid masonry units made from clay or shale)	C-62
	G-76-60T	Specifications for reinforced concrete culvert, storm drain and sewer pipe	G-76

Sample

D-87	Method of test for measuring mortar making properties of fine aggregate	C-87-58T
G-94	Specifications for ready mixed concrete	C-94-58
G-110	Methods of physical testing of quick lime and hydrated lime	C-110-58
G-117	Method of test for amount of material finer than No. 200 sieve in aggregate	C-117-49
G-136	Method of test for sieve analysis of fine and coarse aggregate	C-136-46
G-143	Method of test for slump of Portland cement concrete	C-143-58
G-150	Specifications for Portland cement	C-150-60
G-175	Specifications for air entraining Portland cement	C-175-60
G-200	Specifications for extra strength clay sewer pipe	C-200-59T
G-425	Specifications for vitrified clay pipe joints using materials having resilient properties	C-425-60T
C-443	Specifications for joints for circular concrete sewer and culvert pipe, using flexible, water-tight, rubber-type gaskets	C-443-60T
D-12	Specifications for raw tung oil	D-12-59T
D-13	Specifications for spirits of turpentine	D-13-51
D-25	Specifications for round timber piles	D-25-58
D-79	Specifications for zinc oxide	D-79-44
D-80	Specifications for leaded zinc oxide	D-80-41
D-81	Specifications for basic carbonate white lead	D-81-43

D-82	Specifications for basic sulphate white lead
D-98	Specifications for calcium chloride
D-209	Specifications for lampblack
D-212	Specifications for pure chrome green
D-234	Specifications for raw linseed oil
D-235	Specifications for petroleum spirits (Mineral Spirits)
D-242	Specifications for mineral filler for bituminous paving mixtures
D-261	Specifications for iron blue
D-263	Specifications for chrome oxide green
D-476	Specifications for titanium di- oxide pigments
D-545	Methods of testing preformed expansion joint fillers for concrete (Nonextruding and re- slient types)
D-561	Specifications for carbon black
D-597	Specifications for cut back asphalt (rapid curing type)
D-598	Specifications for cut-back asphalt (medium curing type)
D-600	Specifications for liquid paint dryers
D-605	Specifications for magnesium silicate pigment
D-607	Specifications for mica pigment
D-946	Specifications for asphalt cement for use in pavement construction

Sample

D-977	Specifications for emulsified asphalt	D-977-57
D-1751	Specifications for preformed expansion joint fillers for concrete paving and structural construction (Nonextruding and resilient bituminous types)	D-1751-60T
D-1752	Specifications for preformed expansion joint fillers for concrete paving and structural construction (nonextruding and resilient nonbituminous types)	D-1752-60T
E-10	Method of test for brinell hardness of metallic materials	E-10-60T

INDEX OF AASHTO STANDARDS

When an A.A.S.H.O. Specification is referred to in the Specifications, it shall be understood to refer to the revised Specifications as noted in the following:

M-36	Specifications for corrugated metal culvert pipe	M-36-57
M-67	Specifications for foliage green bridge paint	M-67-54
M-68	Specifications for black bridge paint	M-68-52
M-69	Specifications for aluminum paint	M-69-54
M-70	Specifications for white and tinted ready-mixed paint	M-70-52
M-71	Specifications for red lead and paint made therefrom	M-71-42
M-72	Specifications for red lead ready-mixed paint	M-72-57
M-129	Specifications for mineral iron oxide	M-129-42

SEC. D

- 8 -

Sample

It is the intent of these Specifications that the permanent and working easements shall provide access and working room to the Contractor for the construction of the project; however, at various locations along the route of the project, access roads to the site of the work may be required. The use of public or private property outside of the designated rights of way for storage of materials or spoil, construction of access roads or other usage, must be arranged for by the Contractor and the costs

The easement map will also be available for inspection by prospective bidders at the time of preparing their bids.

The City has prepared a map which shows the actual widths and status of permanent and working easements, as stated above. As the width and location of these easements may vary from property to property, the Contractor shall keep himself informed of the status of easements and shall schedule his work and confine his operations to such easements.

Adequacy of working room provided by easements shall be the responsibility of the Contractor and all costs and expense involved in the Contractor's securing of working room in addition to that provided by easements shall be wholly borne by the Contractor.

The City will obtain permanent easements on the total length of the main interceptor sewer adjacent to Tryon Creek. The width of the permanent easement will be generally twenty (20) feet. Wherever possible a thirty (30) foot working easement will be provided in addition to the permanent easement. The working easement will in most cases be positioned equally about the permanent easement.

4. RIGHTS OF WAY

Testing of pipe sewers as set forth in Section F (General Construction Details) shall not be required for more than twenty (20) per cent of the total lineal footage of sewer in this contract, unless the portion of the line under test fails to meet test requirements, in which case a test of additional length shall be required equaling that of the original section tested in which the rejection occurred and said additional length of sewer tested shall be tested at the Contractor's expense and shall not be included in the twenty (20) per cent specified above. After repairs have been completed on a rejected section of the sewer, the Contractor shall retest this section and shall continue to test and repair same until test requirements have been met, all at the Contractor's expense.

7. TESTS

No part of this sewer shall be covered in the absence of an inspector, and any work so performed shall be deemed in violation of these specifications, and the Engineer may order the same to be uncovered by the Contractor and recovered all at the sole expense of the Contractor.

6. ABSENCE OF INSPECTOR

After consideration of certain test pits, test borings and an intensive study of the Tryon Creek banks and bottom, the City has made an approximate determination of the existing materials which may be encountered during construction. The accuracy of the determination by the City of existing materials is not guaranteed. The approximate determination, exclusive of actual boring and pit logs, is available in the office of the City Engineer for the inspection of the prospective bidder, but bidders are to make their own interpretations of conditions or make any supplemental investigations they may desire.

5. SUBSURFACE CONDITIONS

Involved shall be borne by the Contractor, and all such costs, including rentals, royalties, permits, construction of access roads and other construction which may be involved including restoration to conditions specified; removal of spoil, debris, material, and other such items; legal proceedings and damages, and all other related costs shall, as prescribed above, be borne by the Contractor and shall be considered as included in the unit prices bid for the various items of work in the contract and no additional allowance will be made therefore.

Sample

All work shall be done under a program meeting the approval of the Engineer, which creates a minimum of interruption or inconvenience to vehicular or foot traffic. The degree of interruption to vehicular traffic will be subject to the approval of the Traffic Engineer's Office of the City of Portland or of the Permit Supervisor, Permit Department, Multnomah County, and the bidders should contact said offices prior to submitting bids. Open trenches and excavations shall be provided with barricades of a type approved by the Engineer and which can be seen for a reasonable distance, and at night all work shall be protected by lights. Safety instructions received from the Engineer or

10. TRAFFIC MAINTENANCE AND PROTECTION

Rubber-type gasket joints shall be used for all pipe joints in this contract. Said joints shall conform to the requirements of Section F Subsection 4 of the General Construction Details.

9. PIPE JOINTS

Where both common trench excavation and solid rock trench excavation occur at the same location in the trench, each shall be paid for separately at the respective unit price bid per cubic yard and the sum of the quantities of all classification shall consist of the total quantity of excavation required in said location.

Common trench excavation shall be paid for as set forth in Subsection 1 of the General Construction Details, except that the depth where rock is encountered, will be the vertical distance from the undisturbed ground surface to the top of the rock.

Measurement for solid rock in trench will be computed from the length of solid rock actually cut, the depth from the undercut grade to the top of the rock and the allowable pay width for open trench excavation.

The bid quantities provide for a special classification for solid rock. Solid rock shall be defined as meaning rock occurring in ledges which cannot reasonably be removed by other means than blasting, or solid boulders having a volume in excess of one-half (1/2) cubic yard each. All other materials, including loose rock, decomposed rock, and gravel, whether cemented or uncemented, shall be classified as common excavation.

8. CLASSIFIED TRENCH EXCAVATION

13. REINFORCED CONCRETE PIPE, PRETENSIONED REINFORCEMENT (steel cylinder type)

Product specifications for an alternate means of construction.

14. ACCESS TO THE WORK (Federal and/or State Aid Projects)

The contractor shall provide access to the work for representatives of the State of Oregon as well as the Federal Government for inspection of the progress of the work, the methods of construction and for any inspection required by the officials of the State of Oregon or the Federal Government.

15. ANTI-KICKBACK PROVISIONS

(Federal regulations for Federal Aid Projects)

16. OREGON PRODUCTS EXCLUSION (For Federal Aid Projects)

The Oregon Products requirements (see also Sec. B Subsection 12) of the Oregon Revised Statutes will not apply to this federal aid project.

17. LABOR STANDARDS (Federal Water Pollution Control Act)

(For Federal Aid Projects)

Notwithstanding any provision contained in these Specifications, the Contractor shall comply with all provisions of the Building Code of the City of Portland with relation to structural sufficiency.

19. BUILDING CODE COMPLIANCE

In any street or sewer improvement within the provisions of the preceding paragraph, a twenty (20) percent retainage shall be substituted for the fifteen (15) percent retainage mentioned in the payment provisions of the General Conditions. (Section # Subsec. 7)

If all or any portion of the project has been designated by City prior to award of contract as a local improvement to be paid for, in whole or in part, by local improvement assessment and the City has created a local improvement assessment district therefor, then it is expressly agreed and the contract is made upon the condition that all provisions of the city charter, charter ordinances and general ordinances shall be applicable notwithstanding any conflicting or inconsistent provisions in these specifications and shall automatically be substituted therefor, and shall be applicable in all matters on which these specifications may be silent.

18. LOCAL IMPROVEMENTS

Sample

GENERAL CONDITIONS

SECTION E

CONTRACT. The written agreement covering the performance of the project, including the advertisement calling for bids, the proposal, plans, specifications, instruction to bidders, contract bonds and all supplemental agreements affecting the project, and change orders in the course of the work.

CITY ENGINEER. The City Engineer of the City of Portland, Oregon, acting directly or through properly authorized agents limited to the particular duties entrusted to them.

CITY ATTORNEY. The City Attorney of the City of Portland, Oregon.

CITY. The City of Portland, Oregon, acting through its duly authorized officials.

BIDDER. Any individual, firm, co-partnership or corporation submitting a proposal in response to the advertisement calling for bids on the work contemplated in the Specifications.

APPROVED EQUAL. A component or process whose use in or on this particular project is approved by the Engineer. (See also Section E Subsection 3b).

- A.A.S.H.O. - American Association of State Highway Officials
- A.C.I. - American Concrete Institute
- A.P.W.A. - American Public Works Association
- A.S.A. - American Standards Association
- A.S.T.M. - American Society for Testing Materials
- A.W.P.A. - American Wood Preservers Association
- A.W.S. - American Welding Society
- A.W.W.A. - American Water Works Association
- N.E.M.A. - National Electrical Manufacturer's Association
- O.R.S. - Oregon Revised Statutes
- O.S.H.D. - Oregon State Highway Department
- W.C.L.A. - West Coast Lumberman's Association
- W.P.C.F. - Water Pollution Control Federation

As used throughout this Contract, the following terms or expressions shall be understood to have the meanings given below:

1. DEFINITION OF TERMS

GENERAL CONDITIONS

SECTION E

CONTRACT COST. The aggregate amount or price promised to be paid by the City to the Contractor upon fulfillment of the contract.

CONTRACTOR. Any individual, firm, co-partnership, corporation or any combination thereof who has or have entered into the contract with the City for this particular project.

DATE OF ACCEPTANCE. The date of official acceptance of the work by the City.

DAY. Calendar day, any and every day shown on the calendar, Sundays and Holidays included.

DEPARTMENT OF PUBLIC WORKS. The Department of Public Works of the City of Portland, Oregon, acting directly or through properly authorized agents limited to the particular duties entrusted to them.

ENGINEER. The City Engineer, Traffic Engineer, or Water Engineer of the City, under whose direction the work will be performed, acting directly or through properly authorized agents limited to the particular duties entrusted to them.

ESTABLISHED GRADE. Official centerline elevations of the pavement surface to which future improvements will be related. Such elevations are established by the authority having legal jurisdiction over such matters.

INSPECTOR. The authorized representative of the Engineer whose instructions and decisions shall be limited to the particular duties and responsibilities entrusted to him in making detailed inspections of any or all portions of the work or materials therefore.

MATERIAL. Any item which is installed in, or incorporated into the project but not including tools, machinery, appliances, bracing or other equipment used to facilitate or accomplish the work.

NOTICE. A written communication delivered by hand or by mail to the authorized individual, member of the firm or officer of the corporation for which it is intended. If delivered or sent by mail it shall be addressed to the last known business address of the individual, firm or corporation. In the case of a contract with two (2) or more persons, firms or corporations, notice to one shall be deemed notice to all.

MUNICIPALITY. Shall include the City of Portland or any other municipal or quasi-municipal corporation affecting the project or the work thereon.

PLANS. The maps, drawings or reproductions thereof, approved by the Engineer, pertaining to the work and provided for and made a part of the contract.

Time shall be considered the essence of the contract, and in the event that the project is not completed within the time limit fixed in the contract or extensions thereof by the City Council, the Contractor shall be charged the liquidated damages fixed in the contract, as provided in Instruction to Bidders, Section B, subsection 9, as the agreed reasonable compensation to the City for the delay and for damages and additional expenses to the City occasioned thereby. The City, however, may grant extensions of time to the extent it finds reasonable and justified when the delay is due solely to causes beyond the control of the Contractor and without any fault or negligence or participation by the Contractor, and such causes shall include court orders enjoining the prosecution of the project, strikes, enemy action, acts of God which shall include unusual action of the elements not reasonably foreseeable by Contractor, or act of the City not authorized by the contract or permitted by law. Such extension shall be granted only if the Contractor has

2. COMPLETION DATE AND EXTENSION OF TIME.

WATER ENGINEER. The Water Engineer of the City acting directly or through properly authorized agents limited to the particular duties entrusted to them.

USE OF PRONOUNS AND GRAMMATICAL CHANGES. As used herein, the singular shall include the plural, and the plural the singular, any masculine pronoun shall include the feminine or neuter gender; and the term "person" includes natural person or persons, firm, copartnership, corporation or association, or combination thereof.

TRAFFIC ENGINEER. The Traffic Engineer of the City acting directly or through properly authorized agents limited to the particular duties entrusted to them.

SUBCONTRACTOR. An individual, firm or corporation acting for or in behalf of the contractor under separate contract with the contractor in the execution of all or any part of the contract with the City. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City.

SPECIFICATIONS. The information, directions, provisions and requirements pertaining to the particular project under the contract and contained in the Special Specifications, General Conditions, General Construction Details and all supplements thereto.

SPECIAL SPECIFICATIONS. Special clauses supplemental to the Plans, General Conditions and General Construction Details, setting forth requirements peculiar to the specific work included in any particular contract or project.

given written notice to the City of the cause of delay within ten (10) days after the beginning thereof and notice to the City of the termination thereof within five (5) days after such termination, and makes claim for such extension prior to the contract completion date. The decision by the City Council of the reasonable term of any extension or denial thereof shall be final.

The Contractor shall check and compare all drawings prior to construction, and shall notify the Engineer of any discrepancies or omissions in order to permit their correction. Co-ordination of drawings and specifications is intended. Labor and materials required for the work if indicated on one and not the other shall be furnished as fully as if mentioned or indicated on both; and should any work or materials be reasonably required or intended for carrying the project to completion which are inadvertently omitted on the plans or specifications, the Contractor shall furnish the same as fully as if particularly delineated or described. It is understood to be the intent of the plans and specifications to show and describe a complete project within the limits stated. In case of conflict

3 c. CONFLICTS, ERRORS AND OMISSIONS.

If the proposal includes a list of equipment, materials, or articles for which the Contractor must name the manufacturer at the time of submission of the bid, no substitutions therefor will be permitted after a proposal has been accepted without the express consent of the City.

If the Contractor desires to furnish items of equipment by manufacturers other than those specified, he shall secure the approval of the Engineer prior to placing a purchase order or furnishing the same.

Whenever a manufacturer's name, brand or item designation is given, it shall be understood that the words "or approved equal" follow such name or designation whether in fact they do so or not.

In order to establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified on the plans or herein, by designating a manufacturer by name and referring to his brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials of a type and quality equal to those designated.

3 b. "OR APPROVED EQUAL" CLAUSE

It shall be the duty of the Engineer to interpret the plans and specifications, and decide the true meaning thereof. Such interpretation shall be in writing if asked for by either party hereto. The decision of the Engineer relating to the plans and specifications, the acceptability of material or equipment, the proper execution of the work, the measurement of quantities, or the quantity, character and classification of material shall be final and binding upon both parties to the Contract. The Engineer may amend or correct any errors or omissions in the plans and specifications when such amendments or corrections are necessary to make definite the intent indicated by a reasonable interpretation of the contract requirements.

3 a. DUTIES OF ENGINEER.

3. INTERPRETATION OF SPECIFICATIONS.

between the requirements set forth in the Special Specifications, the Plans, the General Conditions, or the General Construction Details or between any two or more of them, the following order of precedence shall apply and the requirements of the document having greater precedence shall prevail: (1) Special Specifications, (2) Plans, (3) General Conditions, (4) General Construction Details. However, nothing contained in any of such documents nor in this order of precedence shall limit or revoke the authority of the Engineer as set forth above. Dimensions shown on drawings shall be followed, rather than scale measurements. Whenever it may appear that the contract drawings are not sufficiently detailed or explicit, the Engineer may furnish additional detail drawings or written instructions and the Contractor shall conform his work to such additional details or instructions.

Neither the contract nor any interest therein shall be transferred to any other party or parties without the prior written consent of the City and in case of such attempted transfer without permission, the City may refuse to carry out the contract either with the transferor or the transferee, but all rights of action for any breach of the contract by said Contractor are reserved to the City. No officer of said City, nor any person employed in its service is or shall be permitted any share or part of the contract or is or shall be entitled to any benefit which may arise therefrom. The Contractor shall not assign any of the moneys payable under this contract or his claim thereto without the prior written approval of the City.

4 c. TRANSFER OF CONTRACT AND INTERESTS THEREIN.

The Contractor shall keep himself fully informed of the Charter, Ordinances and regulations, including the Public Works Code of the City and of all Federal and State laws in any manner affecting the project or the performance thereof, and of all orders and decrees of governmental bodies or officials having any authority or jurisdiction over the same. He shall himself observe and comply with and shall cause all his agents, employees and sub-contractors to observe and comply with said Charter and all such ordinances, laws, orders, regulations, laws, and decrees. The Contractor shall save harmless and indemnify the City and all its officers and employees against any claim or liability arising from or based on the violation of said Charter or any such ordinances, regulations, law, order or decree whether by himself, his agents, employees or his sub-contractors.

4 b. LAWS AND REGULATIONS.

At the time of execution of the contract the successful bidder must furnish performance bond or bonds approved by the Mayor and City Attorney of the City in an amount equal to the amount of the contract based upon the estimate of quantities or lump sum as set forth in the Proposal, conditioned upon a compliance with and fulfillment of all the terms and provisions of the contract, plans and specifications, including maintenance, repair and replacement, and all applicable laws, and the prompt payment, as due, to all persons supplying labor and/or material for the prosecution of the work provided for in the specifications.

4 a. PERFORMANCE BOND.

4. LEGAL RELATIONS AND RESPONSIBILITIES.

The Contractor shall take and assume all responsibility for the work. As between him and the City the Contractor shall bear all losses and damages directly or indirectly resulting to him, to the City or to others on account of the character or performance of the work, unforeseen difficulties, accidents or any other cause whatsoever. The Contractor shall assume the defense of, indemnify and save harmless the City, its officers and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from the nature of the work, the performance of the contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations or conduct of the Contractor or any sub-contractor under the contract, or in any way arising out of the contract, irrespective of whether fault is the basis of the liability or claim, and irrespective of whether any act, omission or conduct of the City connected with the contract is a condition or contributory cause of the claimed liability, loss, damage or injury and irrespective of whether the act, omission or conduct of the Contractor or sub-contractor is merely a condition rather than a cause of the claim, liability, loss, damage or injury.

4 e. RESPONSIBILITY OF CONTRACTOR

The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work or payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The City shall not be precluded, or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and his sureties such damages as it may sustain by reason of his failure to comply with the terms of the contract, or from enforcing compliance with the contract. Neither the acceptance by the City, or by any representative or agent of the City, of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

4 d. NO WAIVER OF LEGAL RIGHTS.

The Contractor shall maintain such public liability and property damage insurance as will protect the Contractor and the City from any and

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall not commence work until he has first obtained all insurance required in the contract nor until such insurance has been approved by the City Attorney, nor shall he allow any sub-contractor to commence work until he also has first obtained insurance throughout the life of the contract which will hold the City harmless and shall indemnify the City for any and all losses to third persons or to the City arising out of the Contractor's operations, including any contingent liability arising therefrom.

4 h. INSURANCE

The City shall have the right to let other contracts to be coordinated with this contract. This Contractor shall afford such other contractors reasonable opportunity for introduction and storage of materials and for execution of their work, and shall cooperate with them. Any matters of dispute shall be decided by the Engineer, and his decision shall be binding. If any part of this Contractor's work depends for its proper execution upon the work of any such other contractor, this Contractor shall inspect and promptly report to the Engineer any defects that affect the subsequent work. Failure to do so shall constitute an acceptance of such other contractor's work as fit and proper for the reception and attachment of his own work and equipment.

4 g. OTHER CONTRACTS

The City shall have the right to take possession of and use any completed or partially completed portion of the project, notwithstanding that the time for completing the entire project or such portions thereof may not have expired; but such taking of possession and use shall not be deemed an acceptance of the project or of any part thereof not completed in accordance with the contract. If such prior use increases the cost of or delays the project completion, the Contractor shall be entitled to such extra compensation or extension of time or both, as the City may determine, and the decision of the City Council shall be final and conclusive.

4 f. USE OF COMPLETED PARTS OF THE PROJECT BEFORE ACCEPTANCE

The Contractor shall secure all municipal, County or State permits

4 j. PERMITS AND REGULATIONS

The Contractor shall pay all royalties and license fees; Contractor shall save City free from all loss or damage that may result from the wrongful or unauthorized use of any patented article or process hereunder.

4 i. ROYALTIES AND PATENTS

The Contractor and all his sub-contractors engaged on the project shall provide industrial accident insurance for all persons employed on the work to be done under the contract. This insurance protection shall be carried with the Industrial Accident Commission of the State of Oregon insofar as such protection is available from the Commission. Employees for whom protection is not available from that Commission due to employment on navigable streams or to other cause shall be adequately protected by industrial accident insurance carried with a reliable insurance company or agent licensed to do business in Oregon. Such insurance in amount, form and company shall be subject to approval by the City Attorney.

INDUSTRIAL ACCIDENT INSURANCE

If the contract involves any work or structure which is subject to damage by fire or if any material upon which progress estimates have been allowed are subject to damage by fire, then the Contractor shall obtain, in the name of the City, fire insurance policy with extended coverage in amount, form, coverage and company satisfactory to the City and the premiums upon such policy shall be borne by the Contractor.

FIRE INSURANCE

all claims for damages or personal injury including death, which may arise from operations under this contract or in connection therewith, including all operations of sub-contractors. Unless otherwise required by the Special Specifications, such insurance shall provide coverage for not less than \$100,000 for personal injury to each person, \$300,000 for each accident and \$50,000 for general property damage; such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City and all other governmental bodies with jurisdiction in the area involved in this project, their officers, agents, and employees, and shall further provide that this policy shall not be terminated or be cancelled prior to the completion of this contract without ten (10) days' notice to the Auditor of the City and shall be subject to the approval of the City Attorney.

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care, or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor (1) may or shall have deducted from the wages of his employees for such services pursuant to the terms of Oregon Revised Statutes Chapter 655, and any contract entered into pursuant thereto; or, (2) collected or deducted from the wages of his employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

4 m. EMPLOYER'S CONTRACT FOR MEDICAL CARE OF EMPLOYEES.

No part of the work shall be assigned, transferred, sublet or subcontracted without the prior written consent of the City, and no such written consent shall release the Contractor from any obligation to the City or to persons employed by the sub-contractors, or to those supplying materials to the sub-contractors. In all cases, sub-contractors will be considered by the City merely as foremen employed by the Contractor, and liable to be replaced for incompetency, neglect of duty or misconduct.

4 l. SUB-CONTRACTORS.

The minimum wage to be paid to any employee of a contractor, or a sub-contractor engaged in performance of the public work required in the contract, other than an employee paid on a monthly or per diem basis and specifically exempted by Statute, shall be the prevailing rate of wages paid for the same class of work in the trade or industry in the Portland, Oregon area as required by ORS 279. See also Section E Subsections 7 a. and 7 g. of these General Conditions.

4 k. MINIMUM WAGE.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations, Federal, State or local bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and necessary changes shall be made as provided for in the contract for changes in the work.

or licenses, necessary or incident to the actual performance of the work under this contract, and shall, during its progress, comply with all laws, ordinances and government regulations pertaining to the project.

General requirements for street and sewer improvements contained in Article 7 of Ordinance No. 76971 (Public Works Code of the City) shall apply to all applicable improvements.

4 p. GENERAL REQUIREMENTS FOR LOCAL IMPROVEMENTS.

Whenever work under this project affects or may affect public property owned by or under the jurisdiction of any governmental authority, including governmental subdivision (other than City), agency or district, Contractor agrees to indemnify and save harmless such governmental authority, its officers, agents and employees from any loss, damage or claim of loss or damage to such property or the use thereof, arising from work under this project. Contractor further agrees to supply any bond or insurance and make any special guarantee deposit required by such governmental authority, before beginning any portion of the work which affects or may affect the property of such governmental authority or the use thereof.

4 o. PROTECTION OF OTHER GOVERNMENTAL AUTHORITIES.

Contractor shall make payment promptly, as due, to all persons supplying to him labor or material for the prosecution of work under the project. Contractor shall pay all contributions or amounts due from him to the State Industrial Accident Fund and shall pay to said Fund all amounts due from any subcontractor and remaining unpaid, incurred in the performance of the project. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished. Contractor shall pay to the State Tax Commission all sums withheld from employees pursuant to Oregon Revised Statutes Chapters 315 or 316.

4 n. LABOR, MATERIALS AND LIENS; WITHHELD TAXES.

All tests of materials, appliances, fittings or work completed or in process of completion, required by the Specifications, by City ordinance

5 c. TESTS

The Engineer shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The Contractor shall make application to the Engineer for inspection at least forty-eight (48) hours in advance of starting any work. Inspectors shall be recognized as authorized agents of the Engineer, and their duties shall be to pass upon materials used and direct the construction in conformity to the Specifications. The Authority of any Inspector shall be limited to the particular section of the project assigned to him. Instructions given by the Inspector shall be respected and executed by the Contractor, but no Inspector shall have any power to waive the terms of the contract or the obligations of the Contractor thereunder to furnish good materials or do the work in a thorough and workmanlike manner. Failure or oversight of the Engineer or any Inspector, to condemn defective materials at the time of use, or condemn improper work at the time it is done shall not release the Contractor of his obligations under these Specifications. The Contractor shall tear out, remove and replace the faulty materials or work at no additional cost to the City, upon discovery of the defects and upon receipt of notice from the Engineer to do so. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense. Defective work and materials may be rejected prior to the date of acceptance of the work notwithstanding that such defective work or material has been previously inspected or estimated for progress or partial payment, and progress or partial payment made. Acceptance shall not constitute approval of latent defects or waiver of maintenance requirements.

5 b. INSPECTION

The work shall be done under the direction and to the satisfaction of the Engineer. The Contractor shall do all the work and furnish all labor, materials, equipment, tools and machines necessary for the performance and completion of the project in accordance with the specifications within the specified time.

5 a. WORK TO BE DONE TO SATISFACTION OF THE ENGINEER

5. CONTROL OF PROJECT

or by other law, shall be made under direction of the Engineer by and at the sole expense of the Contractor, who shall repair at his own expense all damage resulting from such tests. When additional tests are required by the Engineer, the Contractor shall furnish all tools, labor and material to make an examination of any work that may be in progress or completed. Cost of such additional examination disclosing faulty work shall be paid for by the Contractor. Should the work prove to be satisfactory any additional examination ordered by the City but not specifically required by the Specifications or law will be paid for by the City as extra work.

The City shall have the right to require, and the Contractor agrees to do extra work over and above that which is indicated by the Plans and Specifications and covered by the unit prices of the contract, but which is logically part of the improvement, arising from reasonably unforeseeable foundation conditions, changed requirements or new information. Such additional work shall be undertaken only upon written instructions from the Engineer.

6 e. EXTRA WORK

The City shall have the right to make such alterations, eliminations and additions in the line, grade, location, or dimensions of the project as it may deem necessary, or as may be required due to reasonably unforeseeable conditions encountered during the progress of the work.

6 d. CHANGES IN PLANS OR QUANTITIES

During the progress of the work, such additional detail drawings as the Engineer may consider necessary will be furnished to the Contractor.

6 c. ENGINEER MAY FURNISH ADDITIONAL DRAWINGS

For any work or unit of the project of substantial magnitude, or requiring special methods, plant or equipment, the Contractor shall, in advance, prepare a layout, program and schedule of operations and shall submit it to the Engineer for approval before beginning operations. The material and construction details of plants, forms, shoring, falsework and other structures built by the Contractor but not a part of the permanent project, shall meet the approval of the Engineer, but such approval shall not relieve the Contractor from responsibility for their safety and sufficiency.

6 b. METHODS, EQUIPMENT AND SCHEDULE

Within ten (10) days after the date of the contract, or such other time as may be fixed by the contract, the Contractor shall commence the work and shall notify the Engineer forty-eight (48) hours in advance of the time and place where such work will be started. If it shall appear to the Engineer that insufficient force is being employed, or if inadequate equipment and methods are used, or if progress is for any reason unduly delayed, he may instruct the Contractor in writing to increase his force or equipment, or adopt improved methods to expedite the work, and the Contractor shall heed and follow such instructions, but conform to the Engineer's instructions shall not relieve the Contractor of any of his responsibilities under this contract.

6 a. COMMENCEMENT AND PROGRESS OF THE WORK

6. PROSECUTION AND PROGRESS OF THE WORK

The Contractor, or his authorized representative, shall give personal attention to the prosecution of the work, and shall be present on the site continually during its progress. If called for in the Special Specifications he shall maintain an office on or adjacent to the site of the project. A complete copy of the Drawings and Specifications shall be kept on or near the site at all times. When the Contractor is not present on any part of the work where it may be necessary to give instructions, orders may be given by the Engineer to the superintendent or foreman who may have charge of that particular part of the project, and such order shall be received and followed. Such directions shall not be deemed to change the status of Contractor or Subcontractor, nor to make the City an employer, nor to give the City direct responsibility for the methods and manner of the work. If any person employed on the project shall refuse or neglect to obey the instructions of the Engineer relating to the work thereon, or shall appear to the Engineer to be incompetent, disorderly, or unfaithful, he shall, upon written request from the Engineer, be at once replaced and not again employed upon any part of the project.

6 i. CONTRACTOR'S REPRESENTATIVE

The Contractor shall make arrangements for adequate sanitary conveniences for the use of all persons employed on the project. These conveniences shall be located and maintained, and, when otherwise not available, specially constructed, all in a manner that is unobjectionable to adjoining property owners and that meets the approval of health authorities. The use of these conveniences shall be strictly enforced. Upon completion of the project any specially constructed conveniences shall be removed from the premises, and such premises shall be left clean and free from nuisance.

6 h. SANITARY CONDITIONS

The Contractor shall be responsible for all expense involved in making any required changes in the Plans or Specifications to accommodate a substitution approved by the Engineer for the convenience of the Contractor or to circumvent an unforeseen difficulty in obtaining a specified article.

6 g. SUBSTITUTIONS

The Contractor shall furnish to the Engineer for general approval, four (4) copies of all layout, detail, shop and working drawings requested by the Engineer. After review and approval by the Engineer, two copies will be returned to the Contractor. It is understood that the approval by the Engineer of the Contractor's drawings is a general approval relating only to their compliance with the intent of the contract, and shall not constitute a waiver of errors, misfits, discrepancies or omissions.

6 f. CONTRACTOR TO FURNISH DRAWINGS

If the Contractor should neglect to prosecute the project properly, or fail or refuse to perform any of the terms or conditions of the contract, the City may, without prejudice to any other remedy, supply or correct any deficiency or defect. Such action by the City shall be taken only after three (3) days' notice by the Engineer to the Contractor and his surety, unless in the judgment of the Engineer an emergency or danger to the work or to the public exists, in which event City action as set forth above may be taken without any notice whatsoever. The cost of such City action

6 m. CITY'S RIGHT TO DO WORK

At least 24 hours before blocking any street, the Contractor shall notify the Chief of the Bureau of Fire.

6 l. NOTICE TO BUREAU OF FIRE

The Contractor shall conduct the project with a proper regard for the safety and convenience of the public. When the project involves use of public ways the Contractor, as required by the Specifications or the Engineer, shall provide flagmen when needed and install and maintain means of free access to all fire hydrants, service stations, warehouses, stores, houses, garages and other property at all times. Private residential driveways shall be closed only with approval of the Engineer or specific permission of the property owner. The Contractor shall not interfere with the normal operation of public transit vehicles unless otherwise authorized. The Contractor shall not unnecessarily obstruct or interfere with travel over any public street or sidewalk. Where detours are necessary, they shall be maintained with good surface and shall be clearly marked. Open trenches and excavations shall be provided with adequate barricades of a type approved by the Engineer which can be seen from a reasonable distance. At night all open work and obstructions shall be marked by lights. The Contractor shall install and maintain all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges and facilities. Safety instructions received from the Engineer or governmental authorities shall be observed, but following of such instructions shall not relieve the Contractor from his responsibility or liability for accidents to workmen or damage or injury to person or property.

6 k. PUBLIC SAFETY AND CONVENIENCE

If Saturday, Sunday, holiday or overtime work is to be performed, the Engineer or his Inspector shall be notified 24 hours in advance.

6 j. NOTIFICATION OF OVERTIME WORK

All terms and conditions of the contract are considered material, and failure by the Contractor to comply with any of said terms or conditions shall, at the option of the City, be deemed a breach of the contract. Upon such failure the City shall have the right, whether an alternative right is provided or not, to declare the contract terminated. The issuance by the City or by the Engineer of an order stating that the contract is terminated, and service of a copy of said order upon the Contractor or and the bonding company, shall be deemed a complete termination of the contract. Upon the contract being so terminated, the City may retain all sums due under the contract and both the Contractor and his sureties shall be liable under his bond for all losses, expenses and damages caused to the City by reason of his failure to complete the contract, and the surety shall be required, at the City option, to complete the project notwithstanding such termination, the Contractor and his sureties shall remain liable under the terms of the contract for work performed prior to such termination.

If the Contractor fails to begin work as required by the contract or if at any time he refuses, neglects or fails, in the judgment of the Engineer to have available on the work a sufficient amount of suitable materials, adequate equipment and a sufficient force of competent workmen to insure completion of the work within the specified time, or if the Contractor fails to make adequate progress in the prosecution of the project so that its completion within the specified time is endangered, or if the Contractor fails to perform the work in good faith, in an acceptable manner, in accordance with the Specifications, or if he refuses, neglects or fails for any reason whatsoever to observe any of the terms and conditions of the contract, or if he abandons the work, the Engineer may give the Contractor written notice specifying the default and requiring its correction. Should the Contractor, for three (3) days after receipt of such notice of default, fail to proceed in accordance therewith to remedy such default, he shall, when so ordered in writing by the City, discontinue or not begin the work, and any or all payments due or that may become due to the Contractor may be withheld by the City until the completion by City or another person of all work included in the contract, and expiration of any maintenance and/or guarantee period.

6 n. TERMINATION OF OR DEFAULT ON CONTRACT

shall be deducted from the payment then or thereafter due the Contractor and the Contractor shall pay to the City any excess of cost over such payment due.

The City may, for good and sufficient reason, suspend temporarily, Contractor's operations on the project or upon any part of it. In the

6 o. SUSPENSION OF WORK

None of the foregoing provisions shall be construed to require the City to complete the work, nor to waive or in any way limit or modify the provisions of the contract relating to the fixed and liquidated damages suffered by the City on account of the failure of the Contractor to complete the project within the time prescribed.

Upon completion of the project under the contract, the Contractor shall be entitled to the return of all his material which has not been used in the work, of his plant, tools, equipment and other property, provided, however, that he shall have no claim on account of usual and ordinary depreciation, loss, wear and tear.

The Contractor shall continue to prosecute to completion all the work from which he has not, as above provided, been ordered to desist, and he shall cooperate with and in no way hinder or interfere with the forces employed by the City or other Contractor or otherwise, to do any designated part of the work as above specified.

After service on the Contractor of such order to desist from work or part thereof, the City may take possession of the project or such designated equipment, materials or other property on the project, none of which shall be removed by the Contractor as long as they may be required for the work, and the City may, by contract or otherwise, provide the supervision of workmen, materials, appliances and equipment necessary for the completion of, and may complete the project or such designated part thereof. The expense so incurred for the completion of the project or part thereof, together with all damages liquidated or otherwise sustained or to be sustained by the City, shall be deducted from the fund or appropriation set aside for the purpose of the contract and shall be charged to the Contractor as if paid to him. In case the amount of such expenses and damages shall exceed the sum which would have been payable under the contract if completed entirely by the Contractor, the amount of such excess shall be paid to the City by the Contractor and both he and his sureties shall be liable to the City therefor; in case the amount of such expenses and damages shall be less than the sum which would have been payable under the contract if completed entirely by Contractor, he shall be entitled only to payment in accordance with the contract terms for the work Contractor actually performed, subject, however, to all the terms of said contract.

The Contractor shall comply with all of the provisions of the laws of the State of Oregon, ordinances of the City, and governmental regulations relating to the employment of labor. Contractor agrees that no person shall be required or permitted to labor more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, in which event, the person or persons so employed for excessive hours shall receive at least time and one-half pay for all overtime in excess of eight (8) hours a day, and for work performed on Saturday and on legal holidays. This subsection does not apply to the employment by any Contractor or foremen, watchmen and timekeepers paid on monthly rate, and this subsection shall not apply to labor performed in the manufacture or fabrication of any material ordered by the Contractor or manufactured or fabricated in any plant or place other than the place where the main contract is to be performed.

6 d. WORKING CONDITIONS

Contractor shall comply with the work preference provisions contained in Section 5-1801 of the Public Works Code of the City as though fully set forth herein, and any violation of the provisions thereof shall render the contract void.

Contractors shall in the performance of contracts, give preference to local labor and before employing non-resident labor shall notify the appropriate Commissioner of said City of his intention to do so, stating in said notice his reasons for employing said non-resident labor. If the Contractor gives preference to non-resident labor the Council may, at its option, terminate this contract and the Contractor shall in such event forfeit all rights hereunder.

6 p. LOCAL LABOR

event of such suspension, the City shall, except in emergency, give the Contractor three (3) days' notice and the work shall be resumed within five (5) days after notice has been given by the City to the Contractor to do so. The City shall allow the Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse him for necessary rental of unused equipment, services of watchmen, and other unavoidable expenses accruing by reason of the suspension without fault of Contractor. The Contractor shall not be entitled to damages, intangible or overhead costs, or anticipated profits arising from such temporary suspension.

The City will provide the rights of way and easements necessary for the work. It shall be the responsibility of the Contractor to obtain information regarding width, status and special conditions attached to particular sections of the rights of way or easements which may be found in the Plans or Specifications, or can be obtained from the Engineer. Special occupancy and use of public ways are subject to permits issued by the

6 u. RIGHTS OF WAY

Contractor must present to the Inspector satisfactory evidence that a permit from the governing authority has been obtained designating each hydrant that may be used for obtaining water for the project before these hydrants may be used. Cost of water and all expense incidental thereto, shall be borne solely by the Contractor unless otherwise noted in the Specifications.

6 t. WATER SERVICE

Any information shown on the plans as to the location of existing water courses, drains, sewer lines or utility lines, which cross or are adjacent to the project, has been compiled from the best available sources, but is not guaranteed to be accurate. The Contractor shall provide for the flow of all sewers, drains or water courses, interrupted by him during the progress of the work, and he shall restore such drains or water courses to the satisfaction of the Engineer. The Contractor shall make excavations and borings ahead of his work, where necessary, to determine the exact location of interfering utilities or services. He shall support and protect private or public utility lines or other services, where necessary, in a manner approved by the Engineer, and Contractor shall be responsible for damage or interruption of service that may be due to his operations. Arrangements must be made by the Contractor with respective owners for moving or maintaining any lines or services which must be cut or moved because of the work. All costs resulting from interferences or obstructions, whether or not herein specifically mentioned, shall be borne solely by the Contractor.

6 s. INTERFERENCE AND OBSTRUCTIONS

Until acceptance of the project, the Contractor shall at all times protect from damage all public property and private property which may be affected by the work and preserve all materials, supplies, equipment of any description, and all work already performed. Contractor shall be responsible for protecting same from the nature of the work, the action of the elements, damage by any person or persons or from any other cause whatsoever.

6 r. PROTECTION OF WORK AND PROPERTY

The Engineer shall set stakes for lines and grades in conformity with the plans and with customary engineering practices for the particular type of work involved, and the Contractor shall not be expected to furnish men or materials for the initial staking of the work. The Contractor shall give forty-eight (48) hours notice to the Engineer when stakes or levels are required upon any part of the work. All stakes, bench marks or monuments shall be carefully protected and preserved, and shall not be changed by the Contractor or any of his employees. If they are required to be replaced unnecessarily, due to carelessness or other reason, the Contractor shall be charged the expense thereof, and the same may be deducted from any payment. After the original staking of the work, if it be necessary to re-place stakes that are unavoidably moved, or to give supplemental stakes or elevations, or to check measurements or elevations previously given, the Contractor shall, for brief intervals, furnish the Engineer with men to assist him in such work.

6 w. LINES AND GRADES

Whenever the project or work thereunder involves the crossing of any railroad line or the encroachment on any railroad right of way, unless otherwise specifically noted in the specifications, the Contractor shall submit a program of his proposed operations within the railroad right of way area which shall be approved by the appropriate railroad officials and the Engineer before the work is started within such area. The Contractor shall pay for services of flagmen and/or watchmen furnished by the railroad company and provide and drive piling, set cribbing, build bridges or tunnels, install enclosing pipe, and do all other work required by the railroad company or necessary for the safety or maintenance of railroad traffic. Contractor agrees to furnish any bond required of the City by the railroad company as a result of such intended operations and agrees to indemnify the City for any and all expenses incurred by the City, and to assume any and all liability or claims thereof imposed on the City as a result of Contractor's operations in the railroad right-of-way area. All costs resulting from interferences, obstructions or liabilities set forth in this subsection, whether or not herein specifically mentioned, shall be borne solely by Contractor.

6 v. RAILROAD RIGHT OF WAY

The use of private property outside of the designated right of way, for storage of materials or spoil, construction of access roads or other usage, must be arranged by the Contractor at his expense.

As a condition precedent to final acceptance of the project, Contractor shall remove all equipment and temporary structures, and all rubbish, waste and surplus materials, and shall grade and level ground surfaces, repair pavements, walks and traveled surfaces, re-establish plantings, and generally clean up the right of way and premises to conform substantially to conditions as they existed before the improvement was made, as the Engineer may determine.

6 y. CLEANING UP

The Contractor shall, without cost to the City, make all necessary repairs and replacements to remedy, in a manner satisfactory to the Engineer, any and all defects, breaks, or failures of the work due to: faulty or inadequate materials or workmanship; disturbances of or damage to City improvements under, within, or adjacent to the work; or settling, washing, or slipping from any cause. When such defects or damages occur within one year following the date of acceptance of the work in any part of the surface work done under the contract, or in adjacent surface improvements not included in the work under this contract, including but not limited to pavements, curbs, walks, tracks, poles, wires, walls, stairways, buildings or other surface structures, the maintenance period required of the Contractor shall, with relation to such required repair, be extended one year from the date of completion of such repair. When such defects or damages occur within two years following the date of acceptance of the work, in any part of the subsurface improvement not included in this contract or in any adjacent subsurface improvement not included in the work under this contract, including but not limited to sewers, drains, culverts, other drainage structures, pipes, valves, conduits, conductors, basements, foundations or other subsurface structures, the maintenance period required of the Contractor shall, with relation to such required repair, be extended two years from the date of completion of such repair.

6 x. MAINTENANCE

It shall not be considered a part of the Engineer's work to provide grade, line or batter boards or to transfer lines and grades from the stakes to such boards, or to measure and lay out the work, or to furnish elevations beyond those initial elevations customarily set by the Engineer.

7. ACCEPTANCE AND PAYMENT FOR WORK.

7 a. PAYMENTS

Payments for all work under the contract will be made at the price or prices bid therefor, and the prices shall include full compensation for all incidental work.

Before any payment is made under the contract for the particular project the Contractor or his surety and every subcontractor or his surety performing work on the project during the period covered by the payment, shall first file with the City Auditor a statement in writing under oath, in form prescribed by the State Labor Commissioner, certifying the hourly rate of wages paid each classification of workmen not exempt by statute, employed by him upon such project and further certifying that no workman employed by him upon such project, has been paid less than the minimum prevailing rate of wage as required by these Specifications. Such certificate shall be supplied by the Contractor and all subcontractors who have performed any work on the project up to the time of such payment and shall comply with Oregon Revised Statutes, Chapter 279. A new certificate shall be filed before each payment.

If the contract price is determined, in whole or in part, on a lump sum basis, progress or partial payments prescribed in the Special Specifications will be made on progress estimates based on an estimated cost schedule relating thereto which shall be prepared by the Contractor and approved by the Engineer before the start of the work.

Progress estimates of the work performed will be made by the Engineer near the end of each calendar month if progress payments are provided in the contract. Estimates will be acted upon by the City Commissioner under whom the project falls, on or before the 20th of the following month and warrants will be issued by the City Auditor for the amount of the estimate, less fifteen (15) per cent or other per cent retainage specifically set forth in the Special Specifications. Such amount of retainage shall be withheld and retained by the City until after the project is completed, tested, and accepted by the City and satisfactory evidence has been furnished to show that all bills have been paid and satisfied and all claims and damage actions have been settled or are adequately covered by insurance. If the Contractor fails to complete the project within the time limit fixed in the contract or any extension thereof, no estimates shall be made or progress or other payments allowed thereafter until the project is finally completed.

These estimates shall include the value of the labor performed and materials incorporated in the work since commencing of the work under contract. Such estimates need not be made by strict measurements but

The Engineer may at any time, by a written order, and without notice to the sureties, make changes in the Plans and/or Specifications of this

7 e. CHANGES

The City shall be given facilities to obtain complete cost data on the project. The Contractor shall permit full access to all bills, pay-rolls, and other data, shall provide a list of tools and equipment used, and generally shall cooperate with City representatives.

7 d. COST DATA.

Payments may at any time be withheld if the work is not proceeding in accordance with the contract or if in the opinion of the Engineer the Contractor is not fully complying with the requirements of the contract.

7 c. PAYMENTS MAY BE WITHHELD.

Payments shall be based on measurements of the completed work in accordance with United States Standard Measures and the units of measurement for payment shall be as shown on the plans or as specified in the Specifications. The Engineer will make the measurements at no cost to the Contractor. In calculating quantities, all lengths and areas will be based on horizontal and vertical measurements unless otherwise specified.

7 b. MEASUREMENT OF PAY QUANTITIES.

The making of such progress payment shall, under no circumstances, be construed as an acceptance of any of the work or materials under the contract. The making of such progress payment shall, under no circumstances, be construed as an acceptance of any of the work or materials under the contract. The Engineer may include in such progress estimate, fifty (50) per cent of the cost to the Contractor of materials delivered to the site, properly stored, protected from damage and insured, provided that after any such payment such materials must be used in the particular project.

In unit bids, in making progress estimates on work to be paid on a unit price basis, the Engineer may use the unit prices bid by the Contractor in his proposal. In case the said unit prices do not, in the opinion of the Engineer, truly represent the actual relative costs of the different parts of the work, he may use a percentage of the unit price in making progress estimates.

they may be approximate only, may relate to the cost schedule mentioned above, and shall be based upon the whole amount of money that will become due according to the terms of the contract when the project has been completed.

When extra work is ordered by the Engineer to be done on a force account basis, such work will be paid for on the basis of cost plus certain percentage allowances.

7 g. FORCE ACCOUNT

Payments for extra work shall be made and rendered with progress and final payments.

Extra work may also be performed at an agreed price in writing instead of by force account at the direction of the Engineer.

All extra work shall be done in accordance with the terms and provisions of this contract and shall be subject to the same control and inspection as regular contract items.

The Engineer may at any time by a written order, without notice to the sureties, require additional work which the Engineer finds necessary or appropriate in connection with the contract but not within the scope thereof, and not classified by the Engineer as incidental work which may result in alterations in the amounts of work for which unit prices have been established in the contract. Upon such order the Contractor shall carry out such work at prices agreed upon between the Contractor and the City, but in no event exceeding the unit prices established in the contract. When such order pertains to work of a class or classes for which no unit prices are so established, then the agreed adjustment shall be based either on unit prices decided on fair and equitable grounds or shall be a lump sum similarly decided, as the City may determine, or such work may be done as extra work at force account. In no case shall the Contractor make any claim for extra work unless ordered as such.

7 f. PAYMENT FOR EXTRA WORK.

contract and within the general scope thereof. If such changes cause an increase or decrease in the amount due under the contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified accordingly by written change order. The decision of the City Council as to the amount of the adjustment to be made, if any, shall be final and binding. Any claim of Contractor under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change: provided, however, that the City, if it determines that the facts justify such action, may receive and consider and adjust any claim prior to the date of the acceptance of the project. But, nothing provided in this clause shall excuse Contractor from proceeding with the prosecution of the work as changed. Except as otherwise herein provided, no charge for extra work or material will be allowed. In determining the adjustments to be made, if any, no allowance to Contractor will be made for anticipated profits.

Materials and supplies produced by the Contractor or a subcontractor will be paid for at prices to be agreed upon between the Contractor and the Engineer, which prices shall be no greater than the prices at which materials and supplies and will be paid for as a part of the cost of the materials and supplies and will be considered to be Freight and express on material and supplies will be considered to be

Payment for purchased materials and supplies used on force account work will be computed at the prices billed to the Contractor or subcontractor by the supplier, less all discounts plus the allocable allowance set forth on the preceding page. It shall be presumed that the Contractor or his subcontractor has taken advantage of all possible discounts on bills for materials and supplies, and such discounts shall be subtracted from the total amounts of bills regardless of any failure of the Contractor to take advantage of same.

The payment to be made for labor used in the work will be computed at the rates actually paid to the laborers by the Contractor or subcontractor, plus the allocable allowance set forth above, unless these rates are in excess of the current local rates, in which event the payment shall be computed at the current local rate, plus allocable allowances. The time allowed shall be the number of hours worked directly on force account operations.

Rental on each piece of equipment having a value in excess of \$100. 5

Materials and supplies actually used on the force account work. 5

Employer's contributions under the Unemployment Compensation Act and under the Social Security Act for old age insurance, 15

Employer's contribution to State Industrial Accident Fund under terms of Workmen's Compensation Act. 15

Labor, including time of foreman, while engaged directly upon force account work. 15

Percentage	Allowance	Additional	To Actual	Cost
				Items of Cost for Which Payments Will be Made

The items of cost for which payment will be made and to which payment will be restricted, together with the percentage allowances applicable to the respective items, are as follows:

Rental on equipment used will be computed at the rates actually paid by the Contractor or subcontractor plus the allocable allowance set forth on the preceding page unless these rates are in excess of the current local rates, or unless the equipment is owned by the Contractor or subcontractor, in either of which events payments shall be computed at rates to be agreed upon between the Contractor and the Engineer prior to beginning work, which rates shall in no case be greater than the current local rates.

When a piece of equipment and the operators thereof are hired, rented, or furnished as a unit, the additional percentage to be allowed shall be five (5) per cent, and the Contractor shall not be entitled to fifteen (15) per cent on the time of the operators of such equipment. Neither shall the Contractor be entitled to payment for contributions made under the terms of the Workmen's Compensation Act, the Unemployment Compensation Act, or the Social Security Act, to cover the time of operators of equipment hired, rented or furnished on this basis.

For equipment rented on a day or hour basis, rental will be allowed for only those days or hours during which the equipment is in actual use. For equipment rented on a monthly basis, straight time rental will be allowed from the day the equipment is first used on the particular piece of force account work until and including the last day on which it is used on that particular work, excluding, however, the time during which the equipment is used on other work during the period, and further excluding the time that the equipment is idle for a continuous period of more than six (6) days.

The rentals allowed for equipment will in all cases be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items unless specific agreement to that effect is made in writing before the work is commenced. Individual pieces of equipment having a value of one hundred dollars (\$100) or less will be considered to be tools or small equipment, and no rental shall be allowed on such.

The percentage allowances made to the Contractor in accordance with the terms outlined above will be understood to be reimbursement and compensation for all superintendence, use of tools and small equipment, overhead expense, bond cost, insurance premiums, profits, indirect costs and losses of all kinds, and all other items of cost not specifically designated herein as items for which payment is to be made, whether the services, costs and other items involved are furnished or incurred by

Upon notification by the Contractor that the work is completed and ready for final inspection, the Engineer shall make such inspection as soon as possible. If he finds that the work covered by the contract has been fully and satisfactorily completed, the Engineer shall so notify the Contractor and the City Commissioner under whom the project falls, shall make a final estimate and shall recommend acceptance of the work as of a certain date. Upon approval and acceptance, the Contractor will be paid a total payment equal to the amount due under the Contract less the retained percentage. Payment of this final estimate will be made at the same time in the month and in the same manner as provided for progress estimates. This retained percentage shall be retained for a period of thirty days following the final acceptance of the project. Every person performing labor or furnishing material or supplies toward the completion of the project, shall have a lien upon such retained percentage provided such notice of lien shall be given in the manner and within the time provided by law.

7 i. ACCEPTANCE AND FINAL PAYMENT.

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 project as such claim becomes due, 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 his contract. Payment by City of such a claim shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claims.

7 h. PAYMENT OF LABOR OR SERVICES CLAIMS.

All claims for extra work done in any month shall be filed in writing by the Contractor with the Engineer before the fifth of the following month, and such claims shall show the names and number of each workman employed thereon, the date and the number of hours so employed, the character of work he is doing and the wages paid or to be paid him; also the claim shall show the materials delivered for the extra work, the quantity and character of such material, from whom purchased and the net amount paid or to be paid therefor.

Should any percentage allowance or other corresponding allowance be made by the Contractor to a subcontractor, in connection with force account work, such allowance shall be at the sole expense of the Contractor and the Contractor shall not be reimbursed or otherwise compensated for the same by the City.

the Contractor or by the subcontractor. No other reimbursement, compensation or payment shall be made for any such services, costs or other items.

If all or any portion of the project has been designated by the City prior to award of contract as a local improvement to be paid for, in whole or in part, by local improvement assessment and the City has created a local improvement assessment district therefor, then it is expressly agreed and the contract is made upon the condition that the Contractor will look for payment for the material and work contracted for, to the special assessment fund created by assessment upon the property benefited by such local improvement, collected and paid into the City treasury for that purpose, and to the owners of the real property within that assessment district: as to the whole of the payments in case the project is to be paid for solely by the special assessment procedure, or for so much thereof as may be allocated by the City to the special assessment procedure in case only part of the project is to be paid therefrom; the Contractor shall not require the City or any of its officers to pay the same, excepting out of such special fund so assessed and collected into the City treasury for such purpose, nor seek to enforce the payment of the same or any part thereof against the City or any of its officers by legal process or otherwise, or out of any other fund, or in any manner other-wise than as herein provided.

7 j. SPECIAL ASSESSMENT FUND.

Upon completion of such prerequisites, Contractor shall be paid the retained percentage except for any special retainage required under the contract.

If the City declares a default of the contract, and the surety completes said contract, all payments after declaration of default and retainages held by the City, shall be paid to the surety and not to the Contractor in accordance with the terms of the contract.

As a further prerequisite to final payment Contractor shall execute and deliver to the City in form approved by the City Attorney a receipt for all amounts paid or payable to Contractor under the contract, and a release and waiver of all claims against the City growing out of or connected with the contract and shall furnish satisfactory evidence that all amounts due for labor, materials and other obligations under the contract have been fully and finally settled or are fully covered by insurance protecting the City, its officers, agents and employees as well as the Contractor.

Before final payment of retained percentage is made under the contract, the Contractor or his surety and every subcontractor or his surety shall first file with the City Auditor a statement in writing under oath, as heretofore set forth, certifying the hourly rate of wage paid each non exempt classification of workmen employed by him upon such project. Such certificate shall be supplied by the Contractor and all subcontractors who have performed any work on the project up to the time of such final payment, and shall comply with Oregon Revised Statutes, Chapter 279.