### SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

COMMUNITY WAYFINDING SIGNAGE INSTALLATION

# **CITY OF SILVERTON**

BID SUBMITTAL DUE BY: 4:00 PM, July 18<sup>th</sup>, 2012 Bid Opening at 4:00 PM



PREPARED BY:

CITY OF SILVERTON COMMUNITY DEVELOPMENT 306 S WATER ST SILVERTON, OR 97381

### SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

### COMMUNITY WAYFINDING SIGNAGE INSTALLATION

# **CITY OF SILVERTON**

FOR:



PREPARED BY: Jason Gottgetreu

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# INVITATION TO BID

Sealed bids for furnishing all materials, labor, and equipment for the construction of the **Community Wayfinding Signage Installation** project for the City of Silverton (hereafter "City" or "Owner") will be accepted at the City of Silverton, 306 South Water St, Silverton, OR 97381, <u>if mailed or hand delivered</u> until July 18th, 2012 at 4:00 p.m., Local Time. Jason Gottgetreu, Associate Planner, is designated to receive bids.

The choice of bidder and/or the rejection of bids will be announced by July 18<sup>th</sup>, 2012. A contract will be awarded within thirty (30) days after the selection of a qualified bidder.

The City of Silverton is supplying fifteen (15) prefabricated community wayfinding signs and the proposed work for the Community Wayfinding Signage Installation project consists of furnishing all other materials, labor, equipment, and supervision for the installation of the 15 signs. Five (5) of the signs measure 80" tall by 68.75" wide and will require installation consistent with ODOT Drawings TM 200, 201, 670 and 676. The signs will be installed in native soil on 6" x 8" wooden posts meeting applicable standards. Two (2) signs will be installed in ODOT Right-of Way and three (3) signs will be installed in Marion County Rightof-Way. Ten (10) of the signs measure 63" tall be 53" wide and will require installation consistent with ODOT Drawings TM 200, 201, 670, and 676. The signs will be installed in native soil on 6" x 6" wooden posts meeting applicable standards. The City will provide only the signs (retroreflective sheeting applied to a 0.125" aluminum substrate) by September 18<sup>th</sup>, 2012. The contractor will be responsible for attaching the 0.125" aluminum substrate signs to a wooden posts consistent with applicable ODOT standards. One location will require the removal of a 4" x 6" wooden post and 3.5" x 3.5" steel post and the relocation of five signs to a new three post 2 1/4" & 2 1/2" - 12 ga. PSST Silp Base installation consistent with ODOT Drawings TM 200, 201, 676, 681 and 688. Contractor is to verify utility locations. Contractor is to obtain all applicable permits from ODOT and Marion County.

The City Engineer's estimated project cost range is N/A

All work shall be completed by November 12th, 2012.

Plans and Contract Documents are available June 28<sup>th</sup>, 2012, after 1:30 P.M., at the City of Silverton, 306 South Water St, Silverton, OR 97381. Copies of the bid documents, including project specifications are available from the City of Silverton, 306 South Water St, Silverton, OR 97381.

All bids must be submitted on the forms furnished in this document and each must be accompanied by a Bid Guarantee in the amount of 10% of the Total Bid.

The successful bidder will be required to furnish Performance and Payment bonds from a City approved surety for faithful performance of the contract in the full amount of the contract price.

This is a Contract for a Public Works Project subject to ORS 279C.800 to 279C.870 or the Davis Bacon Act (40 U.S.C. 3141 et. seq.) and not less than the higher of the applicable state or federal prevailing wage must be paid on this project. In addition, all bidders shall be compliant with all tax laws. No bid will be received or considered unless the bid contains a statement by the Bidder as part of the bid that the provisions of ORS 279C.840 or 40 U.S.C3141 et. seq. will be met. The existing state prevailing wage and, if applicable, the federal prevailing wage rate, are attached to the Contract Documents. If the federal prevailing wage rate applies, the attachments show which prevailing rate of wage is higher for workers in each trade or occupation as determined by the Commissioner of the Bureau of Labor and Industries.

In accordance with 279C.515, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the 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 the contract. If the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute. The payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

In accordance with ORS 279C.830(2), the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). Additionally, the contractor shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

In accordance with ORS 279C.520, the employee shall be paid at least time and a half pay for daily, weekly, weekend, and holiday overtime. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

In accordance with 279C.530, the contractor shall promptly make payment for medical services that the contractor has agreed to pay for and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

Each bid must identify whether the bidder is a resident bidder, as defined in ORS 279A.120.

No bid for this public improvement contract will be received or considered by the City of Silverton unless the bidder is licensed with the Construction Contractor's Board or the State Landscape Contractors Boardin accordance with ORS 279C.365(k). In addition, a City of Silverton Business License or is also required prior to performing work within the City limits.

The City reserves the right to reject any bid not in compliance with all prescribed public contracting procedures and requirements, and to reject for good cause all bids upon a finding by the City that it is in the public interest to do.

All bidders shall comply with the applicable provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964.

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

Bidders are required, prior to submission of bids, to examine the site and specifications of the contemplated work. Perceived errors and omissions in the plans or the specifications shall be called to the attention of the Project Manager prior to July 10<sup>th</sup>, 2012 on so that an Addendum may be issued. Failure to do so on the part of the Bidder does not relieve Bidder of responsibility for a correct and completely finished job.

For additional information, contact:

Project Manager Jason Gottgetreu City Of Silverton 306 South Water St Silverton, OR 97381

Telephone number (503) 874-2214 Fax number (530) 873-3210 Email Jgottgetreu@Silverton.or.us

-End-

## INSTRUCTIONS TO BIDDERS

#### 1. GENERAL

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified on the accompanying Plans and in applicable parts of these Contract Documents. The contractor shall furnish all materials, unless otherwise specified.

#### 2. CONTRACT DOCUMENTS

The Contract Documents under which it is proposed to execute this work consist of the material bound herewith, the Plans and Addenda. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a bid and being in doubt as to the meaning of intent of said Contract Documents, should request that the Project Manager provide, in writing, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing and a copy of such interpretation or change will be mailed or delivered to each person receiving a set of Documents. The Owner will not be responsible for any other explanation or interpretations of said Documents.

#### 3. TYPE OF BID

All bids must be submitted on the forms provided in this document. The bid for the work contemplated is to be submitted on a lump sum basis and/or unit price basis as shown in the Bid Schedule.

#### 4. **PREPARATION OF BID**

All blank spaces in the bid form must be filled in, in black ink, in both words and figures where required. No changes shall be made in the phraseology of the forms or in the items mentioned herein. If the bidder's figures are not legible and the bidder fails to provide bid amounts in writing, the bid will be considered non-responsive and shall not be considered for contract award. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures.

Erasures or interlineations in the bid must be explained or noted over the signature of the bidder. Any bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or items uncalled for, or in which any of the items are obviously unbalanced in the opinion of the Project Manager, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

In the event that the product of a unit price and an estimated quantity do not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern, and the correct total shall be deemed to be the amount bid.

The Bidder shall sign their bid in the blank space provided. Bids made by corporations or partnerships shall contain names and addresses of the principal officer or partners. If the bid is made by a corporation, it must be acknowledged by one of the principal officers thereof; if made by a partnership, by one of the partners.

#### 5. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be

included in an opaque sealed envelope, marked with the project title, name and address of bidder, and accompanied by the bid security and other required documents.

#### 6. WITHDRAWAL OF BID

Any bid may be withdrawn prior to the scheduled time for the opening of bid either by facsimile or written request. Oral communications or e-mails are not acceptable. Bidder accepts the risks of any communications not being received in time. If the withdrawal request is sent by facsimile, then the original must be received by the City of Silverton within forty-eight (48) hours of the bid closing time and date. No bid may be withdrawn after the time scheduled for the opening of bid unless the time specified in paragraph 11 of these Instructions to Bidders has elapsed.

#### 7. BID SECURITY

Bids must be accompanied by a cashier's check drawn on a bank in good standing, or a bid bond issued by a city approved surety company authorized to issue such bonds in the State of Oregon, in an amount of not less than 10% of the total amount of bid submitted. This check or bid bond shall be given as a guarantee that if awarded the contract, the successful bidder will execute the attached contract and furnish a properly executed Performance and Payment Bond in the amount of 100% of the contract price within the time specified.

The Owner reserves the right to retain the bid security of the three lowest bidders until the successful bidder has signed and delivered the contract. Upon failure of the successful bidder to sign and deliver said contract and Performance and Payment Bond within the specified time, the next lowest bid may be accepted at the Owner's discretion whereupon the above instructions and requirement will apply to the said second bidder.

If requested in writing, the bid securities, except the three lowest, will be returned promptly after the canvas of bids; bid security of the three lowest bidders will be returned within three (3) calendar days after the contract has been executed or other disposition made thereof in accordance with the provisions stated herein.

#### 8. CONDITIONS OF WORK

Each bidder must inform themselves of the conditions relating to the regular execution of the work and it is assumed that they will inspect the site and make themselves thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful bidder of their obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents.

Each bidder must inform themselves on all laws and statutes, both federal and state, relative to the regular execution of the work, the employment of labor, protection of public health, the protection of private property, rights-of-way, access to the work, fire protection regulations and similar requirements.

#### 9. FINANCING

The work will be financed by The City of Silverton. The Owner will make monthly payments for work performed.

#### 10. AWARD OF CONTRACT

Within thirty (30) calendar days after the opening of bids, the Owner will accept one of the bids or will act in accordance with paragraph 13 of these Instructions to Bidders. The acceptance of the bid will be by notice in writing, mailed or delivered to the office designated

in the bid.

#### 11. BASIS OF AWARD

The award will be made by the Owner to the lowest responsible bidder in accordance with ORS 279C.375.

The Owner reserves the right to accept or reject any or all bids and to waive any informalities and irregularities in said bids. Failure to meet the qualification requirements stated in the Invitation to Bid shall deem the bid unresponsive.

#### 12. EXECUTION OF CONTRACT

The successful bidder shall, within ten (10) business days after receiving Notice of Award, execute the contract hereto attached with the Owner.

#### 13. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

Should the successful bidder fail or refuse to execute the Contract, then the bid security deposited by said bidder shall be retained as liquidated damages by the Owner and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the bidder fails to enter into a contract and furnish bond as herein before provided. Bid security deposited in the form of a cashier's check shall be subject to the same requirements as a bid bond.

#### 14. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is stated in the Agreement. Delays and extensions of time may be allowed at the Owner's option.

#### 15. NOTICE TO PROCEED

It is the intent of the Owner to issue a "Notice to Proceed" at a preconstruction meeting on August 7, 2012. All work shall be completed by November 12th, 2012 or within the agreed time of completion, whichever occurs first. The undersigned agrees that the "time of completion" shall be as defined in the Agreement of these Specifications and that they will complete the work within the specified time after "Notice to Proceed" has been issued by the Owner.

#### 16. CONTRACTOR'S CONSTRUCTION SCHEDULE

Bidders shall provide a timeline, including, but not limited to, the start of construction, timeframes for major items of work, utility relocation, and completion of construction in accordance with any terms provided in the Special Provisions. An acceptable construction schedule format is 8-1/2" x 11" or 11" x 17", providing it is readable to City representatives.

-End-

# **BIDDER'S CHECK LIST**

Bidder's attention is called to the following. Any required forms must be executed in full as required.

#### **BID SHEETS**

Each Bidder shall complete all sheets in the bid.

#### **BID SCHEDULE**

Prices must be written in the spaces provided and must be expressed in figures.

#### **BID BOND FORM**

This form is to be executed by the Bidder and their Surety. The amount of cash, certified check or bid bond shall not be less than 10% of the total amount bid.

#### NON-COLLUSION AFFIDAVIT AND INSTRUCTIONS FORM

Each Bidder shall complete this form to be submitted with bid.

#### The following forms are to be executed after the contract is awarded:

#### AGREEMENT

This is the contract to be executed by the successful bidder.

#### PERFORMANCE AND PAYMENT BOND

To be executed by the successful bidder and their surety company prior to the execution of the contract by the Owner.

#### PUBLIC WORKS WAGE CERTIFICATION FORM

Shall be completed in accordance with State law and submitted monthly and with the first and last request for payment.

#### CERTIFICATE OF INSURANCE

To be executed by the successful bidder and their insurance company prior to the execution of the contract by the Owner.

#### The following document to be submitted with the executed contracts:

#### CONTRACTOR'S DRUG-TESTING POLICY

Submit copy of Drug Testing Policy per Article VII of the Agreement.

#### CONTRACTOR'S CONSTRUCTION SCHEDULE

Bidders shall provide a timeline, including, but not limited to, the start of construction, timeframes for major items of work, utility relocation, and completion of construction in accordance with Subsection 00180.41 of the Special Provisions. An acceptable construction schedule format is 8-1/2" x 11" or 11" x 17", providing it is readable to City representatives.

#### MATERIAL SUBMITTALS

Submit three copies of all material submittals. The Engineer and City representatives will review and return one original copy to the Contractor with the executed Contract.

- End -

City Council City of Silverton 306 South Water St Silverton, OR 97381

This Bid is submitted as an offer by the undersigned to enter into contract with the City of Silverton, hereinafter referred to as the "Owner," to furnish all labor, material, equipment and services required for the construction of the Community Wayfinding Signage Installation project in Silverton, Oregon as noted in the completed schedule listed hereinafter and as shown in the detailed Specifications and which are a condition hereof with the same force and effect as though they were attached hereto. This offer is conditioned on the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Silverton to the term and prices herein submitted.

- 1. The undersigned, hereinafter called the "Bidder," declares that the only persons or parties interested in this bid are those named herein, that the bid is in all respects fair and without fraud, and that it is made without any connection or collusion with any person making another bid on this contract.
- 2. The Bidder further declares that they have carefully examined the Specifications for the construction of the proposed improvements; that they have personally inspected the contemplated construction area or areas; that they have satisfied themselves as to the quantities of materials, items of equipment, and conditions of work involved, including the fact that the description of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Specifications; and that this bid is made according to the provisions and under the terms of the Specifications which are hereto attached and are hereby made a part of this bid.
- 3. The Bidder agrees that if this bid is accepted, they will, within ten (10) calendar days after the notification of acceptance, execute the Contract with the Owner in the form of contract specified, and will, at the time of execution of the Contract, deliver to the Owner the Performance and Payment Bonds required herein, and will, to the extent of this bid, furnish all the materials necessary to complete the work by **November 12th, 2012** according to methods as specified in the Specifications and required by the Project Engineer.
- **4.** All of the Specifications and the Plans, which are listed herein, have been examined by the undersigned and their terms and conditions are hereby accepted.
- 5. It is understood that the Contract Plans may be supplemented by additional drawings and specifications in explanation and elaboration of the Contract Plans. It is agreed that such supplemental drawings, where not in conflict with those referred to in paragraph 4 above, will have the same force and effect as if completed and attached hereto, and that when received, they will be considered a part of the Contract Documents.

- 6. It is understood that all work be performed under the Bid Schedule outlined herein and that for said prices, all services, material, labor, equipment and all work necessary to complete the project in accordance with the Plans and Specifications shall be furnished for the said prices named. If there shall be an increase in the scope of the work covered by the Bid Schedule, it shall be computed on the basis of "extra work" for which an increase in payment will have been earned and if there shall be a decrease in the Scope of Work, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment or service which may appear on the Plans or in the Specifications, is for the sole purpose of assisting the undersigned in checking their own independent calculations and at no time shall the undersigned attempt to hold the Owner, the Project Engineer, or any other person, firm or corporation, responsible for any errors or omissions that may appear in any estimate. In addition, the Contractor shall notify and obtain approval from the Project Manager of any overtime operations as soon as possible but no less than 48-hours before the work is to occur.
- 7. The cash, certified check, or bid bond accompanying this bid shall be payable to the City of Silverton to the extent of 10% of the amount of the bid in case this bid is accepted by the Owner and the undersigned shall fail or refuse to execute the Contract and furnish a Performance and Payment Bond as required by the Specifications within the time limit named therein after notification that said bid is accepted, all in accordance with the provisions of this bid and the Plans and Specifications which are a part hereof.

#### 8. QUALIFICATIONS OF INSURANCE AND BONDING COMPAINIES

**Minimum Financial Security Requirements.** All bonding and insurance companies providing insurance or bonds required by the Contract must meet certain minimum financial security requirements. These requirements conform to the rating published by A.M. Best & Co. and a current Bests Key Rating Guide-Property-Casualty. All companies providing bonds or insurance under this Contract must:

- Have a current Bests Rating not less than A-;
- Have a current Bests Financial Size Category not less than Class IX;
- Be authorized to conduct and transact insurance and surety contracts in State of Oregon; and
- Be a U.S. Treasury Circular 570 listed company, if providing payment or performance bonds.

**Failure to Meet Minimum Financial Security Requirements**. If the issuing company does not meet these minimal requirements, or for any other reason is unsatisfactory to Owner, written notification will be made by Owner to Operator, who must promptly obtain a new policy or bond issued by an insurer/surety acceptable to Owner and will submit evidence of that satisfactory to Owner.

- **9.** All items for the Contract for which forms are provided herein have been completed in full by the showing of lump sum price or prices for each and every item thereof, and for the showing of other information indicated by the bid form.
- **10.** The undersigned agrees that the "time of completion" shall be as defined in the Agreement of these Specifications and that they will complete the work within the specified time after "Notice to Proceed" has been issued by the Owner.
- **11.** The final punch list shall also be complete to the approval of the engineer.

#### {13}COMMUNITY WAYFINDING SIGNAGE INSTALLATION

#### **12. Maintenance Warranties and Guarantees**

A. Post-Construction Review – The Contractor or Engineer may request a Post-Construction Review meeting. The meeting may be held if agreed to by both parties. The party making the request will conduct the meeting, and will announce the time and place of the meeting at least 15 calendar days prior to the meeting date. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects.

#### B. Responsibilities for Material and Workmanship

Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, for the Agency to file for repairs of defective work due to the Contractor's improper use of materials and/or workmanship.

#### C. Responsibilities for Material and Workmanship

In addition to and not in lieu of any other warranties required under the Contract, the Contractor's Performance and Payment Bond shall include a two (2) year warranty period from the time of Final Acceptance for use of improper materials and/or workmanship. This provision of the Performance and Payment Bond is to secure the Contractor's performance of any corrective work that may need to be performed within the first two (2) years from the Final Acceptance of the project. This warranty period shall be stated in the Performance Bond.

If Contractor, after written notice, fails within **ten (10) days** to proceed to comply with the terms of this section, Owner may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the Engineer, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the Engineer to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

- **13.** The Bidder further proposes to accept as payment in full for the work proposed herein the amount computed under the Bid Schedule and as further provided by the provisions of the Specifications.
- **14.** If the Bidder is awarded a construction Contract for this bid, the Surety who will provide the Performance Bond will be:

Surety Co. Name:	
Agent Name:	
-	
Address:	

Phone No.:	
Fax No.:	
Email:	

**15.** The name of the Bidder who is submitting this bid is:

Bidder Co. Name:		
Contact Name:		
Address:		
Phone No.:		
Fax No.:		
Email:		

Which is the address to which all communications concerned with this bid and with the Contract shall be sent.

16. The names of the Insurance Company is:

Insurance Co.	
Name:	
Contact Name:	
Address:	
Phone No.:	
Fax No.:	
Email:	

**17.** The names of the principal officers of the corporation submitting this bid or of the partnership, or of all parties interested in this bid as principals are as follows:

**18.** The undersigned, as Bidder, acknowledges that Addenda No. \_\_\_\_ through \_\_\_\_\_ have been delivered to them and have been examined as part of the Contract Documents.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- **19.** The undersigned, as Bidder, acknowledges that they will comply with the provisions of ORS 279C.800 to 279C.870 relating to prevailing wage rates that are included in the agreement. Signing of this bid constitutes compliance and a separate statement is not necessary.
- **20.** In accordance with ORS 279C.505(2), the Contractor shall demonstrate that an employee drug-testing program is in place. The **contractor shall provide a copy of the drug testing policy** to demonstrate that such a program is in place.
- **21.** Declaration of Residency

I \_\_\_\_\_\_ a "resident bidder"\* as defined by ORS 279A.120. ("am" or "am not")

I \_\_\_\_\_\_ a licensed contractor pursuant to ORS 701.021. ("am" or "am not")

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

22. Contractors must be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in order to submit a bid to do work as a contractor. The Contractor's Construction Contractors Board registration number is

	; or	the Contractor's State Landscape Contractors
Board license number is		

(If sole Proprietor or Partnership)

Witnessed this (\_\_\_\_\_\_ day of \_\_\_\_\_\_, 2012 by:

Name (Proprietor or Partnership)

Address \_\_\_\_\_

Signature of Bidder

Title

Attest (if applicable): Partner

(If Corporation)

In witness whereof, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_\_,2012.

Name (of Corporation)

Address \_\_\_\_\_

Signature

Title

Attest (Secretary)

-End-

# **BID SCHEDULE**

### 2012 Community Wayfinding Signage Installation Program

Description	Quantity	Unit	Unit Price	Total
1. Mobilization				
	All Req'd.	LS	\$	\$
2. Temporary Traffic Control Labor				
(flagging hours only).	All Req'd	LS	\$	\$
3. Installation of 80" x 68.75" sign				
	5	EA	\$	\$
<ol> <li>Removal and Reinstall 3 leg PSST sign</li> </ol>	1	EA		
5. Removal of existing signs &	4	EA		
posts				
6. Installation of 63" x 53" sign				
	10	EA	\$	\$
Total Bid				\$

LS = Lump Sum, HRS = Man-hours, SY = Square Yards, LF = Lineal Feet, EA = Each, SF = Square Feet, CY = Cubic Yards

-End-

### NON-COLLUSION AFFIDAVIT

Community Wayfinding Signage Installation

STATE OF OREGON )		
County of)		
I state that I am	(Title)	of
	(Name of Firm)	

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other prime contractor, bidder or potential bidder, except as disclosed in the attached appendix.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

(5) The above named firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that the above named firm understands and acknowledges that the above representations are material and important, and will be relied on by the CITY OF SILVERTON in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as

fraudulent concealment from the CITY OF SILVERTON of the true facts relating to this submission of bids for this contract.

I make these statements under penalty of perjury.

Signature

Print Name

Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public for Oregon My commission expires:

## INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

- 1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids on a finding of the agency that it is in the public interest to do so. This agency finds that it is in the public interest to require the completion of this affidavit by potential contractors.
- 2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- 3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- 4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
- 5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- 6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
- 7. A completed, signed and notarized Affidavit must be submitted with the bid before the bid opening.

### **BID BOND FORM**

Η	erewith find deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of
\$	which amount is not less than 10% of the total bid.

Sign Here	
BID BOND No	

KNOW ALL MEN BY THESE PRESENTS:

That we,

\_\_\_\_, as

Principal, and \_\_\_\_\_\_\_, as \_\_\_\_\_\_, so Surety, are held and firmly bound unto the City of Silverton as obligee, hereinafter called Owner, in the penal sum of

dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

The condition of this obligation is such that if Owner shall make any award to the Principal for the 2012 Community Wayfinding Signage Installation project according to the terms of the bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with Owner in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by Owner; or if the Principal shall, in case of failure to do so, pay and forfeit to Owner the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to Owner, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS	DAY OF	, 2012.
	Principal	
Principal Representation	ve Name and Title	
F	Principal Signature	
	Phone No.:	
	Fax No.:	
Surety Attor	mey-in-Fact Name	
Received return of deposit in the sum of \$ _	Surety Signature	this
day of		
Signed		

#### ATTACH BID BOND TO THIS PAGE.

# Section II – CONTRACT FORMS

## AGREEMENT

AGREEMENT, made on the \_\_\_\_\_ day of, **2012** by and between the City of Silverton, party of the first part, hereinafter called the "Owner", and \_\_\_\_\_, party of the second part, hereinafter called the "Contractor."

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

#### ARTICLE I - SCOPE OF THE WORK

The Contractor hereby agrees to furnish all of the materials and all of the equipment necessary, and to perform all of the work shown on the Drawings and described in the Specifications for the City of Silverton projects entitled:

#### 2012 Community Wayfinding Signage Installation

All in accordance with the requirements and provisions of the Contract Documents dated March 03, 2012.

The following Addenda are included as a part of these Contract Documents:

No:	Date:
No:	Date:

#### **ARTICLE II - TIME OF COMPLETION**

- (A) The work will be completed and ready for final payment in accordance with the contract document by **November 12th, 2012**, or within the agreed time of completion, whichever occurs first
- (B) Owner and Contractor recognize that time is of the essence of this agreement and that the Owner will suffer financial loss if the work is not substantially completed within the time specified above, plus any extensions thereof allowed. They also recognize the delays, expenses and difficulties involved in proving, in a legal proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner <u>\$250.00</u> (two hundred fifty dollars) for each calendar day that expires after the time specified for substantial completion until the work is substantially complete.

#### **ARTICLE III - CONTRACT AMOUNT**

#### This Contract, unless amended in accordance with the Contract Documents, is in the amount of

\$

In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Owner and to the satisfaction to the extent provided in the Contract Documents, the Owner agrees to pay to the Contractor the total amount bid, to make periodic payment in the manner and times provided in the following:

1. On not later than the fifth day of every month the Contractor shall prepare and submit an estimate covering the total quantities under each item that have been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the Bid Schedule for such items together with such supporting evidence as may be required by the Owner and/or Contractor. Failure by the Contractor to submit complete and clear documentation will delay payment.

2. On not later than the 15th day of the month, the Owner shall, after deducting previous payment made, pay to the Contractor 95% of the amount of the estimate as approved by the Project Manager. The 5% retained percentage will be held by the Owner until the final completion of all the work under the Contract. The retained amount will be deposited by the City in the State Investment Pool and held until the final payment is made.

#### **ARTICLE IV-PREVAILING WAGE RATES**

The Contractor hereby agrees to pay all workers prevailing wage rates in accordance with ORS 279C.800 to 279C.870. The Contractor shall pay daily, weekly, holiday and weekend overtime as required by (ORS 279C.520. If Contractor fails to pay labor and services, the City can pay and withhold these amounts from payments due to Contractor as allowed under ORS 279C.515.

#### **ARTICLE V - PERFORMANCE AND PAYMENT BOND**

The Contractor shall, within ten (10) days after the receipt of the "Notice of Award," and before the commencement of any operations hereunder, execute the Contract and furnish the Owner with a signed copy of the Performance and Payment Bond constituting a portion of the Contract Documents.

#### **ARTICLE VI - ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner shall make such inspection, and when the work is acceptable under the Contract fully performed, promptly issue a final certificate, stating that the work required by the Contract has been completed under the terms and conditions thereof and the entire balance found to be due the Contractor by the Owner will be paid.

Before final payment is due, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, the Owner shall without terminating the Contract, make payment of the balance due for the portion of the work fully completed. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Final payment of all monies shall be made within 30 days of the final completion and acceptance of the work, including project correction list, by the Owner.

#### ARTICLE VII – DRUG TESTING POLICY

In accordance with ORS 279C.505(2), the Contractor shall demonstrate that an employee drug-testing program is in place. The contractor shall provide a copy of the drug testing policy to demonstrate that such a program is in place.

#### **ARTICLE VIII - MAINTENANCE OF THE SYSTEM**

The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing or developing in the workmanship or materials performed or furnished under this contract for a period of two (2) years after the date of Final Acceptance of the entire project by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

#### CONTRACTOR:

CITY OF SILVERTON

Name of Firm

By: \_\_\_\_\_

Bob Willoughby City Manager

Ву:\_\_\_\_\_

Attest: \_\_\_\_\_ Bob Willoughby City Recorder

Typed or Printed by:\_\_\_\_\_

Title:\_\_\_\_\_

Mailing Address: 306 South Water Street Silverton. OR 97381

Mailing	
Address:	

Approved as to form:

Courtney Lords City Attorney

Employer I.D. No.:\_\_\_\_\_

#### **ARTICLE IX – CONTRACT DOCUMENTS**

Contractor will comply with all provisions set forth in the Contract Documents. The term "Contract Documents" means and includes the following:

Invitation to Bid Instructions to Bidders Bid Bid Schedule Bid Bond Form Agreement Performance and Payment Bond Notice of Award Notice to Proceed Change Order Certificate of Insurance General Conditions Special Provisions Certificate of Completion Certificate of Completion

#### ARTICLE X – MISCELLANEOUS

1. Conflict Resolution. Should any dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event that such mediation efforts fail, through litigation.

Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Marion County Circuit Court upon the request of either party, costs of mediation shall be shared equally by both parties. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section.

2. Assignment. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and specifically without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 3. Binding Agreement. Owner and Contractor each binds itsself, its partners, successors, assigns and legal representatives to the other party hereto, itself partners, successors, assigns and legal representatives; with respect to all covenants, agreements and obligations contained in the Contract Documents.
- 4. Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any law, regulation, or court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 5. Notices. Any written notices permitted or required by the Contract Documents shall be deemed given when personally delivered, or five (5) days after deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representatives of the parties as set forth below or when delivered by electronically confirmed facsimile transmission to the FAX address and attention of the representatives of the parties set forth below:

Contractor:	
Owner:	

Or such other address as either party may provide to the other by notice in accordance with this provision.

- 6. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. Notwithstanding any contrary provision in the Contract Documents, any action arising out of this Agreement will be tried in the Circuit Court of the State of Oregon in Marion County. Any trial will be to the court without a jury with each side bearing their own costs and attorneys and expert fees. If a dispute 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. In no event shall this paragraph be construed as a waiver by the Owner of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. Contractor by execution of the Contract hereby consents to the personal jurisdiction of the courts referenced in this paragraph.
- 7. Survival. Any obligation arising under the Agreement which is not, or cannot be performed or paid prior to the expiration or termination of the Agreement, including, but not limited to, all provisions concerning the quality of the Work, warranties and obligations for payment, indemnification, and reimbursement, shall survive termination or expiration of the Agreement.
- 8. Integration; Amendment. This Agreement and the Contract Documents include the entire agreement between Owner and Contractor as of its date of execution and shall not be modified or amended, except for in writing and signed by both parties.

- 9. Waiver. Failure of the Owner to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 10. Default and Willful Violation. If the Contractor willfully violates any of the provisions of the Silverton Municipal Code, or any of the provisions of State law governing public contracts, or if Contractor knowingly files false affidavits of compliance required under the Agreement, Contractor shall waive for a period of one year any right to bid upon any public improvement project let by Owner. If Contractor or any of Contractor's subcontractors violates any such provisions or files any such false affidavits of compliance, or in the event Contractor otherwise fails to perform any of its obligations under this Agreement, time and quality of performance being of the essence, City may, at its option, terminate this Agreement upon written notice to Contractor. In the event of a termination of this Agreement or a subcontract under these provisions, Contractor or the subcontractor, if applicable, shall forfeit all rights under this Contract or the subcontract, as the case may be. Owner's claim for damages resulting from the Contractor's breach shall survive a termination of the Agreement.

-End-

### PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, that we

as Principals, and a corporation, duly authorized to do a general surety business in Oregon, as Surety, are jointly and severally held and bound unto **The City of Silverton** 

the Obligee herein, in the sum of \_\_\_\_\_

(Dollars), (\$\_\_\_\_\_) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

### THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, \_\_\_\_\_(Contractor)

the Principal herein, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, entered into a Contract with the Obligee for construction of the 2012 Community Wayfinding Signage Installation project.

Contract Documents consist of the Invitation to Bid, the Instructions to Bidders, the Bidder's Check List, the Bid with Bid Schedule, the Bid Bond Form, the Agreement, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Special Provisions, the Specifications, and the Plans, all as to hereto attached and made a part thereof, whereby said Principal undertakes to do all labor, furnish all plants and equipment, and furnish all materials, in accordance with all terms and conditions set forth in said Contract Documents; and to promptly make payment for all labor, services, material, and sums due the Workmen's Compensation Board, or equivalent, the Collector of Internal Revenue, and the Treasurer of the State of Oregon; and to save harmless the Obligee from any claim for damages or injury to property or persons arising by reason of said work, as set forth more fully in said Contract Documents; and to do and perform all things in said Contract Documents required, in the time and manner and under the terms and conditions therein set forth; and in conformity with all laws, State and National, applicable thereto.

Now, therefore, if said Principal herein shall promptly pay all persons furnishing labor, services, and material, and Workmen's Compensation insurance for equivalent, and Social Security and Unemployment Compensation to them and to their subcontractor or to their assigns, on or about said work; and shall, commencing with the date hereof and continuing for two (2) years the complete performance of the Contract and the final acceptance of the work in the Contract, save harmless the Obligees, its officer and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform and furnish all matters and things as by them in said Contract undertaken, and as by law, State and National, prescribed, then this obligation be void: but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is subject to the following further conditions as applicable.

- (A) All suppliers of material, and all persons who shall supply laborers, mechanics, or subcontractors with material, supplies, or provisions for carrying on such work, shall have a direct right or action against the Principal and Surety on the Bond, second only to the right of the Obligee under this Bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporation having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than two [2] years after the complete performance of said Contract and final acceptance of the work in the Contract) and to have such claim adjudicated in such action and judgment rendered thereon.
- (B) In no event shall the Surety be liable for a greater sum than the penalty of this Bond.
- (C) The said Surety, for their value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
- (D) The Principal herein shall faithfully and truly observe and comply with the terms of the Contract and shall well and truly perform all matters and things by them undertaken to be performed under said Contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such Contract and shall not permit any lien or claim to be filed or prosecution against the Obligees, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the Workmen's Compensation Board or equivalent and all contributions or amounts due the State Employment Compensation Trust Fund incurred in the performance of said Contract, and shall also pay all sums of money withheld from the employees and payable to the State Tax Commission pursuant to ORS 316.207 and 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 Principal, pursuant to the laws of this State and any Contract entered into pursuant thereto or collected or deducted from the wages of said employee pursuant to any law, contract, or agreement for the purpose of providing or paying for such services, and shall do all things required of said Principal by the laws of this State.

This Bond is given and received under the authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this Bond and made a part hereof.

	, this	day of _		_, 2012
	(Surety)	(Surety)		_(SEAL)
	(Name)	(Name)		_(SEAL)
	(Signature)	(Signature)		(SEAL)
			Principal	_(SEAL)
Witnesses:				
				_(SEAL)
				_(SEAL)
				_(SEAL)
Countersigned:				
Ву:		(Reside (Signati	nt Agent Name) ure)	

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in

The Attorney-In-Fact-Resident Agent who executes this Bond on behalf of the Surety Company, must attach a copy of their power-of-attorney as evidence of their authority.

To each executed original of this Bond there must be attached a complete set of the "Contract Document," as the term is defined in the General Conditions, with all corrections, interlineations, signatures, etc., completely reproduced therein.

### ATTACH PERFORMANCE AND PAYMENT BOND TO THIS PAGE.

-End -

### CERTIFICATE OF INSURANCE

This Certificate of Insurance is issued to the terms, conditions and coverage of Policy No. issued to \_\_\_\_\_

at \_\_\_\_\_\_. Date of Expiration \_\_\_\_\_\_

This Certificate of Insurance is not intended to affirmatively or negatively alter, extend or rescind any of the existing terms, conditions or coverage of the above-mentioned policy.

TYPE OF INSURANCE	LIMITS OF LIABILITY (2,000,000 min for each)		
		EACH OCCURRENCE	AGGREGATE
GENERAL LIABILITY Comprehensive Form	Bodily Injury		
Manufacturer's and Contractor's Liability Broad Form Property Damage	Property Damage		
Owner and Contractor's Protective Blanket Contractual Products/ Completed Operations	Bodily Injury and Property Damage Combined		
Automotive	Personal Injury		
Automotive Comprehensive Form	Bodily Injury and Property Damage Combined		
Excess Liability Umbrella Form	Bodily Injury and Property Damage Combined		
WORKER'S COMPENSATION	Statutory		

DATE:\_\_\_\_\_

SIGNATURE:	

The Contractor shall name as an additional insured on all insurance certificate(s) the following jurisdictions and organizations, their employees, elected officers and agents:

- City of Silverton Owner and Owner's Agents •
- Designated Employee of City of Silverton Engineer •
- The State of Oregon, its Department of Transportation and members thereof, its officers and • employees.

With respect to all insurance required by this paragraph, Contractor agrees to wave all rights of subrogation against Owner, Engineer, Engineer's Consultants and each additional insured identified in the Supplemental Conditions.

Note: A standard certificate of insurance form such as the Accord form may be substituted for this form and **attached to this page**.

-End-

# Appendix "A" – Prevailing Wage Rates

### STATE PREVAILING WAGE RATES

On May 15, 2006, the Bureau of Labor and Industries (BOLI) initiated a rule revision that allows public agencies to include a reference to a web address for BOLI wage rates rather than include all the wage rates in paper form in their bid proposals.

Wage rates for this project are those published by BOLI effective June 28<sup>th</sup> 2012. The web address is www.oregon.gov/BOLI.

# Appendix "B" – Plans and Details







4" Letter Height



1. Wood posts are available in the following commercial lengths: 12', 14', 16', 18', 20'.

2. Material shall be Douglas Fir No. 1 and according to Section 02110.40. 3. For horizontal and vertical clearances of permanent signs refer to TM200 and of 4. Wood post design in accordance with the 5th Edition 2009 AASHTO Standard

Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic

5. Use the 3 second gust wind speeds shown on TM671 for the site specific sign location. 6. General design parameters are Kz = 0.87, SIF (duration factor) = 1.6, Cd (sign) = 1.20.

7. The sign width to sign height or sign height to sign width ratio shall not exceed 5.0. 8. Permanent signing uses an Ir = 0.71 for a recurrence interval of 10 years. 9. Temporary signing uses on Ir = 0.45 for a recurrence interval of 1.5 years. 10. Posts protected by barrier or guardrail do not require field drilled holes. 11.  $4'' \times 4''$  posts should not be used in snow plow areas.

1. Excavate the hole at least 12" larger in diameter than the diagonal dimension of the post. Maintain at least 6" of space around the edges of the past to accomodate

3. The space around the wood post shall be backfilled to finished ground surface. 4. Backfill with selected general backfill meeting the requirements of 00330.13.

6. Solidly rom and tamp the layers into the excavation area around the post.

8. Replace and finish the surface around the post to match the surrounding surface.



1. Perforated Steel Square Supports are designed in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals 4th Edition, 2001. 2002, 2003, and 2006 interim revisions. 2. The design basic wind speed (3 second gust) shall be according to the wind map shown on

3. Material grade for base hardware connection shall be according to the manufacturer's 4. Use  $\frac{7}{16}$  diameter holes at 1" spacing on each of the 4 sides. 5. Steel post shall have a minimum yield stress of 50 ksi. 6. Steel shall be galvanized according to ASTM A653 with coating designation G140. Steel shall be galvanized according to ASTM AB35 with county designation GT40.
 General design parameters are Kz = 0.87, Cd (sign) = 1.20, and G = 1.14.
 Permanent signing uses an Ir = 0.71 for a recurrence interval of 10 years.
 Temporary signing uses an Ir = 0.45 for a recurrence interval of 1.5 years.
 The sign width to sign height or sign height to sign width ratio shall not exceed 5.0.
 For horizontal and vertical clearances of permanent signs refer to TM200 and of

2¼4" - 12 ga. Perforated Steel Square Tube 21/2" – 12 ga. Perforated Steel Square Tube

Number of Posts		
1	2	3
Anchor	Anchor	N/A
Anchor	Slip	Slip
Slip	Slip	Slip
Slip	Slip	Slip

BASE REQUIREMENTS



## Signage Details - Signs within 200' of Proposed Sign



Sign No. 1 (Proposed) (NORWAY AV)

Sign No. 2 (Existing)



## Sign No. 3 (Existing)



1. Wood posts are available in the following commercial lengths: 12', 14', 16', 18', 20',

 Material shall be Dauglas Fir No. 1 and according to Section 02110.40.
 For horizontal and vertical clearances of permanent signs refer to TM200 and of temporory signs refer to TM821. 4. Wood post design in accordance with the 5th Edition 2009 AASHTO Standard

Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic

5. Use the 3 second gust wind speeds shown on TM671 for the site specific sign location. 6. General design parameters are Kz = 0.87. SIF (duration factor) = 1.6. Cd (sign) = 1.20,

7. The sign width to sign height or sign height to sign width ratio shall not exceed 5.0. 8. Permanent signing uses an Ir = 0.71 for a recurrence interval of 10 years. 9. Temporary signing uses an Ir = 0.45 for a recurrence interval of 1.5 years. 10. Posts protected by barrier or guardrail do not require field drilled holes. 11. 4" x 4" posts should not be used in snow plow areas.

1. Excavate the hole at least 12" larger in diameter than the diagonal dimension of the post. Maintain at least 6" of space around the edges of the post to accomodate

3. The space around the wood post shall be backfilled to finished ground surface. 4. Backfill with selected general backfill meeting the requirements of 00330.13.

6. Solidly rom and tamp the layers into the excavation area around the post.

8. Replace and finish the surface around the post to match the surrounding surface.



Signage Details - Signs within 200' of Proposed Sign



Sign No. 1 (Existing)



Sign No. 2 (Existing)



Sign No. 3 (Existing)

Sign No. 4 (Existing)



6' 8"

Sign No. 5 (Proposed)

4" Letter Height



1. Wood posts are available in the following commercial lengths: 12', 14', 16', 18', 20'.

- 2. Material shall be Douglas Fir No. 1 and according to Section 02110.40. 3. For horizontal and vertical clearances of permanent signs refer to TM200 and of
- 4. Wood post design in accordonce with the 5th Edition 2009 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic
- 5. Use the 3 second gust wind speeds shown on TM671 for the site specific sign location. 6. General design parameters are Kz = 0.87, SIF (duration factor) = 1.6, Cd (sign) = 1.20.
- 7. The sign width to sign height or sign height to sign width ratio shall not exceed 5.0. 8. Permanent signing uses an Ir = 0.71 for a recurrence interval of 10 years. 9. Temporary signing uses an Ir = 0.45 for a recurrence interval of 1.5 years. 10. Posts protected by barrier or guardrail do not require field drilled holes. 11. 4" x 4" posts should not be used in snow plow areas.

- 1. Excovate the hole of least 12" larger in diameter than the diagonal dimension of the post. Maintain at least 6" of space around the edges of the post to accomodate
- 3. The space around the wood past shall be backfilled to finished ground surface. 4. Bockfill with selected general backfill meeting the requirements of 00330.13.
- 6. Solidly rom and tamp the layers into the excavation area around the post.7. Dampen during placement if too dry to compact properly.
- 8. Replace and finish the surface around the post to match the surrounding surface.



### Signage Details - Signs within 200' of Proposed Sign



Sign No. 1 (Existing)



6' 8"

Sign No. 2 (Proposed) 4" Letter Height



# Sign No. 3 (Existing)



(Actual Sign Non-Legible)



1. Wood pasts are available in the following commercial lengths: 12', 14', 16', 18', 20'.

- Material shall be Douglas Fir No. 1 and according to Section 02110.40.
  For horizontal and vertical clearances of permanent signs refer to TM200 and of 4. Wood post design in accordance with the 5th Edition 2009 AASHTO Standard
  - Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic
- 5. Use the 3 second gust wind speeds shown on TM671 for the site specific sign location. 6. General design parameters are Kz = 0.87, SIF (duration factor) = 1.6, Cd (sign) = 1.20,
- The sign width to sign height or sign height to sign width ratio shall not exceed 5.0. Permanent signing uses on Ir = 0.71 for a recurrence interval of 10 years. 9. Temporary signing uses an Ir = 0.45 for a recurrence interval of 1.5 years. 10. Posts protected by barrier or guardrail do not require field drilled holes. 11. 4" x 4" posts should not be used in snow plow areas.

- 1. Excavate the hole at least 12" larger in diameter than the diagonal dimension of the post. Maintain at least 6" of space around the edges of the post to accomodate
- 3. The space around the wood post shall be backfilled to finished ground surface. 4. Backfill with selected general backfill meeting the requirements of 00330.13.
- 6. Solidly rom and tamp the layers into the excavation area around the post. Dampen during placement if too dry to compact properly.
   Replace and finish the surface around the post to match the surrounding surface.



## Signage Details - Signs within 200' of Proposed Sign



Sign No. 1 (Existing)



6' 8"

Sign No. 2 (Proposed) 4" Letter Height





1. Wood posts are available in the following commercial lengths: 12', 14', 16', 18', 20',

2. Material shall be Douglas Fir No. 1 and according to Section 02110.40. 3. For horizontal and vertical clearances of permanent signs refer to TM200 and of 4. Wood post design in accordance with the 5th Edition 2009 AASHTO Standard

Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic

5. Use the 3 second gust wind speeds shown on TM671 for the site specific sign location. 6. General design parameters are Kz = 0.87, SIF (duration factor) = 1.6, Cd (sign) = 1.20,

The sign width to sign height or sign height to sign width ratio shall not exceed 5.0. Permanent signing uses an Ir = 0.71 for a recurrence interval of 10 years. 9. Temporary signing uses an Ir = 0.45 for a recurrence interval of 1.5 years. 10. Posts protected by borrier or guardrail do not require field drilled holes. 11. 4" x 4" posts should not be used in snow plow areas.

1. Excavate the hole at least 12" larger in diameter than the diagonal dimension of the post. Maintain at least 6" of space around the edges of the post to accomodate

3. The space around the wood post shall be backfilled to finished ground surface. Backfill with selected general backfill meeting the requirements of 00330.13.

6. Solidly ram and tamp the layers into the excavation area around the post. Dampen during placement if too dry to compact properly.
 Replace and finish the surface around the post to match the surrounding surface.



1. Wood posts are available in the following commercial lengths: 12', 14', 16', 18', 20'.

2. Material shall be Douglas Fir No. 1 and according to Section 02110.40. 3. For horizontal and vertical clearances of permanent signs refer to TM200 and of

4. Wood post design in accordance with the 5th Edition 2009 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic

5. Use the 3 second gust wind speeds shown on TM671 for the site specific sign location. 6. General design parameters are Kz = 0.87, SIF (duration factor) = 1.6, Cd (sign) = 1.20,

7. The sign width to sign height or sign height to sign width ratio shall not exceed 5.0. 8. Permanent signing uses an Ir = 0.71 for a recurrence interval of 10 years. 9. Temporary signing uses on Ir = 0.45 for a recurrence interval of 1.5 years. 10. Posts protected by barrier or guardrail do not require field drilled holes. 11. 4" x 4" posts should not be used in snow plow areas.

1. Excavate the hole at least 12" larger in diameter than the diagonal dimension of the post. Maintain at least 6" of space around the edges of the post to accomodate

2. Align the post in the hole to a vertical position.

The space around the wood post shall be backfilled to finished ground surface.
 Backfill with selected general backfill meeting the requirements of 00330.13.

6. Solidly ram and tamp the layers into the excavation area around the post. 7. Dampen during placement if too dry to compact properly.

8. Replace and finish the surface around the post to match the surrounding surface.

Project 22" x 34" and/or 24" x 36" and/or 11"x17" Plans Bound Separately

## Appendix "C" – Certificates of Completion & Compliance
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### CERTIFICATE OF COMPLETION (FINAL ACCEPTANCE)

Project: Project Name #XXXX		
Contractor:		
Contract Signed:	Contract Expires:	
Contract Completed:	Delinquent:	
I hereby certify that I have completed my contract, furnished th estimate of the City Engineer, according to the plans, specificatio	-	'ork as shown by the final
Contractor	Title	Date
The City hereby accepts the project as complete in compliance w	vith the plans, specifications and co	ontract documents.
Observer	Date	
Project Manager	Date	

The date of signing by the Contractor constitutes the beginning of the three-year bonded warranty period.

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### **CERTIFICATE OF COMPLIANCE**

Project:	Project Name #XXXX		
Contractor:			
Contract Sign	ed:	Contract Expires:	
Contract Com	ppleted:	Delinquent:	

I, (We) hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work, and that:

1. Not less than the prevailing rates of wages as ascertained by the Contracting Agency have been paid to laborers, works and mechanics employed on this work;

2. There have been no unauthorized substitutions or assignment of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Owner prior to the start of such subcontracted work;

3. All claims and indebtedness for material and labor and other service performed in connection with these specifications have been paid.

- 4. All moneys due the industrial Accident Fund (ORS 279B.220), the State of Unemployment Compensation Trust Fund (ORS 279B.230), the State Department of Revenue (ORS 316.162 to 316.212) hospital associations and/or others (ORS 279B.230) have been paid;
- 5. All private property and easement areas have been satisfactorily restored in accordance with the contract.

I hereby certify that I have completed my contract, furnished the materials, and performed the work as shown by the final estimate of the City Engineer, according to the plans, specifications and contract documents.

Contractor

Title

Date

The City hereby accepts the project as complete in compliance with the plans, specifications and contract documents.

Project Manager

Date

Appendix "D" – ODOT Drawings



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hwyr20m

7-1-2011 TM200.dgn

TM200

#### General Installation Notes:

- a. Signing details shown on this sheet are intended to convey "typical" conditions only. Individual locations may require installation different from those shown.
- For guidance regarding unique installations or exceptions call the Project Sign Designer or Region Traffic Section.
- b. Locate breakaway supports away from ditches to avoid problems with erosion, corrosion, debris, maintenance and breakaway performance. See Dwg. No. TM635 for more information.
- c. For wood post support details see Dwg. No. TM670.
- d. For perforated steelsquare tube support details see Dwg. No. TM681.
- e. For triangular base breakaway support details see Dwg. No. TM602.
- f. For multi-post breakaway support details see Dwg. No. TM600.
- g. Mounting heights should not be more than 3 inches more than the minimum heights shown, where practical.
- h. 2" vertical spacing between all signs.

### Notes:

- 1). 6' minimum if behind barrier.
- 2). 2' minimum if restricted R/W.
- 3). 20' for ramp terminals.
- 4). 8' minimum if bicycle path underneath.
- 5). 8' minimum if secondary signs attached.
- 6). 5' minimum if outside clearzone, in rural areas and no pedestrians underneath.

N/A	BASELINE REPORT DATE				
and use of this wing, while designed e with generally neering principles s, is the sole respon-	NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications				
	OREGON STANDARD DRAWINGS				
	SIGN INSTALLATION DETAILS				
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rofessional Engineer.	12-10-09 Sheet Completely Revised				
	Inv 24 2042 M200				



7-1-2011

TM201

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out consulting a	DATE	REVISION DESCRIPTION			
rofessional Engineer.	07-01-09	Updated Drawings To Fit Given Dimensions			
olessional Engineer.	12-10-09	Updated Drawings To Fit Given Dimensions For Typical Exit			

TM201



1. Wood posts are available in the following commercial lengths: 12', 14', 16', 18', 20',

- 2. Material shall be Douglas Fir No. 1 and according to Section 02110.40. 3. For horizontal and vertical clearances of permanent signs refer to TM200 and of temporary signs refer to TM821.
- 4. Wood post design in accordance with the 5th Edition 2009 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic
- 5. Use the 3 second gust wind speeds shown on TM671 for the site specific sign location. 6. General design parameters are Kz = 0.87, SIF (duration factor) = 1.6, Cd (sign) = 1.20,
- 7. The sign width to sign height or sign height to sign width ratio shall not exceed 5.0. 8. Permanent signing uses an Ir = 0.71 for a recurrence interval of 10 years. 9. Temporary signing uses an Ir = 0.45 for a recurrence interval of 1.5 years. 10. Posts protected by barrier or guardrail do not require field drilled holes. 11. 4" x 4" posts should not be used in snow plow areas.

#### Post Embedment Installation:

- 1. Excavate the hole at least 12" larger in diameter than the diagonal dimension of the post. Maintain at least 6" of space around the edges of the post to accomodate
- 2. Align the post in the hole to a vertical position.
- 3. The space around the wood post shall be backfilled to finished ground surface. 4. Backfill with selected general backfill meeting the requirements of 00330.13.
- 5. Place in layers not greater than 6 inches.
- 6. Solidly ram and tamp the layers into the excavation area around the post. 7. Dampen during placement if too dry to compact properly.
- 8. Replace and finish the surface around the post to match the surrounding surface.

E REPORT DATE	ACCOMPANI	ED BY DWGS.	SHEET	
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ssional Engineer.	01/09 Revised 100 mph and 110 mph X*Y*Z values.			
ssiona Engineer.	01/10	Updated all X*Y*Z values for Douglas Fir No. 1 material, changed 6" x 8" D from 5	to 7', and	
		added 3 post X*Y*Z values for signs greater than 15' and less than 20".	_	
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### SIGN ATTACHMENT DETAIL

The selection an Standard Drawir in accordance w accepted engine and practices, is sibility of the use be used without Registered Profe

CALC. BOOK NO.

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# Effective Date: December 1, 2011 - May 31, 2012

m676.dgn 05-JAN-2009

TM676

TM676

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			76



CALC. BOOK NO.

5752

#### GENERAL NOTES:

ТМ671.

- 1. Perforated Steel Square Supports are designed in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals 4th Edition, 2001, 2002, 2003, and 2006 interim revisions. 2. The design basic wind speed (3 second gust) shall be according to the wind map shown on
- 3. Material grade for base hardware connection shall be according to the manufacturer's recommendation and based on crash testing.
- 4. Use  $\frac{7}{16}$  diameter holes at 1" spacing on each of the 4 sides.
- 5. Steel post shall have a minimum yield stress of 50 ksi.
- 6. Steel shall be galvanized according to ASTM A653 with coating designation G140.
- 7. General design parameters are Kz = 0.87, Cd (sign) = 1.20, and G = 1.14.
- 8. Permanent signing uses an Ir = 0.71 for a recurrence interval of 10 years.
- 9. Temporary signing uses an Ir = 0.45 for a recurrence interval of 1.5 years. 10. The sign width to sign height or sign height to sign width ratio shall not exceed 5.0.
- 11. For horizontal and vertical clearances of permanent signs refer to TM200 and of
  - temporary signs refer to TM821.
- 12. Posts protected by barrier or guardrail do not require slip bases.



 $2^{1}/_{4}$ " - 12 ga.PSST to extend entire length inside of the  $2^{1}/_{2}$ " - 12 ga.PSST.

21/4" & 21/2" - 12 GA. DETAIL

No scale

ALC, BOOK NO.	BASELINE REPORT DATE		ed by dwgs. , TM671, TM687, TM688, TM775	sheet 1 of 3	
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole respon-		NOTE:	All material and workmanship shall be in accordate the current Oregon Standard Specifications	nce with	
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		PERFORATED STEEL SQUARE TUBE (PSST) SIGN SUPPORT INSTALLATION			
	ne user and should not	2008			
	ithout consulting a	DATE	REVISION DESCRIPTION		
Registered Professional Engineer.		01/09	Added multiple posts, silp bases, and X*Y*Z values. Changed TM775 to TM821.		
			TM	581	



07-JAN-2011 tm688.dgn

TM688

E REPORT DATE	ACCOMPAN	IED BY DWGS.	SHEET	
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essional Engineer.	01/11	Added two-direction arrow.		
		TMG	00	

## Effective Date: December 1, 2011 - May 31, 2012

I M688

Project 11"x17" OR 8  $\frac{1}{2}$ " X 11" Plans Bound Separately