

SECTION I. INSTRUCTIONS TO BIDDERS:

All bids are subject to the provisions and requirements of the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules and the Administrative Rules of the Department of Administrative Services. Any additional Instructions to Bidders contained within the *City of Baker City Standard Conditions for Public Improvement Contracts* are incorporated into and made a part of this Section by this reference.

1. BIDDERS NOTE:

(A) It is the responsibility of all proposed Bidders to obtain bid document(s) and any addendum(s) issued. COBC shall not be responsible for failure of Bidders to obtain any issued addendum(s).

(B) Bidders who obtain bid documents from Plan Centers will not be shown on COBC's Plan Holders List. COBC shall not be responsible for Bidders not shown on the Plan Holders List.

(C) Proposals may be rejected for failure to follow instructions contained in the bid documents or any issued addendum(s).

(D) ORS 279C.505(2) requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Bidder is therefore required to certify that Bidder has an employee drug-testing program in place that applies to all employees and will maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of Contract.

(E) First-Tier Subcontractor Disclosure form must be received no later than two (2) hours after closing time (see page 1). Failure to comply with this requirement shall result in rejection of the bid as non-responsive. The Subcontractor Disclosure Form is included in this document.

2. BID DOCUMENTS:

(A) Bidders shall be responsible for obtaining all bid documents, including all attachments and/or addenda to the bid document. Unless otherwise noted, bid documents are available at the Baker City Department of Public Works, Baker City Hall, Baker City Oregon.

(B) Bidders may also request copies of bid documents by e-mail, telephone or fax:

E-mail jbornstedt@bakercity.com
Phone (541) 524-2046
Fax (541) 524-2029
Web www.bakercity.com (please e-mail for inclusion on plan holders list)

3. APPLICABLE STANDARD CONDITIONS: The Standard Conditions which apply to the work on this project are found in the latest edition of the *City of Baker City Standard Conditions for Public Improvement Contracts*. The Bidder shall obtain and become acquainted with the applicable provisions of these Standard Conditions

4. PROTEST OF SPECIFICATIONS OR CONTRACT TERMS: A Bidder who believes bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to COBC. To be considered, protests shall be received at least five (5) calendar days before the closing date.

The right to protest bid specifications and/or contract terms is provided in OAR 137-049-0260, as a provision for "checks and balances" on the Information to Bidders (ITP). COBC shall promptly respond to each written protest, and where appropriate, issue all revisions, substitutions, or clarifications via addendum(s).

Envelopes containing bid protests shall be marked as follows:

BID SPECIFICATION PROTEST

BID # 2016-03, 2016 AUBURN STREET CURB & SIDEWALK CONSTRUCTION PROJECT

Protest of technical or contractual requirements shall include the reason for protest, supported by documented factual information, and any proposed changes to the requirement.

5. BID SUBMISSION: Sealed bids, containing a minimum of one (1) original signed bid response including any addenda which require signature, shall be received and date and time-stamped by COBC prior to closing. No proposal received after the closing date and time shall be considered. To ensure that your bid receives priority treatment within our mailing system, your bid should be labeled with the following information:

BID # 2016-03, 2016 AUBURN STREET CURB & SIDEWALK CONSTRUCTION PROJECT, June 16, 2016

**CITY OF BAKER CITY
P.O. BOX 650/1655 FIRST STREET
BAKER CITY, OR 97814**

COBC is not responsible for the proper identification and handling of any bid not submitted in a timely manner.

6. SIGNATURE ON BID: Bids shall be signed, in ink, by an authorized representative of the Bidder. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a bid also certifies that the Bidder has read, fully understands and agrees with all bid specifications, terms and

conditions. No consideration will be given to any claim resulting from submission of proposal without fully comprehending all requirements of the Invitation to Bid.

Bidders shall only enter information within the bid document where it is requested or required. Bidders shall not make any alterations to the Original Solicitation Document. Any bid that has been altered may be rejected.

7. **BID WITHDRAWALS:** No Bidder may withdraw a bid after the hour set for closing unless award is delayed for a period exceeding thirty (30) days.

8. **BID OPENING:** Bids received in response to this Invitation to Bid shall be publicly opened on **June 16, 2016** at 2:00 p.m., at **COBC, City Hall, 1655 First Street, Baker City, Oregon** 97814-0650 (unless otherwise specified). Bidders who attend the opening shall be informed only of the names of Bidders submitting bids and the total bid price. No other information shall be available at that time. Award decisions will NOT be made at the opening.

9. **INVESTIGATION OF REFERENCES:** COBC reserves the right to investigate the references and the past performance of any Bidder with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. COBC may postpone the award or execution of the contract after the announcement of the apparent successful Bidder in order to complete its investigation. COBC reserves the right to reject any proposal or to reject all proposals at any time prior to COBC's execution of contract, upon good cause and upon COBC finding that it is in the public interest.

10. **INTENT TO AWARD NOTICE:** Pursuant to OAR 137-049-0395, COBC reserves the right to announce the Intent to Award prior to the formal contract award by faxing or mailing the Tabulation Sheet to all Bidders. This shall serve as a notice to all bidders of COBC's intent to make the award to the lowest responsible and responsive bidder(s). Bidders shall have five (5) business days within which they can view the bid file(s) by appointment or request any clarifications, etc. concerning the award(s). After the expiration of this five (5) day period, COBC shall proceed with the formal award of the contract(s). If it is determined by COBC that there are no Bidders that could be grieved by the award of this solicitation, COBC reserves the right to waive or shorten the protest period and to proceed with award.

11. **PROTEST OF AWARD:** Bidders shall have five (5) business days, after COBC announces their intent to award, within which to file a written protest. OAR 137-049-0450 provides that the protest must specify the grounds upon which the protest is based. COBC will not accept protests submitted more than five (5) business days after the intent to award notice. After expiration of the five (5) day period and resolution of all protests, COBC will proceed with final award.

12. **PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, COBC generally will not completely review or analyze any proposal which on its face fails to comply with the requirements of the bid documents or which clearly is not the best bid, nor will COBC generally investigate the references or qualifications of those who submit such proposals. Therefore, neither the release of a Bidder's bond, the return of an bid, nor acknowledgment that the selection is complete shall operate as a representation by COBC that a proposal was complete, sufficient, or lawful in any respect.

13. **COMMENCEMENT OF WORK:** Contractor shall commence no work under this contract until all certificates of insurance, as required in Section III, have been provided and a Notice to Proceed has been issued by COBC.

14. **PROJECT WORK SCHEDULE** It is agreed that COBC intends to turn over the **2016 AUBURN STREET CURB & SIDEWALK CONSTRUCTION PROJECT** to the Contractor for construction on or before August 8, 2016, and that the time for completion of the contract shall be within twenty-six (26) calendar days from the date of written notification, and on or before September 2, 2016.

SECTION II. SPECIAL TERMS AND CONDITIONS

Any additional terms and conditions contained within the *City of Baker City Standard Conditions for Public Improvement Contracts* are incorporated into and made a part of this section by this reference. It is the responsibility of the Bidder to be familiar with all terms and conditions contained within both documents.

1. DEFINITIONS: "COBC" means the City of Baker City.
2. ENGINEER: "Engineer" means City Engineer acting either directly or through authorized representatives.
3. HEADINGS: The section headings in this Contract are included for convenience only; they do not give full notice of any portion of the terms of this Contract and are not relevant to the interpretation of any provision of this Contract.
4. BIDDER CERTIFICATIONS: (A) Bidder certifies that this proposal has been arrived at independently and has been submitted without any collusion designed to limit independent proposing or competition.

(B) Bidder certifies compliance with State of Oregon statutory requirements governing registration of corporations and/or assumed business names.
5. DISCLOSURE OF CONFLICT OF INTEREST: All Bidders shall disclose, on the Invitation to Bid, any relationship to the manager or person in charge of evaluating the contract performance. Failure to disclose such information may be grounds for termination of the contract.
6. PREVAILING WAGE: If the bid amount exceeds \$50,000, the prevailing wage requirements as listed in the *City of Baker City Standard Conditions for Public Improvement Contracts* shall apply.
7. INSURANCE/BONDING REQUIREMENTS: The apparent low Bidder shall provide all required proof of insurance and bonding (if required) to COBC, within ten (10) calendar days of notification of Intent to Award. Failure to present the required documents within ten (10) calendar days may be grounds for rejection.
8. PROPOSAL SECURITY: Each proposal shall be accompanied by a certified or cashier's check, savings and loan secured check or bond payable to the City of Baker City in an amount equal to ten percent (10%) of the total amount of the proposal. If proposal security is in the form of a bond, Bidders shall use the City of Baker City Bond form provided as an attachment to this bid.

The Bidder further agrees that the certified check, cashier's check, savings and loan secured check or bond payable to the City of Baker City, accompanying this proposal, is furnished as security to COBC; that the amount thereof is the measure of liquidated damages which the City will sustain by the failure of the undersigned to execute and deliver the above-named agreement and performance security; and that if the undersigned defaults in executing that agreement within ten (10) days of written notification of the award of the contract or in the furnishing of the performance security, then the check or bond shall become property of the City of Baker City; but if this proposal is not accepted within thirty days of the time set for submission of the bids or if the undersigned executes and delivers said contract and bond, the bond or the amount of the check shall be returned.

9. PERFORMANCE/PAYMENT BOND: The successful Bidder will be required to furnish a performance bond (COBC issued Performance/Payment Bond Form) in the total amount (100%) of the awarded contract, executed in favor of the City of Baker City, to insure faithful performance as specified in the contract awarded.

COBC issued performance bond form includes payment of prevailing wage to all workers and payment to suppliers and sub-contractors. This is the performance/payment bond form approved for this project.

10. METHOD OF AWARD: Award shall be made to the lowest responsive and responsible bidder for the total of the items selected for award. COBC reserves the right to withdraw any item(s) from award consideration if it is in the best interest of the City.
11. CONTRACT PROVISIONS BINDING: The provisions of this contract shall be binding and shall supersede those of any other document concerning transactions conducted under this contract between CONTRACTOR and the CITY.
12. AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of COBC.
13. FUNDS AVAILABLE AND AUTHORIZED: COBC reasonably believes at the time of entering into this Contract that sufficient funds are or will be available and authorized for expenditure to finance the cost of this Contract within COBC's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, COBC's payment of amounts under this Contract attributable to services performed after the last day of the current budget is contingent on COBC receiving from the Baker City Council appropriations, limitations or other expenditure authority sufficient to allow COBC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract."

14. RESPONSIBILITY FOR DAMAGES / HOLD HARMLESS: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, his subcontractors, personnel, or agents, and the Contractor shall indemnify, defend and hold harmless COBC against any claims arising from said damage, injury, loss or expense.

15. HAZARD COMMUNICATION: Products which contain hazardous chemicals, as defined by Oregon Administrative Rules Chapter 437, must be labeled, tagged or marked with the following information:

(A) Identity of the hazardous chemical(s).

(B) Appropriate hazard warning; and name and address of the chemical manufacturer, importer or other responsible party.

Upon request, Contractor shall provide a Material Safety Data Sheet, as required by CHAPTER 437-002-360 (35), 29 CFR 1910.1200, for any item included in this contract which contains hazardous chemicals.

Bidders should address questions about the Administrative Rules referenced in this section to the Department of Consumer and Business Services, Oregon Occupational Health & Safety Administration Section, Labor and Industries Building, Salem, Oregon 97310, (800) 922-2689, FAX: (503) 947-7463.

16. CONTACT PERSON: Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to COBC the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times. Should contact with such person(s) require long-distance calls, COBC reserves the right to call collect.

17. NONDISCRIMINATION: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

18. AWARD TO FOREIGN CONTRACTOR: If the amount of this contract exceeds \$10,000 and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. COBC shall withhold final payment under this contract until Contractor has met this requirement.

19. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION: This contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively "the claim") between City of Baker and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Baker County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

20. SECURITY OF DOCUMENTS AND PROPERTY: All COBC property, materials and documents and all personal property of COBC employees are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees, except as directed by COBC. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of COBC property by Contractor or Contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to, attorney fees, arising from any action or suit brought against COBC because of Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.

21. SILENCE OF SPECIFICATION: The apparent silence of this specification and supplemental specification as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

22. CONTRACT TIME TO COMPLETE WORK: The time for completion of the work is an essential condition of this Proposal, and the work shall be completed no later than the completion date listed in this bid document. It shall be understood and agreed, by and between the Contractor and COBC, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climate and economic conditions and other factors prevailing in the locality of the work. The Contractor will proceed with the work at such rate of progress to ensure that the work is completed within the contract time.

23. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME: Failure to complete the project by the specified time may result in damage to COBC. Since actual damage may be difficult to determine, it is agreed that the Contractor shall pay to COBC, not as a penalty but as liquidated damages, \$500 per day for each calendar day elapsed in excess of the completion date. The total liquidated damages may be deducted from final money due the Contractor.

24. HOURS OF LABOR No person shall be employed in connection with this contract for more than eight (8) hours in any one day, or forty (40) hours in any one week except in case of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight (8) hours a day, and for work performed on Saturday and on any legal holiday specified in ORS 279C.520 and 279C.540. This section shall not apply if the Contractor or Subcontractor is a party to a collective bargaining agreement in effect with any labor organization.

25. SUPERINTENDENCE: The Contractor shall appoint a single designated representative to act as project superintendent on the project. The project superintendent shall be available on the project site during the hours of work and shall be available to the Engineer at all times for contact by telephone. The project superintendent shall have full authority and responsibility to promptly execute orders or directions from the Engineer and to supply all materials, equipment, labor, an incidentals necessary for performance of the work. The project superintendent shall not be changed except by consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

26. NOTIFICATION OF EXCAVATION: Before commencing any excavation, the Contractor shall provide notice of scheduled commencement of excavation to all public utilities. Notification may be made through the one-call notification centers or by contacting the utilities directly.

Oregon Utility Notification Center - 811 or 1-800-332-2344
Utilities Underground Notification Center - 1-800-424-5555

This notice must be communicated to said utilities not less than 2 business days or more than ten (10) business days before the scheduled date for commencement of excavation.

27. DANGER SIGNALS, SAFETY DEVICES: The Contractor shall take all necessary precautions to guard against damages to property and injury to persons. He/she shall put up and maintain in good condition, sufficient flashing warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, COBC may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by COBC does not relieve the Contractor of any liability incurred under these specification or contract. Every effort will be made to assure that the work done under this Contract causes the minimum inconvenience to the public.
28. WORK PROCEDURE: The Contractor shall complete each phase of the work as the job progresses. Construction shall not begin in a new area until all work in the area under construction is completed unless approved by the Engineer. The Contractor shall keep the public right-of-way open and maintain access to those areas as required by the Contract and the Engineer.
29. KEEPING THE ENGINEER INFORMED: The Contractor shall at all times keep the Engineer informed of his/her work plans as the job progresses. Failure of compliance will be cause for the Engineer to stop construction until a work schedule has been submitted.
30. INSPECTION: An inspector assigned by the Engineer will check the work periodically for compliance to these specifications. Any work found not meeting these specifications or deviating from the lines and grades shall be removed and replaced by the Contractor at his/her expense upon oral notification by the Inspector, or if desired by the Contractor, upon written notification by the Engineer. Failure of the Contractor to correct any rejected work will be cause for COBC to refuse future payments. Inspection of the work by the Inspector or Engineer does not relieve the Contractor of responsibility for the work.
31. LINES AND GRADES: Lines and grades shall be furnished by the Contractor unless otherwise stated.
32. INDEMNITY: The Contractor shall indemnify and save harmless COBC from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought or recovered against COBC by reason of any act or omission of the Contractor, his/her agents, or employees, in the execution of the work or in guarding the same.
33. CLEANING UP: The Contractor shall, as directed by the Engineer, remove from COBC's property and from all Public and Private property at his/her own expense, all temporary structures, rubbish and waste materials resulting from his/her operations.
34. MAINTENANCE GUARANTEE: The Contractor hereby agrees to make, at his/her own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by him/her that become evident within one (1) year after the date of final payment. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs or replacements promptly upon receipt of written orders for same from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work, and the Contractor and his/her Surety shall be liable for the cost thereof.

SECTION III. INSURANCE REQUIREMENTS

The following are the minimum insurance requirements for this contract. These requirements supersede those contained in the *City of Baker City Standard Conditions for Public Improvement Contracts*.

The apparent low Bidder shall provide all required proof of insurance and bonding (if required) to COBC within ten (10) calendar days of notification of Intent to Award. Failure to present the required documents within ten (10) calendar days may be grounds for proposal rejection.

1. COMPREHENSIVE/COMMERCIAL GENERAL LIABILITY: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Comprehensive/Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to COBC. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract and is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$1,000,000.
2. AUTOMOBILE LIABILITY: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering all owned, non-owned or hired vehicles. This coverage may be written in combination with the Comprehensive or Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.
3. WORKERS' COMPENSATION: All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
4. ADDITIONAL INSURED: The insurance coverages, except Workers' Compensation, required for performance of the Contract shall include the City of Baker City, and its divisions, officers and employees as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
5. CERTIFICATE(S) OF INSURANCE: As evidence of the Insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to COBC, prior to the award of the Contract if required by the procurement document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from Insurance Companies acceptable to COBC. The Contractor shall pay for all Deductibles, Self-Insured Retention and/or Self-Insurance included hereunder.
6. NOTICE OF CANCELLATION OR CHANGE: There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days' written notice from the Contractor or its insurer(s) to COBC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by COBC.
7. "TAIL" COVERAGE: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months or the maximum time period the Contractor's insurer will provide if such is less than 24 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).

**Each Bidder must read and comply with the following Sections.
Failure to do so may result in proposal (offer) rejection.**

SECTION IV. RESIDENCY INFORMATION

ORS 279A.120(2) states "For the purpose of awarding a public contract, a contracting agency shall: (a) give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and (b) add a percentage increase on the bid of a nonresident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which the Bidder resides."

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the Bidder is a "resident Bidder" [ORS 279A.120(1)(b)].

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above [ORS 279A.120(1)(a)].

a. Check one: Bidder is a () RESIDENT Bidder () NON-RESIDENT Bidder.

b. If a resident Bidder, enter your Oregon business address: (physical and mailing address)

c. If a non-resident Bidder, enter state of residency: _____

d. If a non-resident Bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with other governmental bodies in your state?

CHECK ONE: () YES () NO

If yes, state the preference percentage: _____%

If yes, but not a percentage of proposal price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation):

SECTION V. CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

By my signature in Section XII of this ITB, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontract and that the Contractor is not in violation of any Discrimination Laws.

SECTION VI. CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

By my signature in Section XII of this ITB, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

SECTION VII. FINANCIAL RESPONSIBILITY

COBC reserves the right, pursuant to OAR 137-049-0390, to investigate and evaluate, at any time prior to award and execution of the contract, the lowest responsible Bidder's/apparent successful bidder's financial responsibility to perform the contract. Submission of a signed offer shall constitute approval for COBC to obtain any information COBC deems necessary to conduct the evaluation. COBC shall notify the apparent successful bidder, in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information; material; equipment; facility and personnel information; performance record of contract performance; etc. Failure to promptly provide this information shall result in proposal rejection.

COBC may postpone the award of the contract after announcement of the apparent successful bidder in order to complete its investigation and evaluation. Failure of the apparent successful bidder to demonstrate financial responsibility, as required under OAR 137-049-0390, shall render the bidder non-responsible and shall constitute grounds for offer rejection, as required under OAR 137-049-0390.

SECTION VIII. DRUG TESTING POLICY CERTIFICATION

Pursuant to OAR 137-049-00200(c)(B), the Bidder certifies by its signature in Section XII of this ITB, that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

- (a) A written employee drug testing policy,
- (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- (c) Required testing of a Subject Employee when the Bidder has reasonable cause to believe the Subject Employee is under the influence of drugs

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An Employee is a "Subject Employee" only if that employee will be working on the Project job site.

If awarded a Public Improvement Contract as a result of this solicitation, the Bidder agrees that at the time of contract execution it shall represent and warrant to COBC that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. COBC's performance obligation (which includes, without limitation, COBC's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

The Bidder also agrees that at the time of Contract execution, it shall require each Subcontractor providing labor for the Project to:

- (a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- (b) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

SECTION IX. PROPOSAL FORM

Quantities in the following proposal have been stated with as much accuracy as possible. COBC reserves the right to adjust the quantities +/- 25% at the bid price. The Bidder proposes to furnish all material, equipment and labor, and perform all work for the City project designated as **2016 Auburn Street Curb & Sidewalk Construction Project** in strict accordance with the plans and specifications attached, on the basis of the lump sum and/or unit prices as follows:

Proposal

| ITEM | DESCRIPTION | EST. QTY. | UNIT | UNIT PRICE | TOTAL PRICE |
|------------------------------|--|-----------|-------------|------------|-------------|
| 1 | Mobilization (Not to exceed 7% of the total bid price) | 1 | Lump Sum | \$ | \$ |
| 2 | 4" Sidewalk (Standard finish): Includes S/W, ADA Ramps, Wings, and Radius Fill-Ins | 1,840 | Square Foot | \$ | \$ |
| 3 | 4" Sidewalk (Historic finish - 2 foot square pattern): Sidewalk only | 3,110 | Square Foot | \$ | \$ |
| 4 | 6" Concrete at Driveway (Standard finish): Includes Aprons, Wings, and adjacent sidewalk | 970 | Square Foot | \$ | \$ |
| 5 | 6" Sidewalk at Driveway (Historic 2 foot square finish): Includes sidewalk behind driveway aprons | 520 | Square Foot | \$ | \$ |
| 6 | Standard Curb and Gutter | 1,500 | Lineal Foot | \$ | \$ |
| <i>Proposal Total</i> | | | | | \$ |

Bidder:

Company: _____

By: _____

SECTION X. BOND FORMS

CITY OF BAKER CITY

**STANDARD PUBLIC IMPROVEMENT CONTRACT
BID BOND**

We, _____, as "Principal,"
(Name of Principal)
and _____, an _____ Corporation,
(Name of Surety)

authorized to transact business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Baker City ("Obligee") the sum of (\$ _____) _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal to an agency of the Obligee in response to Obligee's procurement document for the project identified as:

BID # 2016-03, 2016 AUBURN STREET CURB & SIDEWALK CONSTRUCTION PROJECT

which proposal is made a part of this bond by reference, and Principal is required to furnish security in an amount equal to ten (10%) percent of the total amount of the proposal pursuant to ORS 279C.365(4) and the procurement document.

NOW, THEREFORE, if the proposal submitted by Principal is accepted, and if a contract pursuant to the proposal is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20__

(Surety) (Principal)

By _____ By _____
(Attorney in Fact)

(Company)

(Address) (Telephone Number)

**PERFORMANCE BOND FORM
CITY OF BAKER CITY**

**STANDARD PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND**

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety) Bond Amount: \$ _____
_____ (Surety) Bond Amount: \$ _____
Total Penal Sum of Bond: \$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Baker City, Oregon the sum of (Total Penal Sum of Bond) _____, (Provided, we the Sureties bind ourselves in such sum "Jointly and Severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the principal has entered into a contract with the City of Baker City, the specification, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, Standard Specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this performance bond by reference, (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, and shall indemnify and save harmless the City of Baker City, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or his Subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; other to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Baker City be obligated for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__

Surety

By: _____
(Attorney in Fact)

_____ Address Telephone Number

Principal

SECTION XI. FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

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

Proposals which are submitted by Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

BID TITLE: BID # 2016-03, 2016 AUBURN STREET CURB & SIDEWALK CONSTRUCTION PROJECT

CLOSING: Date: 6/16/16 Time: 2:00 AM XPM
REQUIRED DISCLOSURE DEADLINE: Date: 6/16/16 Time: 4:00 AM XPM
Deliver Form To : City of Baker City
Designated Recipient (Person): Joyce Bornstedt Phone #: 541) 524-2046
City's Address: 1655 First Street
P.O. Box 650
Baker City, OR 97814

INSTRUCTIONS:

Submission of this form is not required if the contract value is anticipated to be less than \$100,000. Otherwise this form must be submitted either with the proposal or within two (2) working hours after the advertised closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

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

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

BIDDER DISCLOSURE:

| SUBCONTRACTOR NAME | CATEGORY OF WORK | DOLLAR VALUE |
|--------------------|------------------|--------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |
| 6. _____ | _____ | _____ |

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

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.]
- OR
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): _____
Contact Name: _____ Phone #: _____

SECTION XII. SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS OFFER MUST BE SIGNED, IN INK, BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER. ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

- (1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in the proposal document and all addenda, if any issued, and to execute this proposal document on behalf of Bidder;
- (2) Bidder, acting by its authorized representatives, has read and understands all proposal instructions, specifications, and terms and conditions contained in this proposal document (including all listed attachments and addenda, if any issued);
- (3) Bidder certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent submission or competition;
- (4) Bidder is bound by and will comply with all requirements, specifications, and terms and conditions contained in this proposal document (including all listed attachments and addenda, if any issued);
- (5) Bidder will furnish the designated item(s) and/or service(s) in accordance with the proposal specifications and requirements and will comply in all respects with the terms of the resulting contract upon award;
- (6) BIDDER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH PROPOSAL SUBMISSION.

I hereby acknowledge having received and duly considered the following addenda to the specification and the following revision or additions to the plans:

Addenda No _____ to No. _____ inclusive.

Bidder (COMPANY) Name FEIN ID# or SSN (REQUIRED)

Bidder Address

Authorized Signature Date

Title of Authorized Representative

Contact Person Phone Fax

CONSTRUCTION CONTRACTORS BOARD

Bidders shall be registered with the Construction Contractors Board, 700 Summer Street NE, Suite 300, Salem, Oregon 97310, telephone (503) 378-4621. Bidders shall provide their Construction Contractors Board registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: _____

SECTION XIII

CONTRACT
2016 AUBURN STREET CURB & SIDEWALK CONSTRUCTION PROJECT

THIS CONTRACT, made and entered into this ____ day of _____, 2016, by and between the City of Baker City, Oregon, a municipal corporation, hereinafter referred to as "Owner" and _____, hereinafter called the "Contractor".

WITNESSETH:

Said Contractor, in consideration of the sum to be paid him/her by the said Owner and of the covenants and agreements herein contained, hereby agrees at his/her own cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery and appurtenances for the:

2016 AUBURN STREET CURB & SIDEWALK CONSTRUCTION PROJECT

to the extent of the Proposal made by the Contractor on the 2nd day of June, 2016, all in full compliance with the contract documents referred to herein.

The "Invitation to Bid", the signed copy of the "Proposal" made by the Contractor on the 2nd day of June, 2016, the fully executed "Performance Bond", the "Information for Bidders", the "General Conditions", and the "Specifications", are hereby referred to and by this reference made a part of this Contract (as fully and completely as if the same were fully set forth herein) and are mutually cooperative herewith.

In consideration of the faithful performance of the work herein embraced, as set forth in these contract documents, and in accordance with the directions of the Engineer and to his/her satisfaction to the extent provided in the contract documents, the owner agrees to pay to the Contractor the amount bid as adjusted in accordance with the Proposals as determined by the contract documents, or as otherwise herein provided, and based on the said Proposal made by the Contractor, and to make such payments in the manner and at the times provided in the contract documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the contract documents and based on the said Proposal.

The Contractor undertakes to indemnify and save harmless the Owner, and for or on account of the Owner to investigate and defend all claims for damages to persons or to property alleged to have been caused through the negligent performance of any part of the work herein, whether such default be asserted to have been in the performance of a duty of employees, to the owners of property or to the members of the public.

Contractor shall be responsible to the Owner for the acts and omissions of all persons, firms or corporations, directly or indirectly employed by Contractor in connection with the work.

It is agreed that the Contractor will abide with all provisions of ORS 279C.800. The current rates are shown in exhibit 'B'.

It is agreed that the work for the **2016 AUBURN STREET CURB & SIDEWALK CONSTRUCTION PROJECT** will be completed in accordance with the project work schedule described in section 1-14. PROJECT WORK SCHEDULE.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be computed at the rate of Five Hundred Dollars (\$500.00) per day. Sundays and legal holidays shall be excluded in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribed the same this ____ day of _____, 2016.

CITY OF BAKER CITY, OREGON:

By: _____

City Manager

By: _____

City Recorder

CONTRACTOR:

By: _____

Title: _____

SECTION XIV

Warranty:

A. The CONTRACTOR shall provide a warranty to be in force and effect for a period of one year from the date of final acceptance. The warranty shall cause the CONTRACTOR to repair or replace any part affected by the removal and or replacement as part of this project.

SECTION XV

Scope of Work:

1. COBC will, at no cost to the Contractor, complete all required sawcuts, demolition, and removal of existing sidewalks, driveways, curbs, and asphalt to the limits indicated on the plans in preparation for Contractor's work.
2. COBC will place, grade, and compact the aggregate base for all proposed curbs, sidewalks, driveways, ramps, and wings. In addition, COBC will provide grade control for the Contractor's form work and will provide technical assistance in layout and construction of driveway and ADA ramp geometry.
3. The Contractor will be required to construct to COBC specifications, concrete sidewalk, sidewalk driveway, driveway aprons, ADA curb ramps, and curb and gutter on previously prepared aggregate base constructed by COBC. The location and geometry of newly constructed sidewalks, driveways, and curbs shall be as depicted on the plans or as otherwise directed by the City. The plans are as shown in Exhibit "A".
4. COBC will provide, at no cost to the Contractor, detectable truncated dome panels for placement in freshly laid concrete at all ADA ramps.
5. All new curbs shall be poured prior to any sidewalk, driveway, or ramp placement. Curbs that are poured monolithic with sidewalks or ramps will not be allowed.
6. All new curbs shall be hand-formed unless the Contractor can prove to the satisfaction of COBC that proper curb geometry and quality can be achieved with a curb machine without the need for additional grading or asphalt removal to accommodate the curb machine. In general, the limits of asphalt removal on this project will be approximately 2' to 3' from face of curb to facilitate the placement of new curb and gutter. No variation from these limits will be approved for the sole purpose of accommodating the use of a curb machine on this project.
7. The Contractor will be required to furnish all materials and labor for placement of fresh concrete to COBC specifications.
8. The Contractor shall coordinate with COBC concerning scheduling. In areas where the sidewalk is separated from the curb, the Contractor should plan to proceed with sidewalk construction prior to or during curb placement to expedite project completion. The construction of driveway approaches shall be planned and scheduled so as to cause the least amount of disruption to the property owners. The Contractor shall be responsible for notifying property owners or residents of any work that will limit or disrupt their access and to make reasonable accommodations to maintain property access throughout the course of the project.
9. If existing utilities, landscaping, irrigation facilities, or similar are damaged as a result of Contractor's activities on the project, rehabilitation or repairs shall be completed by the Contractor and shall be considered incidental to the project. No additional payment will be made for this work.
10. The Contractor will be responsible to provide all necessary traffic control on the project. Signs and cones may be supplied by COBC upon request, subject to availability. The use of COBC cones and warning signs does not preclude the Contractor from liability for any accident, damage, or injury which may result from the use or condition of COBC cones and/or warning signs on the project. Traffic control shall be considered incidental to the project and no additional payment shall be made for this work.

SECTION XVI

Technical Specifications

- A. **Mobilization**: This item consists of operations and preparatory work necessary to become ready to perform the work or an item of work. This item shall not exceed 7% of the total bid price.
- B. **Concrete Sidewalk Requirements**: The Baker City 1997 Revised Specifications are in addition to the following specifications.
1. All sidewalks that are setback from the curb will be either 5 ft. or 6 ft. in width, as specified on the plans, unless an alternate width is necessary to match the width of an adjacent sidewalk or is directed by COBC. The width of sidewalks that are adjacent to the curb will be as necessary to extend from the curb to the adjacent building or property line unless otherwise directed by COBC. Concrete thickness for all sidewalks not in or behind a driveway approach shall be 4". Concrete thickness for all driveways, driveway aprons, driveway wings, and sidewalks behind driveways shall be 6".
 2. Sidewalks shall not exceed 2% slope in any direction except that ramps shall not exceed 8.3% in the direction of traffic and wings that are incorporated into the sidewalk shall not exceed 10% slope. All sidewalks shall slope towards the street.
 3. ADA Ramps and wings shall be constructed as directed by COBC and in accordance with all applicable ADA standards.
 4. Portland Cement Concrete shall be a 6 sack mix minimum, class 4000 p.s.i. @ 28 days, with 4%-7% air entrainment, with a maximum slump of 4" at the time of placement. The concrete delivery truck shall be off-loaded into the forms within one hour of batching the concrete. Other minimum concrete requirements are as specified in the "Baker City 1997 Revised Specifications", (available upon request). Concrete shall be supplied from an approved supplier.
 5. Additives except for water reducer shall not be allowed unless approved by COBC.
 6. Contraction joints shall be placed every 5 ft. on 5 ft wide sidewalks, every 6 ft. on 6 ft. wide sidewalks, and every 2 ft in areas designated as historic. Score marks for contraction joints shall be 1/2" in depth and parallel or perpendicular to the direction of foot traffic as directed. Contraction joints shall be neat and shall not vary from a straight line by more than 1/8". Joint patterns for odd-shaped areas or sidewalks of non-standard width shall be as directed by COBC.
 7. All concrete finish quality and grades shall be to the satisfaction of COBC. A maximum of 1/8" variance is allowed in 10' with little or no roll off on the edges except for a tooled 3/4" radius. At the discretion of COBC, animal prints, bicycle tire imprints, hand prints, etc., depending on the severity, may require the section(s) of concrete to be replaced at the expense of the Contractor.
 8. ADA detectable panels shall be installed at each pedestrian crossing in accordance with current ADA requirements. Truncated dome panels will be provided to the Contractor by COBC at no additional cost. The cost of replacement for any truncated dome panels damaged after delivery to the Contractor by COBC shall be the responsibility of the Contractor. Installation of detectable panels shall be as directed by COBC.
 9. Isolation (expansion) joints are not required unless specified by COBC.
 10. All sidewalks shall have a light broom finish perpendicular to the direction of foot traffic.
 11. Concrete sealer membrane is required after the broom finish is applied. The membrane product shall be pre-approved by COBC. Other methods of hydrating the curing concrete to be approved by COBC.
 12. Allowing vehicle traffic and pedestrian traffic on newly cured concrete will be at the discretion of the Contractor. COBC will provide steel plates to span newly placed concrete at driveway approaches. The Contractor shall assume all liability for damage and/or needed repairs resulting from vehicular or pedestrian traffic allowed on new concrete surfaces during the initial seven (7) day curing period.

13. Additives to accelerate the curing process of the concrete at the driveway approaches will only be allowed upon approval of the City.

C. Concrete Curb and Gutter Requirements: The Baker City 1997 Revised Specifications are in addition to the following specifications.

1. Where curb and gutter is specified on the plans and/or when the installation of curb and gutter is directed by the City, the Typical Curb & Gutter section as shown on City of Baker City Standard Drawing No. 203 shall be constructed.

2. Where straight curb is specified on the plans and/or when the installation of straight curb is directed by the City, the Typical Straight Curb section as shown on City of Baker City Standard Drawing No. 203 shall be constructed.

3. COBC will remove existing asphalt approximately 2 to 3 feet from face of curb prior to curb construction by the Contractor. After curb construction, the void space between the curb and the edge of asphalt will be filled by COBC to proposed subgrade elevations prior to paving by the paving contractor at no additional cost.

4. Concrete requirements for curbs and curb and gutters, including concrete mixture, additives, finishing, curing, tolerances, etc., shall be the same as that specified for concrete sidewalks under Subsection B above.

D. Testing:

1. Testing for fresh concrete will be by COBC. The Contractor shall cooperate with the Qualified Concrete Technician (QCT) when a sample is being retrieved from the concrete truck. Testing will include slump, air entrainment, and compression strength. Testing frequency will be at the discretion of COBC, but is typically every 25 CY.

2. COBC can provide additional compression strength testing for driveway concrete pours. This is typically a 3 day test with the specimen cylinders stored on site.

SECTION XVII

Measurement and Payment:

A. Mobilization

1. There will be no measurement of work performed for mobilization.

2. Payment for mobilization will be at the contract lump sum amount. The amounts paid for mobilization in the contract progress payment will be based on the percent of the original contract amount that is earned from other contract items not including advances on materials as follows:

a) When five (5) percent is earned, either fifty (50) percent of the amount for mobilization or five (5) percent of the original contract amount, whichever is least.

b) When ten (10) percent is earned, either one hundred (100) percent of the mobilization or ten (10) percent of the original contract amount, whichever is least.

c) When all work is completed under the contract, any remaining amount of mobilization exceeding ten (10) percent of the original contract amount.

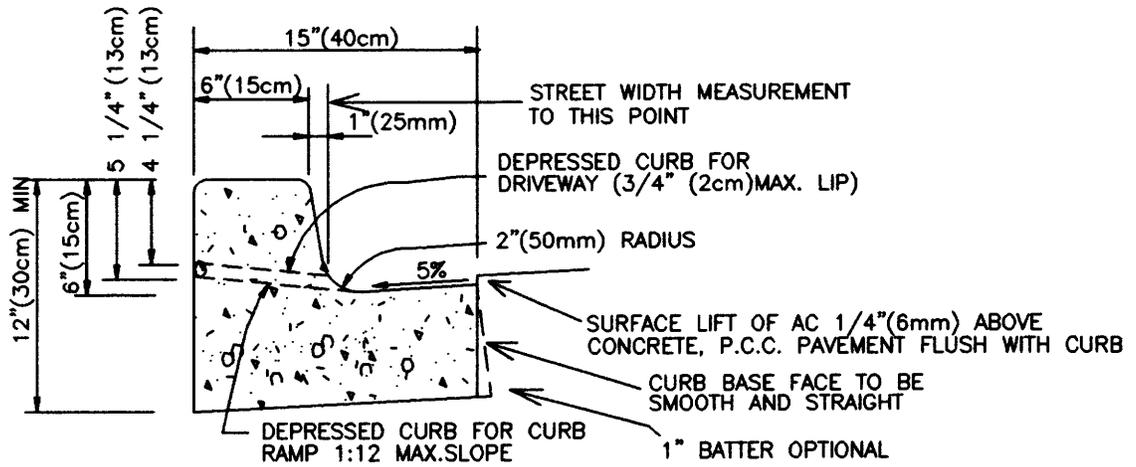
B. Concrete Sidewalks, Driveways, and ADA Ramps

1. Measurement and Payment for standard 4" Sidewalk, including all 4" thick concrete flatwork for sidewalks, ADA ramps, wings, and radius fill-ins that are constructed with standard construction joint spacing, will be by the square foot of accepted sidewalk and ADA curb ramp at the per unit bid price.
2. Measurement and Payment for historic 4" Sidewalk, including all 4" thick concrete flatwork for sidewalks that are constructed with the City's historic 2 foot square pattern, will be by the square foot of accepted sidewalk at the per unit bid price.
3. Measurement and Payment for standard 6" Concrete, including all 6" thick concrete flatwork for driveway aprons, wings, and sidewalks behind driveways that are constructed with standard construction joint spacing, will be by the square foot of accepted sidewalk and driveway at the per unit bid price.
4. Measurement and Payment for historic 6" Sidewalk, including all 6" thick concrete flatwork for sidewalks that are constructed behind driveway aprons with the City's historic 2 foot square pattern, will be by the square foot of accepted sidewalk at the per unit bid price.
5. Conditions of acceptance for sidewalks, driveways, and ADA ramps are as follows:
 - Concrete 7 day break test must be at least 2/3 of the 28 day 4000 p.s.i. compression strength requirement.
 - The work must meet all other requirements as previously stated in Section XVI Technical Specifications.

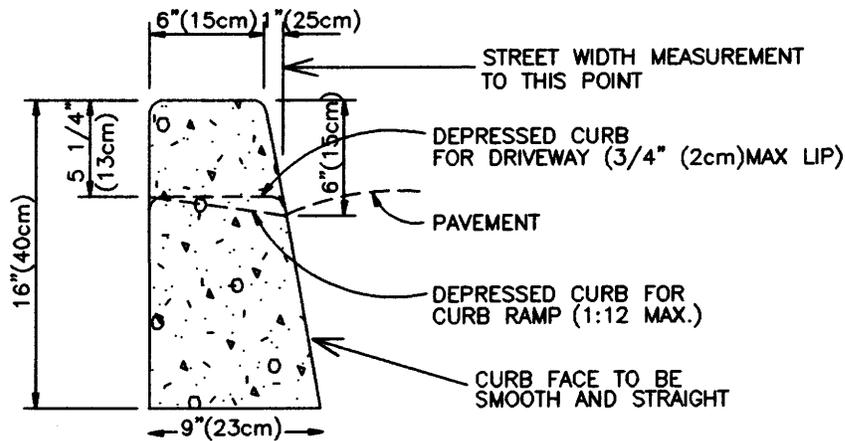
C. Concrete Curbs and Curb & Gutters

1. Measurement and Payment for standard curb and gutter will be by the lineal foot of accepted curb and gutter at the per unit bid price. The curb and gutter measurement shall include the low curb and gutter section across driveway throats and curb ramps.
2. Conditions of acceptance for standard curb and gutter is as follows:
 - Concrete 7 day break test must be at least 2/3 of the 28 day 4000 p.s.i. compression strength requirement.
 - The work must meet all other requirements as previously stated in Section XVI Technical Specifications.

**Please see
www.oregon.gov/BOLI
for the current
prevailing wage
rate information.**



TYPICAL CURB & GUTTER



TYPICAL STRAIGHT CURB

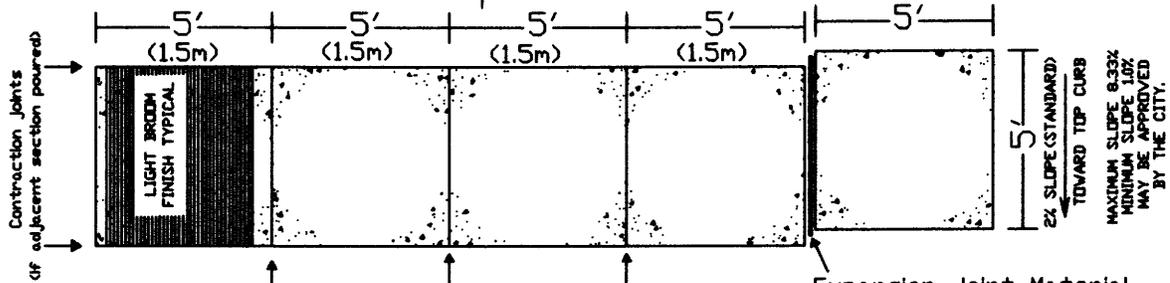
NOTES:

1. ALL RADII SHALL BE 3/4" (2cm) EXCEPT AS OTHERWISE SHOWN.
2. ISOLATION JOINTS SHALL BE PLACED ONLY AS SPECIFIED.
3. CONTRACTION JOINTS SHALL BE PLACED AT 10' (3m) INTERVALS FOR AC CONCRETE STREETS AND SHALL EXTEND FULL WIDTH OF OF THE CURB AND TO WITHIN 3 INCHES (75mm) OF THE BOTTOM OF THE CURB
4. CONTACT BETWEEN CURB AND STREET SHALL NOT VARY BY MORE THAN 1/2" (12mm) FROM A STRAIGHT LINE.
5. CURB CONTRACTION JOINTS FOR P.C.C. PAVEMENT STREETS SHALL MATCH TRANSVERSE STREET JOINTS. A LAYOUT PLAN MUST BE SUBMITTED FOR CITY APPROVAL.

N.T.S.

| | |
|--|--------------------|
| CITY OF BAKER CITY OFFICE OF TECHNICAL SERVICES | |
| CURB STANDARD DRAWINGS | |
| DATE: MAY 1995 | DRAWING NO. 203 |

Standard Top View



Contraction Joint with minimum depth of 2" (5cm) required every 5' (1.5m).

Expansion Joint Material (See Section 2.12.2.12) May be required when matching existing concrete with new construction.

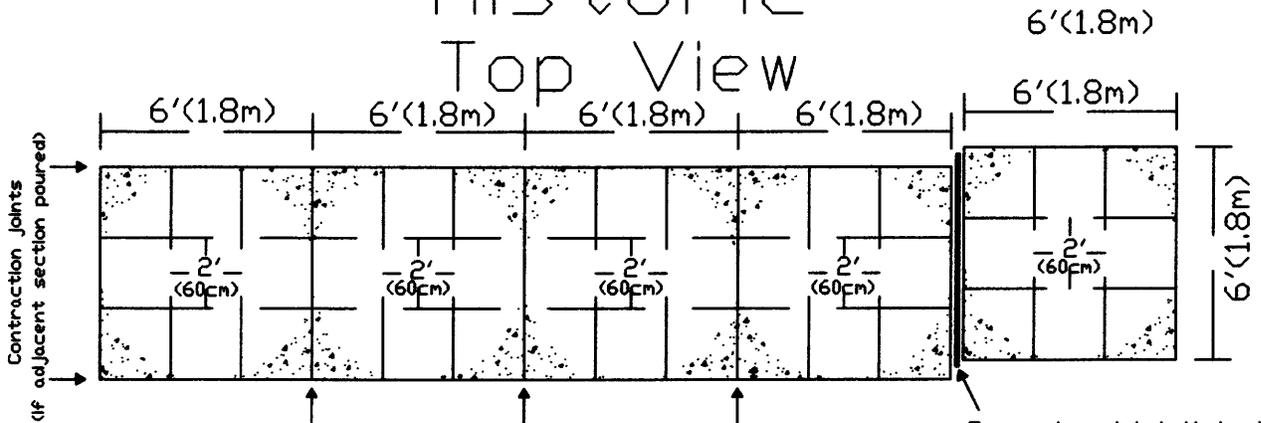
4" (10cm) Minimum Depth of Concrete

3" (7.6cm) Minimum Depth of Aggregate Base

5' (1.5m) standard
6' (1.8m) historic

Side View

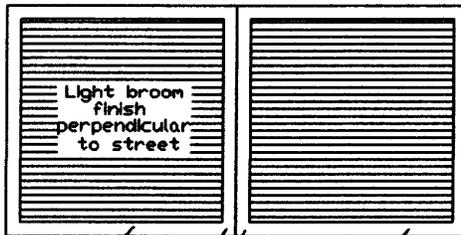
Historic Top View



Contraction joint with minimum depth of 2" (5cm) required every 6' (1.8m).

Expansion Joint Material (See Section 2.12.2.12) May be required when matching existing concrete with new construction.

2' (60cm) Square Finishing Detail



1 1/2" smooth unbroomed edge

All joints and score lines shall be constructed at right angles to the centerline of the sidewalk with an approved template producing a straight line. They shall be approximately 1/8 inch in width, finished and edged true to line and grade. All joints and score lines shall be edged to a 1/4" radius. Saw cutting of joints and score lines is not allowed in Historic area sidewalks.

CITY OF BAKER CITY
OFFICE OF TECHNICAL SERVICES

STANDARD & HISTORIC SIDEWALKS

DATE: MAY 1995

DRAWING NO. 205