



**SCAPPOOSE**  
*Oregon*

CITY CONTRACT NO. \_\_\_\_\_

**CITY  
INVITATION TO BID  
FOR  
DUTCH CANYON PRODUCTION WELL**

1. This project includes the drilling, construction and testing of a production well at the City of Scappoose's Dutch Canyon well site. The location of the existing Dutch Canyon well is shown on Figure 1, and the water well log is included. The City of Scappoose has noted declines in the production capacity at the existing Dutch Canyon well. This scope of work includes the completion of a replacement production well. The existing well (and well house) will remain at the site, and the original well will be used as a backup water
2. The City of Scappoose ("City") invites sealed bids from qualified firms to perform well drilling and construction services, as set forth in this Invitation to Bid (ITB).
3. City will receive sealed bids from qualified firms at Scappoose City Hall, 33658 East Columbia Ave., Scappoose, Oregon 97056 **until 2:00 pm local time, on June 16, 2017.** At that time, bids will be publicly opened and read aloud. No electronic or facsimile bids will be accepted. Use of UPS, Federal Express, or in-person deliveries are the recommended method of submittal at this location. U.S. Postal Service mail may be unreliable for timely delivery to this location.
4. **A bid bond in the amount of 10 percent of the bid is required to be submitted with the bid documents. A 100% payment bond and a 100% performance bond as per the attached bond forms will be required prior to beginning work.** Contractors must be licensed with the Oregon Construction Contractors Board (CCB) in accordance with ORS 701.021 prior to submitting their bid and must file a public work bond with the CCB.
5. The City bid bond (see Section 6 - Bid Forms), a cashier's check or a certified check for 10 percent of the bidder's total bid price, or an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 for that amount, must be submitted with the bid. **If a bidder conditions the bid bond to provide for the possibility of payment of any amount less than 10 percent of the total bid price, the bid bond will not be accepted,** and will cause the bid to be rejected as non-responsive. Bidders are advised to read Paragraph 00215 in the Bidding Requirements and Conditions Section of the General Provisions, entitled "Bid Security," and to comply with the requirements of that Section and that paragraph.
6. This solicitation is for a public work, subject to State of Oregon (ORS 279C.800 to 279C.870) prevailing wage rate laws. Bidders must certify compliance with prevailing wage requirements.
7. All questions regarding this Invitation to Bid should be directed to Darryl Sykes via

email (preferred method), [dsykes@cityofscappose.org](mailto:dsykes@cityofscappose.org) , or via phone: (503) 369-0297.

CITY

Date Issued: May 29, 2017

**INVITATION TO BID  
FOR  
CONTRACT NO.**

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## **SECTION 1 INTRODUCTION AND BACKGROUND INFORMATION**

### **1.1 Invitation to Bid (ITB)**

The City of Scappoose (“City”) is soliciting bids from qualified firms to provide all labor, materials, supervision, quality control, construction engineering, and incidentals to perform **Dutch Canyon Production Well**, in accordance with this ITB and all of its contents.

### **1.2 Project Organization**

The Contract for the Project will be executed between City and the selected Contractor.

Wherever the term “Owner” is used in this ITB it shall mean “City.” Wherever the terms “Prime Contractor”, “Contracting Entity” or “Offeror” are used in this ITB, it shall mean the legal entity that is offering to execute the contract with City as the successful bidder. The term “Contractor” as used in this ITB is inclusive of all entities and personnel of the proposed team including, but not limited to, the Prime Contractor, subcontractors, suppliers and vendors.

### **1.3 Pre-Bid Conference**

A formal Pre-Bid Conference will not be held. However, prospective bidders are encouraged to visit the Site. Contractors should contact Darryl Sykes to set up an appointment.

### **1.4 Project Award Schedule**

Issue ITB:	May 29, 2017
Pre-Bid Conference:	(at request of Bidder)
Bids Due to City:	June 16, 2017
Anticipated Contract Award:	June 21, 2017
Anticipated Notice to Proceed:	Jun 28, 2017
Substantial Completion:	Six weeks after work begins
Final Completion:	Two weeks after Substantial Completion
Contract Closeout:	Two weeks after Substantial Completion

This schedule is subject to change.

Substantial and Final Completion schedules will only be changed after Notice to Proceed in accordance with Contract change requirements.

### **1.5 General Description**

The Work to be done under this Contract includes, but is not limited to the drilling, construction, and testing of a municipal production well (Dutch Canyon #2)

### **1.6 Project Estimate**

City estimates a rough order of magnitude cost for this project as a range between \$130,000 and \$200,000

### **1.7 Technical Specifications and Drawings**

Technical Specifications and Drawings, referenced in this ITB as Section 5, are included as separate pdf “volumes” of specifications and plans.

## **1.8 Award of Contract**

City intends to award one contract to the responsive and responsible bidder that submits the lowest qualified bid price.

## **1.9 Organizational Conflict of Interest**

Because of the nature of this procurement, special attention is called to the potential for organizational conflict of interest. An organizational conflict of interest means that because of other activities, relationships or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice to the Owner; or a Contractor's objectivity in performing the contract work is or might be otherwise impaired; or a Contractor has an unfair competitive advantage.

Offerors shall disclose to City any and all potential organizational conflicts of interest. City will evaluate potential conflicts on a case-by-case basis.

(Sections 2 – 5 under separate cover)

**SECTION 2**  
**CITY GENERAL PROVISIONS**

## **GENERAL PROVISIONS**

### **00100 TERMS AND DEFINITIONS**

### **00200 BIDDING REQUIREMENTS AND CONDITIONS**

### **00100 TERMS AND DEFINITIONS**

**"Change Order"** The term "Change Order" means a written document signed by City of Scappoose, issued to the Contractor which alters the scope of the Work to be performed by the Contractor, changes the schedule for performance of the Work, increases or decreases the Contractor's compensation, or makes any other change to the Contract.

**"Change Request"** The term "Change Request" means a document issued by the Contractor or City of Scappoose to the Resident Engineer requesting that a Change Order be issued.

**"Construction Schedule"** The term "Construction Schedule" means the schedule prepared by the Contractor and accepted by City of Scappoose setting forth the logical sequence of activities required for the Contractor's orderly performance and completion of the Work in accordance with this Contract and specifically to meet the specified milestone dates.

**"Construction Work"** The term "Construction Work" shall mean all work necessary to achieve Substantial Completion of the Work plus completion of all Punch List items, excluding design services.

**"Consultant"** The term "Consultant" means the firm or firms under contract to City of Scappoose which are performing services, including but not limited to engineering, design, project control, construction management, surveying, geotechnical investigations, and environmental assessment in support of the overall Project of which this Contract is a part.

**"Contract"** The term "Contract" shall include the Contract, the Request for Proposals with addenda, General Provisions, Special Provisions, Plans, Specifications, Bid Schedules, its attachments, and any Change Orders issued pursuant thereto.

**"Contract Closeout"** The term "Contract Closeout" means the process by which the Contractor documents fulfillment of all obligations under the Contract. This process follows Final Acceptance of the construction portion of the Work. Contract Closeout is a condition precedent to final payment.

**"Contractor"** The term "Contractor" means the person, persons, partnership, joint-venture, company or corporation entering into this Contract for the performance of the Work required by the Contract.

**"Days"** The term "Days" means calendar days which includes every day of the year.

**"Design Build Services"** A contracting method whereby an owner contracts with a single entity to perform design and construction services.

**"Engineer"** The term "Engineer" refers to the Resident Engineer or his or her duly authorized representative.

**"Final Acceptance"** The term "Final Acceptance" means written notice by City of Scappoose acknowledging that Contractor has fulfilled all of its Construction Work obligations under the Contract, including completion of all Punch List items, and that City of Scappoose has accepted the Construction Work as of the date stated in the notice. Final Acceptance precedes Contract Closeout, and defines commencement of the warranty period.

**"Final Completion"** The term "Final Completion" means fulfillment of all the Contractor's Construction Work obligations under the Contract, including completion of all Punch List items.



**"Invitation to Bid"** The term "Invitation to Bid" ("ITB") refers to the bid solicitation letter and all attachments thereto.

**"Materials"** The term "Materials" includes materials, equipment, products, and articles incorporated or to be incorporated into the Work.

**"Plans"** The term "Plans" includes the drawings, standard drawings, profiles, typical cross-sections, general cross-sections, elevations, diagrams, schedules, and details that show the locations, character, dimensions, and details of the Work.

**"Product Data"** The term "Product Data" includes written or printed descriptions, illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to describe Materials to be used for some portion of the Work.

**"Project"** The term "Project" means City of Scappoose's overall objective or endeavor of which this Contract forms a part.

**"Project Engineer"** The term "Project Engineer" refers to the Resident Engineer or his or her duly authorized representative.

**"Punch List"** The term "Punch List" means a list or lists of items to be furnished and/or work to be performed by the Contractor to finally complete the construction portion of the Work.

**"Project Manager"** The term "Project Manager" means the Contractor's executive representative designated in accordance with Article 00505.

**"Provisional Sum"** The term "Provisional Sum" means an amount set by City of Scappoose and included in the Proposal Forms to provide for payment for specified items of work.

**"Resident Engineer"** The term "Resident Engineer" means City of Scappoose's authorized representative charged with the professional administration of this construction Contract.

**"Request for Proposals"** The term "Request for Proposals" refers to the proposal solicitation letter and all attachments thereto.

**"Samples"** The term "Samples" includes physical examples of Materials to be supplied or workmanship, which shall, when approved by City of Scappoose, establish standards by which the Work shall be judged.

**"Shop Drawings"** The term "Shop Drawing" means drawings, diagrams, schedules, or other data prepared by Contractor or any subcontractor, manufacturer, supplier, or distributor to illustrate or detail some portion of the Work.

**"Specifications"** The term "Specifications" means that part of the Contract containing written directions and requirements for completing the Work. Standards, or portions thereof, cited in the Specifications by reference shall have the same effect as if physically included in the Contract in their entirety.

**"Subcontractor"** The term "Subcontractor" means any person, firm, partnership, corporation, or other entity, other than employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and Materials, under this Contract.

**"Substantial Completion"** The term "Substantial Completion" means completion of the Work, or a designated portion thereof, to a point where City of Scappoose and any owning agency certifies that the Work or the designated portion can be used for the purpose for which it was intended.

**"Supplier"** The term "Supplier" means any person, firm, partnership, corporation or other entity that provides Materials, including those fabricated to a special design, but usually provides no labor at the Work Site other than delivery.

**"City of Scappoose"** The term "City of Scappoose" means the City of Scappoose, acting through its General Provisions (Non-federal)

authorized representative.

**"Work"** The term "Work" means the furnishing of all of the supervision, labor, Materials, equipment, services, and incidentals necessary to complete any individual item and the entire Contract and the carrying out of any duties and obligations imposed on the Contractor by the Contract.

**"Work Site"** The term "Work Site" means the area enclosed by the Limit of Work indicated on the Plans and the boundaries of local streets and public easements in which the Contractor is to perform under the Contract.

**"Working Drawings"** The term "Working Drawings" means the drawings prepared by the Contractor which depict the sequence, methods, Material, details of construction or procedures for accomplishing a portion of the Work, including, but not necessarily limited to, falsework, shoring, concrete formwork and excavation plans.

#### **END OF SECTION 00100 - TERMS AND DEFINITIONS**

## **00200 BIDDING REQUIREMENTS AND CONDITIONS**

### **00201 Examination of Bidding Documents**

Bidders shall examine the Invitation to Bid (ITB) and associated bidding documents and strictly comply with all instructions and provisions contained therein. Failure to do so shall be at the bidder's risk.

### **00202 Clarification of Bidding and Contract Requirements**

- A. Bidders shall immediately notify City of Scappoose of any ambiguity, error, or omission in the ITB and associated bidding documents. A bidder desiring clarification of the meaning of any aspect of the Invitation to Bid and associated bidding documents must request the clarification in writing. If City of Scappoose determines that a clarification is required, City of Scappoose shall furnish the additional information to all prospective bidders in the form of an addendum to the ITB. Requests for clarification, or reports of errors or omissions, shall be submitted in writing to \_\_\_\_\_ . Requests for clarification may be transmitted by facsimile to \_\_\_\_\_ . Bidders must use City of Scappoose's Contract Number on all correspondence.
- B. Any request for clarification must be received by City of Scappoose's Contracts Manager at least seven (7) days prior to the scheduled bid opening. City of Scappoose may decline to consider requests received less than seven (7) days before the scheduled bid opening.

### **00203 Interpretation of Bid Quantities**

All quantities, if any, stated in the Invitation to Bid are City of Scappoose's best estimates of what actually will be required. City of Scappoose has provided those estimates to describe the Work generally, to distinguish elements of the Work, and to provide a basis for comparison of bids. Each bidder should review the specifications and drawings to determine the performance required by the Contract and should inspect the site and prepare its own estimates of the quantities required to achieve that performance. The Contractor is responsible for furnishing the quantity of Materials and Work required to complete the Work in accordance with the Plans and Specifications.

### **00204 Substitution Proposals During Bidding**

This General Provision defines "Substitution" and sets out requirements for requests for approval of Substitutions during the bid period.

For the purposes of this General Provision, "Product" shall mean any manufactured good, and "Item" shall mean a Product, piece of equipment, service, or a method or technique of fabrication or construction.

City of Scappoose reserves the right to use the named or specified product or item to establish standards for equality of the Product or Item proposed for Substitution, including aesthetic and visual characteristics, performance, quality, availability, maintainability, and any other relevant characteristic.

#### **A. Definition**

##### **(1) Substitution:**

An Item that does not conform to the Contract and is proposed by the bidder in lieu of the item required by the Contract.

City of Scappoose must approve use of the Item in accordance with the terms of this General Provision.

A Substitution will be considered by City of Scappoose when:

- (a) The Substitution is due to the unavailability of the specified Item; or
- (b) The specified Item will not perform as specified; or,
- (c) The manufacturer or fabricator does not certify or warrant performance of the specified Item as required for its intended purpose; or
- (d) The Substitution is considered, in City of Scappoose's sole judgment, to be beneficial to the completed Work.

B. Procedures

- (1) Bidders shall notify City of Scappoose of any inappropriate or unavailable Products, equipment, services or techniques that may be called for in the Invitation to Bid.
- (2) Prior to bid opening, written requests for approval of Substitutions may be submitted to City of Scappoose only by prospective bidders who are registered holders of full sets of Bid Documents. City of Scappoose will consider only requests conforming to the requirements of this General Provision.
- (3) City of Scappoose will be the sole judge of the acceptability of any proposed Substitution. The proposer will be notified in writing of the approval or rejection of a properly submitted request. An approval notice also shall be included in an addendum issued to all bidders. Bidders shall not rely upon approvals made in any other manner. City of Scappoose's decision shall be final.
- (4) Requests for Substitutions during bidding shall be submitted in writing to Darryl Sykes.

The Bidder shall at the same time submit one copy of the information listed below, with any additional information the Bidder considers necessary to support the proposal.

The Bidder has the burden of demonstrating that the proposed Substitution's function, quality and performance will be equal in all respects to that of the specified item.

The following information is required as a minimum:

- (a) The reason for the request;
- (b) Complete data substantiating that the function, quality and performance of the proposed Substitution will be equal or superior in all respects to the performance of the specified item.
- (c) The following information shall be included in the documentation for Substitution of construction or fabrication methods:
  - 1. Detailed description of the proposed methods.
  - 2. Drawings illustrating the proposed methods.
- (d) Product identification, including manufacturer's name and address, contact person and telephone number;

- (e) Manufacturer's literature, including product description, performance and test data, and reference standards;
  - (f) Samples, if appropriate or required by City of Scappoose.
  - (g) The name and address of a reference person to similar projects on which the Item was used, date of installation and reliability and service record;
  - (h) An itemized comparison of the proposed Substitution with the specified Item;
  - (i) Assurance that the proposed Substitution will not affect dimensions or other elements of the Work, or full disclosure of any such effects.
  - (j) The name and address of the nearest supplier of maintenance and service parts and repair services for the proposed Substitution, and substantiation that adequate supplies of parts and repair services are readily available.
- (6) The request for Substitution complete with all required information must be received by City of Scappoose's Contracts Administrator at least fourteen (14) days prior to the date of the scheduled bid opening. City of Scappoose may decline to consider requests that are incomplete or not received in accordance with this time limitation.

#### **00204A Product Option Proposals During Bidding**

This General Provision defines "Product Option" and sets out requirements for requests for approval of Product Options during the bid period.

For the purposes of this General Provision, "Product" shall mean any manufactured good.

City of Scappoose reserves the right to use the named or specified Product to establish standards for equality, including aesthetic and visual characteristics, performance, quality, availability, maintainability, and any other relevant characteristic.

##### **A. Definition**

Product Option:

The use of an item demonstrated to be equal in all respects to a Product specified by brand name or mark or as the Product of one or more manufacturers or suppliers, whether or not followed by the terms "or equal" or "or approved equal".

Equality shall be demonstrated by the Bidder following the procedure set out herein, and City of Scappoose must approve use of the item in accordance with the terms of this General Provision.

##### **B. Procedures**

- (1) Bidders shall notify City of Scappoose of any inappropriate or unavailable Product that may be called for in the Invitation to Bid.
- (2) Prior to bid opening, written requests for approval of Product Options may be submitted to City of Scappoose only by prospective bidders who are registered holders of full sets of Bid Documents. City of Scappoose will consider only requests conforming to the requirements of this General Provision.

(3) City of Scappoose will be the sole judge of the acceptability of any proposed Product Option. The proposer will be notified in writing of the approval or rejection of a properly submitted request. An approval notice also shall be included in an addendum issued to all bidders. Bidders shall not rely upon approvals made in any other manner. City of Scappoose's decision shall be final.

(4) Requests for Product Options during bidding shall be submitted in writing to Darryl Sykes.

The Bidder shall at the same time submit one copy of the information listed below, with any additional information the Bidder considers necessary to support the proposal.

The Bidder has the burden of demonstrating that the proposed Product is equal in all respects to the item specified.

The following information is required as a minimum:

- (a) The reason for the request;
- (b) Complete data substantiating equality of the proposed Product to the product specified.
- (c) Product identification, including manufacturer's name and address, contact person and telephone number;
- (d) Manufacturer's literature, including Product description, performance and test data, and reference standards;
- (e) Samples, if appropriate or required by City of Scappoose.
- (f) The name and address of a reference person to similar projects on which the Product was used, date of installation and reliability and service record;
- (g) An itemized comparison of the proposed Product Option with the specified product.
- (h) Assurance that the proposed Product Option will not affect dimensions or other elements of the Work, or full disclosure of any such effects.
- (i) The name and address of the nearest supplier of maintenance and service parts and repair services for the proposed Product Option Substitution, and substantiation that adequate supplies of parts and repair services are readily available.

(6) The request for Product Option complete with all required information must be received by City of Scappoose's Contracts Administrator at least fourteen (14) days prior to the date of the scheduled bid opening. City of Scappoose may decline to consider requests that are incomplete or not received in accordance with this time limitation.

#### **00205 Completion of Bid Forms**

- A. Bids shall be prepared without assistance from any person employed by City of Scappoose except as stated in Article 00202, Clarification of Bidding and Contract Requirements.
- B. Each bidder shall furnish all information required by these documents. Each bid shall bear the bidder's name and address, the signature of a person authorized to bind the bidder, and the title of that person. All documents must be clearly and distinctly typed or written with ink in the English language. No erasures are permitted. Mistakes must be crossed out and initialed in ink by the person signing the bid. Corrections by interlineation must be explained in the bid over the signature of the person signing the bid.

- C. Bids shall be made only on the Bid Form provided by City of Scappoose. Bids submitted on any other form will be rejected as non-responsive. No changes shall be made in the phraseology of the bid forms, and no addition shall be made to the items contained therein. Any additions, limitations, or provisions attached to the bid will render it non-responsive and cause its rejection.

**00206 Compliance with Tax Laws**

- A. Each bidder shall certify in writing, under penalty of perjury, that the bidder is, to the best of the bidder's knowledge, not in violation of any Oregon tax law imposed by ORS chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200-403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- B. Any bidder that does not make the certification required by Subparagraph A. of this Paragraph shall be deemed to be non-responsive and, pursuant to Oregon law, City of Scappoose shall not enter into a contract with that bidder.

**00207 Registration Required**

- A. No bid for a construction Contract shall be received or considered by City of Scappoose unless the bidder is registered with the Construction Contractor's Board as required by ORS 701.055. Bidders may contact the Board at the following address and telephone number:

Oregon Construction Contractors Board  
700 Summer Street NE, Suite 300  
P.O. Box 14140  
Salem, Oregon 97309-5052  
Telephone (503) 378-4621

- B. All electrical work shall be performed by Oregon State Licensed Electricians. Electrical work is defined to mean all work that comes under the jurisdiction of the electrical inspection and licensing authority, and all work described and regulated by the National Electrical Code. Electrical Work consists, in part, of the installation of electrical products such as conduits, conductors, and equipment.
- C. Any engineering or design work performed by the Contractor must be done by a Registered Professional Engineer licensed in Oregon in the appropriate discipline for the work performed. City of Scappoose shall be entitled to rely on the accuracy and completeness of such engineering or design work, including but not limited to the calculations underlying such work.

**00208 Bid Price**

- A. To be the lowest responsive bid, the bid must meet the requirements contained in this Invitation to bid and have the lowest total bid price.
- B. All prices on the Bid Form shall be in U.S. dollars.
- C. If required on the Bid Form, the unit price for each item shall be shown. Prices shall include all costs associated with furnishing and/or installing the item as defined in the Payment Schedule and Contract including overhead, profit, packing, import duties, transportation and delivery charges, insurance unless otherwise furnished by City of Scappoose, and all other costs. Unit prices must be based upon the number of units designated on the Bid Form. Bids that attempt to modify the units upon which the unit price is based, that attempt to impose a minimum shipment, or that attempt to condition prices bid in any other way will be rejected as non-responsive. A total shall be entered in the "Total Price" column of the Bid Form for each item. In the case of a discrepancy between the unit price for an item and the Total Price for that item, the unit price shall be used and the Total Price recalculated accordingly. The Total Bid Price will be recalculated by City of Scappoose based upon unit prices and shall be the basis for awarding the Contract.

- D. City of Scappoose is exempt from Federal Excise and Transportation taxes, and these taxes shall not be included in bid prices.

**00209 No Telegraphic or Facsimile Bids**

City of Scappoose will not accept any bid transmitted by telegraph, facsimile, or other electronic means.

**00210 Revisions to the Invitation to Bid**

- A. City of Scappoose reserves the right to cancel, revise or amend the Invitation to Bid and associated bidding documents up to the time set for opening the bids. Revisions and amendments shall be announced only by issuance of an addendum to the ITB. Copies of any addenda shall be furnished to all prospective bidders. If an addendum is required, the date set for opening bids may be postponed by City of Scappoose to enable bidders to revise their bids. In any case, bid opening shall be at least five (5) days after the issuance of the last addendum that contains information which, in City of Scappoose's judgment, is likely to affect the bid price. If the bid opening is postponed, City of Scappoose will announce the new date for opening bids in an addendum. All bidders are required to acknowledge receipt of each addendum by submitting the form entitled Receipt of Addenda with their bid.
- B. Notwithstanding the above paragraph, City of Scappoose may extend the time of the bid opening to later in the same bid opening day, without formal addendum, when it is in the public interest to do so. In that situation, City of Scappoose will orally announce the new time for the bid opening at the time and place set for the original bid opening, allow bidders to withdraw their bids until the new bid opening time, and to otherwise retain bids unopened until the new bid opening time.

**00211 Submission of Bids**

Bidders shall deliver bids only to Darryl Sykes, City of Scappoose, at or before the time specified in this Invitation to Bid, unless the time of the bid opening has been extended pursuant to GP00210(B), above. City of Scappoose shall accept no bids after the time specified. City of Scappoose shall not be liable for delays in delivery of bids to the Contract Administrator due to handling by the U.S. Postal Service, any other type of delivery service or City of Scappoose's internal mail distribution system. City of Scappoose shall keep bids unopened until the time fixed for the bid opening. City of Scappoose reserves the right to postpone the bid opening for its own convenience.

**00212 Marking of Bids**

Each bid shall be sealed in a suitable envelope that prominently bears the following information in capital letters on the front and back:

- A. The words "CITY OF SCAPPOOSE - BID FOR:" followed by the name of the Contract;
- B. The Contract number;
- C. Bidder's full and correct name; and
- D. Bidder's address.



### **00213 Modification of a Bid**

A bidder may modify its bid in writing prior to the time scheduled for opening bids. The modification shall conform in all respects to the requirements for submission and marking of bids. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original bid. If multiple modifications are submitted, they must be sequentially numbered so the City of Scappoose can accurately determine the final content and price of the bid. The writing shall identify the specific bid element being modified, the exact nature of the modification, the revised price, if any, for the modified element, and the resulting modified total bid price. No telegraphic, facsimile, or other electronically transmitted modifications are permitted.

### **00214 Withdrawal of a Bid**

A bidder may withdraw its bid only by a written and signed request that is received by City of Scappoose's Contracts Administrator prior to the time that the first bid is opened. Following withdrawal of its bid, the bidder may submit a new bid, provided that it is received prior to the designated time for bid opening. The bidder agrees that after the first bid is opened, its bid constitutes a valid firm offer that shall not be withdrawn sooner than sixty (60) days after bid opening.

### **00215 Bid Security**

- A. No bid will be considered unless it is accompanied by a cashier's or certified check payable to City of Scappoose by a responsible bank in the United States for ten percent (10%) of the total bid price for this Contract, or by an irrevocable letter of credit issued by an insured institution as defined in ORS706.008 for that amount, or by a bid bond for that amount payable to City of Scappoose and executed by a surety company authorized to transact business in Oregon. The bid security shall be enclosed in the envelope containing the bid. The entire bid security shall be paid to City of Scappoose as fixed and liquidated damages pursuant to ORS 279C.385 if the Contract is awarded to the bidder and the bidder fails promptly and properly to execute the Contract or any required bonds.
- B. If a bid bond is submitted in lieu of a check, it shall be a corporate surety bond on City of Scappoose's Bid Bond Form, which is included in the Bid Forms. Any other form will render the accompanying bid non-responsive and cause its rejection. A bid bond that provides for payment of the difference between the bid price and the price for which City of Scappoose ultimately contracts for the same performance, or that provides for the possibility of payment of any amount less than ten percent (10%) of the total bid price, will not satisfy this Article and will render the accompanying bid non-responsive and cause its rejection, and bid bonds including a provision voiding the bond obligation upon payment of that amount will render the accompanying bid non-responsive and cause its rejection.

### **00216 Administrative Remedies**

A bidder or offeror may seek administrative remedies under Bid/Proposal Protest Procedures of City of Scappoose's Contracting Procedures. Copies of City of Scappoose's Bid/Protest Procedures are available upon request from City of Scappoose's.

### **00217 Bid Validity**

All bids submitted in accordance with this Invitation shall be valid and binding on the Bidder for a period of sixty (60) days following the date set for bid opening.

**00218 Investigation**

City of Scappoose may investigate issues of responsibility, responsiveness, cost, and price, as necessary, prior to awarding a contract. A bidder's failure to supply information promptly upon request by City of Scappoose pursuant to such an investigation shall be grounds for disqualification and rejection of its bid. If all or part of the information requested by City of Scappoose is of a confidential nature, the bidder may request, in writing, that the designated information be deemed "trade secrets" pursuant to ORS 192.501 through 192.505.

**00219 Rejection of a Bid**

City of Scappoose may reject a bid for any of the following reasons:

- A. If the bid is not in substantial compliance with all prescribed public bidding procedures and requirements;
- B. If the bid is conditioned in whole or in part upon the addition, revision, or deletion of any requirement or provision in any part of the Invitation to Bid (ITB);
- C. If the bid is based upon any Substitution or Product Option that has not been approved by City of Scappoose;
- D. If the bidder does not have financial, material, equipment, facilities, personnel, resources and expertise (or the ability to obtain the resources and expertise) necessary to indicate the capability of the prospective bidder to meet all contractual responsibilities;
- E. If the bidder does not have a satisfactory record of performance;
- F. If the bidder does not have a satisfactory record of integrity;
- G. If the bidder is not qualified legally to contract with City of Scappoose;
- H. If the bidder has been disqualified by City of Scappoose under ORS 279C.440.
- I. If the bidder has not supplied all necessary information in connection with the inquiry concerning responsibility. If a prospective bidder fails to promptly supply information requested by City of Scappoose concerning responsibility, City of Scappoose shall base its responsibility determination upon any available information, or may find the prospective bidder not to be responsible; or
- J. For good cause upon a finding by City of Scappoose that it is in the public interest to reject the bid or all bids.

**00220 Resident and Nonresident Bidders**

A. Each bidder shall state in its bid whether it is a "resident bidder" of the State of Oregon or a "nonresident bidder". If a bidder is a nonresident bidder, it also shall state in which state, if any, it resides.

B. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in Oregon during the twelve (12) calendar months immediately preceding submission of its bid, has a business address in Oregon, and has stated in its bid whether it is a resident bidder pursuant to ORS 279C.365(1)(h).

C. "Nonresident bidder" means a bidder that is not a resident bidder as defined by ORS 279A.120.

**00221 Not Used**

**00222 Not Used**

### **00223 Contents of Bid**

Each bidder shall complete in English and submit to City of Scappoose the following documents, which are contained in the Section entitled "Bid Forms:"

- ◆ Identification of Bidder
- ◆ Bid Form
- ◆ Resident Bidder Statement
- ◆ Certificate of Compliance with Tax Laws
- ◆ Receipt of Addenda
- ◆ Bid Bond

These forms shall constitute the bid.

### **00224 Record of Integrity Disclosure**

Within five (5) calendar days from the date the bidder is notified that it is the apparent low bidder, the apparent low bidder shall complete and submit the Record of Integrity Disclosure Form contained in this section as Exhibit "A". The apparent low bidder shall: a) Disclose any pending or final litigation and violations of environmental, health, safety or other laws that are relevant to the bidder's responsibility; and b) require major subcontractors utilized substantially by the bidder to make the same disclosures. The evaluation of a bidder's responsibility shall take into consideration the following: the seriousness of the violations; the dates of the violations; the repetitiousness and/or multiplicity of the violations; the criminal or civil status of the violations; the existence of mitigating circumstances; the corrective actions taken; other relevant information; and the impact or effect of all considerations on the bidder's ability to perform the proposed contract. Failure to complete and submit the Record of Disclosure Form may result in rejection of the bid.

### **00225 Disclosure of Subcontractors**

Within two working hours after the date and time of the deadline set for submission of bids, each Bidder shall submit to City of Scappoose a list of any first-tier subcontractors that:

- (a) Will be furnishing labor or labor and materials in connection with the public improvement; and
- (b) Will have a contract value that is equal to or greater than either i) five percent (5%) of the total project bid or \$15,000, whichever is greater; or ii) \$350,000, regardless of the percentage of the total project bid.

The disclosure of first-tier subcontractors shall include:

- (a) The name of each subcontractor;
- (b) The category of work that each subcontractor will be performing; and
- (c) The dollar value of each subcontract.

The bid of any contractor that does not submit a subcontractor disclosure list as described herein shall be considered non-responsive.

## **END OF SECTION 00200 BIDDING REQUIREMENTS AND CONDITIONS**

## **00300 AWARD AND EXECUTION OF CONTRACT**

### **00301 Procedure When Only One Responsive Bid is Received**

If City of Scappoose receives only one responsive bid, City of Scappoose reserves the right to negotiate a contract with the sole responsive bidder. As a condition of City of Scappoose's entering into negotiations with the bidder, and as a matter of continuing responsiveness to the ITB, the bidder shall submit detailed cost and price data to City of Scappoose, and shall allow City of Scappoose to verify the data. If the bidder certifies in writing that the cost and price data is confidential and privileged, City of Scappoose will not disclose it to any third party except the Federal Transit Administration (FTA), or pursuant to a lawful order of a court of competent jurisdiction, or pursuant to the requirements of ORS Chapter 192, Oregon's Public Records Law. City of Scappoose will use the cost and price data to determine whether the bid price is fair and reasonable. City of Scappoose will not award the Contract to the bidder if City of Scappoose determines that the bid price is not fair and reasonable, unless City of Scappoose and the bidder negotiate a price that is fair and reasonable.

### **00302 Equal Bids or Proposals**

If two or more responsible proposers submit responsive pricing proposals with identical low Total Prices, City of Scappoose will select the successful proposer publicly using a random selection process.

### **00303 Cancellation**

City of Scappoose reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in City of Scappoose's best interest. In no event shall City of Scappoose have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

### **00305 Award of Contract**

- A. Unless all proposals or bids are rejected or this procurement is canceled, the Contract shall be awarded to the responsive and responsible proposer submitting the highest ranked proposal in accordance with the RFP or the lowest responsive and responsible bidder. City of Scappoose may
- (1) Hold the bids or proposals and accompanying checks or bonds under consideration for a maximum of sixty (60) days until the final award is made;
  - (2) Conduct a pre-award survey of any bidder; or
  - (3) Waive any minor informality or irregularity in a bid or proposal.
- B. After receiving Notice of Intent to Award the contract and within ten (10) days after receipt of the City of Scappoose Contract form for execution, the successful bidder or proposer shall deliver to City of Scappoose the following:
- (1) Signed Contract (in duplicate)
  - (2) Required Bonds (GP00306, 00307)
  - (3) Representative in Oregon (GP 00308)
  - (4) Insurance Certificates (GP 00707)
  - (5) Record of Integrity Disclosure (GP Exhibit "A")
  - (6) Proof of Oregon Construction Contractors Board license and Public Works Bond.

The Contract with the successful proposer shall not be effective until both Contractor and City of Scappoose have signed it.

C . The Contract to be awarded by City of Scappoose to the successful proposer shall be based upon City of Scappoose's Request for Proposals or Invitation To Bid, and the bid or proposal submitted by the successful bidder or proposer. No negotiations shall be permitted, except as provided in the RFP or ITB. A sample of the Contract form that the successful proposer shall be required to sign is included in the ITB or RFP. The successful bidder or proposer shall not make any additions to, deletions from, or changes in the required contract form, except that the successful bidder or proposer shall complete the appropriate blanks in the form and shall sign the form.

**00306 Performance Bond**

The Contractor shall provide and continuously maintain a performance bond in the amount of one hundred percent (100%) of the total contract price to guarantee faithful performance of the Contract and any changes thereto. The bond shall be payable to City of Scappoose and issued by a good and sufficient surety company authorized to transact business in Oregon and listed in the then current U.S. Department of the Treasury's Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies. The bond shall be in the form of Performance Bond included in the ITB or RFP. The costs of the bond shall be borne by Contractor. The successful bidder or proposer shall deliver the performance bond to City of Scappoose within ten (10) days after receipt of the City of Scappoose Contract form for execution. If, as part of the permitting process, a local jurisdiction requires itself to be named as a dual obligee on the Performance Bond, Contractor shall cause its bond to be so amended.

**00307 Labor and Material Payment Bond**

The Contractor shall provide and continuously maintain a labor and material payment bond in the amount of one hundred percent (100%) of the total Contract price to guarantee payment for all labor and materials furnished in accordance with the Contract and any changes thereto, as required by ORS Chapter 279C. The bond shall be payable to City of Scappoose and issued by a good and sufficient surety company authorized to transact business in Oregon and listed in the then current U.S. Department of the Treasury's Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies. The bond shall be the form of Labor and Material Payment Bond included in the ITB or RFP. The costs of the bond shall be borne by Contractor. The successful bidder or proposer shall deliver the bond to City of Scappoose within ten (10) days after receipt of the City of Scappoose Contract form for execution.

**00308 Representative in Oregon**

Within ten (10) days after receipt of the City of Scappoose Contract form for execution, the successful proposer shall notify City of Scappoose in writing of the name and address of its agent in Oregon who is authorized to accept all legal process on behalf of the successful proposer. The successful proposer shall not change that authorized agent without prior written notice to City of Scappoose.

**00309 Contractor's Identification**

Contractor shall, within ten (10) days after receipt of the City of Scappoose Contract form for execution, provide City of Scappoose, in writing, Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number.

**00310 Notice to Proceed**

A. Except as specifically authorized in writing by City of Scappoose, the Contractor is not authorized to perform Work under the Contract until the effective date of the Notice to Proceed. Upon the effective date of Notice to Proceed, the Contractor shall commence Work and prosecute the Work to completion within the time limits specified. The effective date of the Notice to Proceed shall be the first day of the Contract for purposes of the Construction Schedule.

- B. If the successful proposer fails to deliver the documents specified in General Provisions 00305, item B, within the period specified therein, City of Scappoose may, 1) cancel the Notice of Award, award the Contract to the next lowest responsive and responsible bidder or proposer, and invoke any contractual and/or legal remedies available to it, including but not limited to forfeiture of the bid or proposal security, or; 2) reduce the number of days allowed for completion of the Contract Milestone by one day for every day or part thereof the bidder or proposer is late in delivering the specified documents.

**00311 Return of Bid or Proposal Security**

If applicable, City of Scappoose shall promptly return the bid or proposal security to unsuccessful bidders or proposers after the Contract is executed by Contractor and City of Scappoose or in no event more than sixty days after bid or proposal opening. City of Scappoose shall promptly return the successful bidder or proposer's bid security following that bidder's execution of the Contract and the required bonds.

**00312 Prohibited Interests**

A. No City of Scappoose Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned) shall have any direct or indirect interest in this Contract or its proceeds during, or within one year after, that person's tenure with City of Scappoose, except to the extent such interest is permitted and disclosed as may be required under applicable law and City of Scappoose policy.

B. No City of Scappoose Board member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor shall not offer or give to any City of Scappoose Board member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and City of Scappoose policy.

C. No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

**00313 Not Used**

**00314 Paragraph Headings and Other Titles**

The parties agree that paragraph headings and other titles used in this Contract are for convenience only, and are not to be used to interpret this Contract.

**00315 Severability**

If any of the provisions contained in this Agreement are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are effected. All provisions concerning indemnity survive the termination or expiration of this contract for any cause.

**00316 Applicable Law and Jurisdiction**

This contract shall be governed by Oregon law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any suit or action arising from this contract shall be commenced and prosecuted in the courts of Columbia County, Oregon or the U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

**00317 Not Used**

**END OF SECTION 00300 AWARD AND EXECUTION OF CONTRACT**

## 00400 SCOPE OF WORK

### 00401 General

- A. Contractor shall perform the Work described by the Plans and Specifications in strict accordance with the Contract. Contractor shall provide and pay for all supervision, labor, Materials, tools, equipment and machinery, water, electricity, fuel, heat, utilities, transportation, and other facilities and services, except for those specifically identified in the Contract as provided by City of Scappoose, necessary for the proper execution and completion of the Work by its own means and methods. Contractor shall supervise and perform the Work using its best skill and ability.
- B. If any references have been made in the Specifications to responsibilities of work by crafts and specialty or trade contractors, these references were made for the convenience of preparing the Specifications and are not intended to limit any responsibility of the Contractor to provide a complete installation under this Contract. Whenever such references are made to any trade designation, subcontractor, or specialty contractor, it shall be deemed to mean the Contractor responsible to City of Scappoose for the Work under this Contract.

### 00402 Intent of Contract

- A. The General Provisions, Special Provisions, Plans, Specifications, and Contract attachments and exhibits are essential to this Contract. All are intended to be complementary and to provide for a complete project suitable for its intended use. A requirement occurring in one is as binding as though occurring in all. Where plans and specifications describe portions of the Work in general terms, but details are incomplete or silent, it is understood that only the best general practice is to prevail and that only new materials and first-quality workmanship are to be used. Omissions of details of Work that are manifestly necessary to carry out the intent of the Contract, or that are customarily performed, shall not relieve the Contractor from the obligation to perform such Work. Notes on Plans are part of the Plans. No reliance shall be placed on dimensions scaled from any Plans.
- B. The documents referenced below are listed in descending order of precedence. Any conflict between any of these documents shall be resolved in favor of the document with the lower number.
  - 1. Contract Modifications
  - 2. Change Orders
  - 3. Contract Form
  - 4. Addenda issued to City of Scappoose ITB or RFP Requirements
  - 5. Special Provisions
  - 6. General Provisions
  - 7. City of Scappoose ITB or RFP Bid or Proposal Requirements
  - 8. Labor Compliance Manual and Prevailing Wage Rates
  - 9. Construction Safety Program
  - 10. Quality Assurance Program
  - 11. Workforce Training and Hiring Program, if any
  - 12. Technical Specifications
  - 13. Drawings
  - 14. Contractor's Bid or Proposal
- C. The Contractor shall notify City of Scappoose immediately of any ambiguity or conflict within or between contract documents, any error, omission, lack of necessary detailed description, or a detail that is a potential code violation, and request clarification thereof. City of Scappoose will provide clarification and direction as required to fulfill the intent of the specifications. City of Scappoose will issue a Change Order, in accordance with Article 00406, Changes in the Work, if necessary.



- D. Proceeding without the required notification and request for clarification or instruction shall be at the Contractor's risk and any work performed may be determined to be non-conforming.

#### **00403 Contractor's Status**

Contractor is an independent contractor for all purposes, is not an agent nor employee of City of Scappoose and is entitled to no compensation from City of Scappoose other than that provided by this Contract.

#### **00404 Site Investigation and Conditions Affecting The Work**

- A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:
  - (1) conditions bearing upon transportation, disposal, handling, and storage of material;
  - (2) the availability of labor, water, electric power and roads;
  - (3) uncertainties of weather, river stages, tides, or similar physical conditions at the Work Site;
  - (4) the conformation and conditions of the ground; and
  - (5) the character of equipment and facilities needed preliminary to and during Work performance.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Work Site, including all exploratory work done by City of Scappoose, as well as from the drawings and specifications made a part of this Contract and referenced materials made available by City of Scappoose. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to City of Scappoose.

- B. City of Scappoose assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by City of Scappoose. Nor does City of Scappoose assume responsibility for any understanding reached or representation made by any of its officers or agents before the execution of this Contract concerning conditions that can affect the Work, unless that understanding or representation is expressly stated in this Contract.

#### **00405 Differing Site Conditions**

- A. Contractor shall promptly, and before the conditions are disturbed, give a written notice to City of Scappoose of
  - (1) subsurface or latent physical conditions at the Work Site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the Work Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in the Contract.
- B. City of Scappoose shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for performing any part of the Work under this Contract, an equitable adjustment shall be made under this Article and the Contract modified in writing accordingly.
- C. No request by the Contractor for an equitable adjustment to the Contract under this Article shall be allowed unless the Contractor has given the written notice required.

- D. No request by Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

**00406 Changes in the Work**

- A. City of Scappoose may, at any time, without notice to the sureties, make changes in the Work within the general scope of the Contract, including changes:
  - (1) In the Plans and Specifications;
  - (2) In the method or manner of performance of the Work;
  - (3) In the City of Scappoose-furnished facilities, equipment, materials, services, or site; or
  - (4) In the performance period for the Work.
- B. The Contractor shall promptly notify City of Scappoose in writing when the Contractor has received direction, instruction, interpretation or determination (collectively, "order") from any source that the Contractor believes may cause any change in cost or time required for the performance of the Work. Such written notification shall state (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change. Such notice shall be given to City of Scappoose within fourteen (14) days after contractor receives said order and before Contractor acts thereon and.

The Contractor may request additional time or additional compensation or both for Work through a Change Request. For any Change Request that has merit, City of Scappoose will initiate a change to the Contract as provided in this Article. If the request for change is denied and the Contractor believes the request has merit, the Contractor may proceed in accordance with the provisions of Article 00513, Claims.

- C. If any change under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any of the Work under this Contract, City of Scappoose shall make an equitable adjustment and modify the Contract by a written Change Order or by an adjustment of the Quantities as described in Article 00408, Minor Adjustment in the Plans and Quantities.
- D. For any change requested by City of Scappoose or the Contractor, the Contractor shall submit, within fourteen (14) days of the request, a detailed price and schedule proposal supported with documentation that reflects all cost- and time-related impacts on the Contract.

The proposal shall be prepared in accordance with the provisions of Articles 00909, Payment for Changes and 00910, Cost Reimbursable (Force Account) Work. The proposal shall include a complete breakdown of direct costs of both deletions and additions directly attributable to the proposed change in the Work, itemizing labor, materials, equipment, and any other eligible direct costs. Overhead and profit percentage markups shall not exceed those specified in General Provisions Article 00910, Cost Reimbursable (Force Account) Work.

- E. City of Scappoose and the Contractor shall negotiate a settlement of the time and cost related impacts of the change. A negotiated Change Order shall set out prices, scheduling requirements, time extensions and all costs of any nature arising out of the change. The execution of a Change Order by both parties will be deemed an accord and satisfaction of all claims of any nature arising from or relating to the change.

In the event that the Contractor and City of Scappoose are unable to agree on the amount of any adjustment to be made to the Contract price or time, City of Scappoose may order the Contractor to proceed with the performance of the Work in question. Such Work will, at City of Scappoose's option be paid for:

(1) as cost reimbursable work in accordance with Article 00910, Cost Reimbursable (Force Account) Work; or

(2) pursuant to a unilateral Change Order issued by City of Scappoose.

The Contractor when so ordered shall proceed with the Work.

- F. Contractor shall proceed with any Work ordered under this Article in a timely manner so as to avoid delay and minimize any increase in time required for performance of the Work, but in no event shall Contractor proceed with such Work without a fully executed Change Order or written order from City of Scappoose to so proceed. An inadvertent payment made by City of Scappoose for work not specifically authorized in writing by City of Scappoose shall not be evidence or acknowledgment of City of Scappoose's liability for such payment.
- G. When Contractor performs work which the Contractor contends is additional or changed work under this Article before agreement to a Contract adjustment is reached, Contractor shall keep daily records of the costs incurred in connection with such work in accordance with the requirements of Article 00910, Cost Reimbursable (Force Account) Work and submit daily timesheets to City of Scappoose in accordance with that Article 00910. City of Scappoose's action in approving timesheets submitted by the Contractor shall not be construed as acceptance of the Contractor's position regarding the need for or magnitude of an equitable adjustment for such work.
- H. Except as provided in this Article, no order, statement, or conduct of City of Scappoose shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment.

#### **00407 Emergency Work**

In the event of an emergency which endangers life or property, Contractor shall take such immediate actions as may be reasonably necessary to safeguard life and property. Contractor shall notify City of Scappoose as soon as possible of the circumstances of the emergency and the actions taken. Contractor shall perform such additional work as may be directed by City of Scappoose either orally or in writing. Such oral orders will be confirmed in writing as soon as practicable.

If the Contractor performs emergency work for which City of Scappoose is responsible, the Contractor shall keep accurate records of actual costs in accordance with Article 00910, Cost Reimbursable (Force Account) Work until such time as agreement on compensation is reached. Such records shall be subject to verification and audit by City of Scappoose. Keeping and verification of such records shall not be construed as an indication that all work performed was required or that this method of compensation is necessarily acceptable for such emergency work and shall not preclude the possibility of an agreement to pay for such emergency work on another basis.

When agreement is reached regarding compensation for the performance of emergency work, the Contract will be amended by issuance of a Change Order reflecting such agreement.

#### **00408 Minor Adjustments in the Plans and Quantities**

- A. City of Scappoose reserves the right to make minor adjustments in construction details shown on the Plans or required by the Specifications without the issuance of a formal Change Order when:
  - (1) The character of the Work performed is the same or substantially the same as other Work required under the Contract;
  - (2) There is an applicable pay item either in the original Proposal Schedule, or a previously negotiated Change Order;
  - (3) There is no difference in the quantity of Work required; or, unless specifically exempted in the Technical Specifications, the difference in the quantity of Work required does not exceed plus

or minus twenty-five (25) percent of the original Contract quantity and the total of all adjustments to the pay item does not exceed plus or minus twenty-five (25) percent of the original Contract quantity or 5% of the total price, whichever is less; and

(4) The adjustment does not affect the character or quantity of other Contract Work, the time for completion of the Contract, or the geographic Contract limits.

- B. Compensation for minor adjustments in the Plans or Specifications made in accordance with this Article will be made by adjusting the pay quantity of the appropriate pay item or previously priced item for the actual increase or decrease in quantity attributable to the adjustment.
- C. An adjustment as described in this Article will be directed in writing by City of Scappoose and will provide an estimate of the magnitude of the adjustment and the proposed method of compensation. If the Contractor disagrees with the direction or the method of compensation, the Contractor shall notify City of Scappoose in accordance with Article 00406, Changes in the Work.

#### **00409 Value Engineering Change Proposals**

- A. City of Scappoose encourages the Contractor to submit Value Engineering Change Proposals (VECPs) in order to avail City of Scappoose of potential cost savings. Contractor and City of Scappoose will share any savings in accordance with this Article. Contractor is encouraged to submit VECPs whenever it identifies potential savings or improvements.
- B. This paragraph applies to a Contractor-developed and documented VECP which:
  - (1) Requires a change to this Contract to implement the VECP; and
  - (2) Reduces the Contract amount without impairing essential functions or characteristics of the Work, provided that it is not based solely upon a change in specified quantities.
- C. Contractor shall submit VECPs directly to City of Scappoose. As a minimum, the following information shall be submitted by Contractor with each VECP:
  - (1) Description of the existing Contract requirements that are involved in the proposed change;
  - (2) Description of the proposed change;
  - (3) Discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;
  - (4) Itemization of the Contract requirements which must be changed if the VECP is accepted (e.g., drawing numbers and specifications);
  - (5) Justification for changes in function or characteristics of each affected item, and effect of the change on the performance of the end item;
  - (6) Effect of proposed change on life-cycle costs, including operation, maintenance, replacement costs, and life expectancy;
  - (7) Date or time by which a Change Order adopting the VECP must be issued in order to obtain the maximum cost reduction, noting any effect on Contract completion time or delivery schedule; and
  - (8) Cost estimate for existing Contract requirements correlated to Contractor's unit price or lump sum breakdown and the proposed changes in those requirements. Costs of development and

implementation by Contractor shall be provided. Additional costs to City of Scappoose (e.g., costs of testing, redesign, and effect on other contracts) shall also be estimated.

- D. City of Scappoose retains the right to reject a VECP without review, without recourse by the Contractor, if a similar change is already under review, or if, in City of Scappoose's sole opinion, the potential savings are unlikely to justify the cost of the review, or if the proposed change is otherwise unacceptable to City of Scappoose.
- E. City of Scappoose will expeditiously process proposals accepted for review but shall not be liable for any delay in acting upon any proposal submitted pursuant to this Article. City of Scappoose may accept, in whole or in part, by Change Order, any VECP submitted pursuant to this Article. Until an order to proceed is issued on a VECP, Contractor shall remain obligated to perform in accordance with this Contract. Change Orders made pursuant to this Article will so state. City of Scappoose's decision as to acceptance or rejection of any VECP shall be at City of Scappoose's sole discretion and shall be final and not subject to review by disputes process or otherwise.
- F. If a VECP submitted by Contractor pursuant to this Article is accepted, the Contract price shall be adjusted in accordance with the following provisions:

(1) Definitions:

- (a) Estimated gross savings to Contractor (GS) means the difference between the cost of performing the Work according to the existing requirement and the cost to perform it according to the proposed change. In each instance, Contractor's profit shall not be considered part of the cost.
- (b) Contractor cost (CC) means reasonable costs incurred by Contractor in preparing the VECP and making the change, such as cancellation or restocking charges.
- (c) Estimated net savings to Contractor (NS) means gross savings (GS) less Contractor costs (CC).
- (d) City of Scappoose's Costs (TMC) means reasonable costs incurred by City of Scappoose in evaluating and implementing the VECP, such as testing, redesign, and effect on other contracts.

(2) Calculations:

The Contract amount shall be reduced by an amount equal to fifty percent (50%) of (NS) plus fifty percent (50%) of (TMC), expressed by the formula:

$$\text{Reduction} = 0.5 (\text{NS}) + 0.5 (\text{TMC})$$

(3) Contractor's profit shall not be reduced by application of the VECP.

- G. Contractor shall include appropriate value engineering incentive provisions in all subcontracts of \$25,000.00 or greater, and may include those provisions in any subcontract. In determining Net Savings for cost reduction proposals that involve a subcontractor, only actual costs to the Contractor and Subcontractor as defined in paragraph "F" will be allowed as a Contractor Cost. Incentive payments made to the Subcontractor by the Contractor in connection with the cost reduction proposal will not be allowed in determining Net Saving.
- H. Contractor may restrict City of Scappoose's right to use any sheet of a VECP or of the supporting data submitted pursuant to this Article in accordance with the terms of the following legend, if the legend is marked on the sheet:

"Data furnished pursuant to the "Value Engineering Change Proposals" Article of the Contract shall not be disclosed to any outside person or agency, or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a VECP submitted under said clause."

This restriction does not limit City of Scappoose's right to use information contained in this VECP if it is, or has been, obtained, or is otherwise available, from Contractor or from another source without limitations. If a VECP is accepted by City of Scappoose after the use of the data in an evaluation, City of Scappoose may duplicate, use, and disclose any data reasonably necessary to the full utilization of the VECP, as accepted in any current or future contract, in any manner and for any purpose whatsoever, and may allow others to do so.

- I. The compensation provisions of this Article constitute Contractor's exclusive and complete compensation for City of Scappoose's use of the VECP and Contractor shall have no right to additional compensation for future or additional uses of the VECP. City of Scappoose shall have an absolute and unrestricted right to use the VECP for any purpose other than on the Contract or contracts for which it was submitted.

#### **00410 Final Cleanup**

- A. Prior to Final Acceptance, all areas occupied or disturbed by the Contractor in connection with the Work shall be cleaned of all rubbish, materials, products designated in the Contract as becoming or remaining the property of the Contractor, equipment and temporary structures. The ground shall be returned to original contours and restored to as near preconstruction condition as possible unless alternate restoration plans are approved in writing by City of Scappoose or required by the Contract.
- B. Any private property occupied or disturbed by the Contractor in connection with the Work shall be restored to the satisfaction of the owner. Prior to Final Acceptance, the Contractor shall present City of Scappoose with a release, signed by the owner of the property, attesting to the acceptability of the restoration work and waiving any and all claims against City of Scappoose.
- C. The restoration of all property, including sites used for disposal of material removed from the project or as a source of material incorporated in the Work, shall be such that the condition of the sites, including all materials and structures which remain following Final Completion of the Work, present no hazard to the public and fully comply with all applicable laws and regulations including but not limited to local zoning and land use requirements.

#### **00411 Warranty of Work**

- A. Contractor warrants that all Work performed pursuant to the Contract shall be of the quality specified, or of the best grade if no quality is specified, and shall conform to the Plans, Specifications, Samples, and other descriptions set forth in the Contract. Unless otherwise provided in this Contract, Contractor warrants all Materials furnished by Contractor and all Work performed by Contractor to be free of defects and faults for a period of 3 to 5 years, depending on the material from the date of Final Acceptance of the Work by City of Scappoose. The Contractor's warranty shall apply regardless of any lesser period of warranty provided by the manufacturer of Materials furnished by Contractor.
- B. Upon receipt of written notice from City of Scappoose of a breach of warranty during the applicable period, Contractor shall redesign, repair or replace in a manner satisfactory to City of Scappoose the defect or malfunction, and shall perform such tests as City of Scappoose may require to verify that such redesign, repair or replacement complies with the requirements of the Contract. Contractor warrants the redesigned, repaired or replaced work for the remainder of the original warranty period. If less than ninety (90) days remain on the original warranty, it shall be extended for a minimum of ninety (90) days after acceptance of the redesign, repairs, or replacement. All costs incidental to redesign, repair or replacement, and testing, including the removal, replacement, and reinstallation of equipment necessary to gain access and all other costs incurred as a result of a breach of warranty shall be borne by Contractor and Contractor's

surety.

- C. If Contractor, within ten (10) days after receiving City of Scappoose's written notice of a breach of warranty, fails to proceed to comply with the terms of this Article, City of Scappoose may have the defects corrected, and Contractor shall be liable for all costs incurred, provided that in case of emergency where, in the opinion of City of Scappoose, delay would cause serious loss or damage, repairs may be made without notice to Contractor, and Contractor shall pay the cost of the repairs.
- D. During the warranty period, Contractor shall be liable for all damage or disturbance to property and other improvements under, above, within, or adjacent to the Work, caused in whole or in part by activities of Contractor in performing its duties and obligations under this Contract.
- E. Contractor shall register all manufacturer and supplier warranties in City of Scappoose's name.
- F. Any warranty from a subcontractor, manufacturer or supplier to the Contractor exceeding any period required by the Contract shall be extended to City of Scappoose for the same period of time as given to the Contractor.
- G. The above warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties either express or implied by law, custom or usage of trade.

**00412 Temporary Construction Facilities and Utilities (if applicable)**

- A. Temporary facilities and utilities shall be installed in compliance with federal, state, and local codes and statutes, at Contractor's expense. The installation and maintenance of all temporary facilities will be subject to the approval of City of Scappoose, and unless otherwise authorized in writing by City of Scappoose, all such facilities shall be removed before Final Completion of the Work.
- B. Before proceeding with the erection of any construction facilities, including temporary structures, machinery, offices, and warehouses, Contractor shall, at its expense, notify and furnish City of Scappoose with such information and drawings as City of Scappoose may request showing locations of such facilities, capacities and capabilities of the machinery and equipment, and projected utility requirements. Such construction facilities shall be fully adequate for the uses intended and fully comply with the requirements of the Contract.

**00413 Variation in Estimated Quantity (if applicable)**

- A. Unless specifically exempted in the Technical Specifications, if the quantity of a unit-priced item in this Contract is an estimated quantity and the actual quantity of the unit priced item varies more than twenty-five percent (25%) above or below the estimated quantity, an equitable adjustment in the Contract price shall be made upon request of either party in accordance with the Provisions of this Contract. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity.
  - (1) For an actual quantity exceeding 125% of the estimated quantity, the unit price shall be adjusted only for the quantity in excess of 125% of the estimated quantity.
  - (2) For an actual quantity less than 75% of the estimated quantity, the unit price shall be adjusted for the total actual quantity of work performed.
- B. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time. The request must be received by City of Scappoose within ten (10) days from the date City of Scappoose notifies the Contractor of the quantity variation, or the date the Contractor was aware of the quantity variation, whichever is earlier, or within such further period as may be granted by City of Scappoose before the date of final settlement of the Contract. Upon receipt of a written

request for an extension, City of Scappoose shall ascertain the facts and make an adjustment extending the completion date if such extension is justified in City of Scappoose's judgment.

**END OF SECTION 00400 - SCOPE OF WORK**



## **00500 CONTROL OF THE WORK**

### **00501 Resident Engineer**

- A. City of Scappoose shall appoint a Resident Engineer for this Contract.
- B. The Resident Engineer and his or her representatives shall at all times have access to the Work wherever it is in preparation or progress.
- C. The Resident Engineer shall be the formal contact between City of Scappoose and Contractor and shall handle all matters on behalf of City of Scappoose, except as otherwise provided in the Contract.
- D. The Resident Engineer's authority shall include authority to stop any Work whenever deemed necessary, to order changes, to reject Work, to receive all notices under the Contract, to establish progress and final Contract pay amounts, and to take other appropriate action as necessary in accordance with the Contract. The Resident Engineer's decision regarding the acceptability of workmanship and Materials and the percentage or units of Work performed for progress payment purposes will be final.
- E. Contractor shall carry out the instructions of the Resident Engineer concerning the Work to be done under the Contract.
- F. The Resident Engineer's approval will not relieve the Contractor of its obligation to fully comply with the requirements of the Contract.

### **00502 Inspectors**

- A. City of Scappoose may utilize one or more inspectors who shall be representatives of the Resident Engineer and who shall have access to the Work at all times wherever it is in preparation or progress.
- B. Inspectors are utilized solely for City of Scappoose's benefit, and are not intended as a source of advice for Contractor's employees or subcontractors.
- C. The inspector has the authority to reject defective Work or Work not in conformance with Contract requirements.
- D. The inspector may verify quantities and labor and equipment time for force account or disputed Work. Such verification shall not be construed as City of Scappoose's acceptance of responsibility for any or all costs or schedule impacts of such Work.
- E. The inspector does not have authority to authorize any changes in the Work, to waive provisions of the Contract, to direct the Contractor's operations, to accept Work on behalf of City of Scappoose, or to order extra Work.

### **00503 Inspection, Sampling and Testing**

- A. City of Scappoose may inspect and test all or any part of the Work at any reasonable time. Inspection and testing by City of Scappoose does not relieve the Contractor of responsibility for the quality and conformance of the Work with Contract requirements.
- B. The Contractor shall furnish City of Scappoose with adequate facilities required for safe access to the Work for inspection and sampling and shall provide assistance in obtaining samples. The Contractor shall advise City of Scappoose of the name and location of, and ensure that, manufacturers, producers and fabricators of Materials for this Contract provide access to their plants or facilities and provide proper facilities for sampling, inspection, and testing.

- C. The Contractor shall give City of Scappoose sufficient notice of the location and availability of elements of the Work to allow for inspection, sampling and testing prior to incorporation of Materials or covering of the Work.
- D. City of Scappoose may at any time prior to Final Acceptance require the Contractor to uncover portions of the Work for inspection and testing. Contractor shall restore these portions of Work to the standard required by the Contract. If the Work uncovered does not comply with the Contract, was done without required documentation, or if City of Scappoose was given insufficient notice to allow adequate time for inspection, sampling or testing, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered meets Contract requirements and was done with sufficient notice to City of Scappoose, the costs of uncovering and restoration shall be paid by City of Scappoose in accordance with Article 00910, Cost Reimbursable (Force Account) Work and Article 00406, Changes in the Work.
- E. When the United States government participates in the cost of the Work covered by this Contract, or if City of Scappoose has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or may affect third party facilities, or if the Work is by law subject to inspection by any public body or official, properly authorized representatives of these organizations have the right to inspect the Work affecting their interest or property. Their right to inspect shall not make them a party to this Contract and shall not interfere with the rights of the parties to this Contract. Instructions or orders of such parties shall be transmitted to or through the Resident Engineer.

#### **00504 Quality Control and Compliance with Contract Requirements**

- A. Materials furnished and Work performed by the Contractor shall conform to details shown on the Plans, and requirements given in the Specifications.
- B. The Contractor has primary responsibility for inspection and testing of all Materials required in the performance of this Contract. City of Scappoose may perform check testing and periodic inspections to verify adequacy of Contractor quality control or for any other purpose and will bear the cost of such testing and inspection. City of Scappoose reserves the right to reject Materials on the basis of City of Scappoose instituted inspection and testing.
- C. Materials furnished or Work performed, which does not comply with Contract requirements, will be considered non-conforming. Non-conforming work includes, but is not limited to:
  - (1) Work done or products incorporated beyond lines shown on the plans or established by City of Scappoose.
  - (2) Work done or products incorporated contrary to City of Scappoose's instructions.
  - (3) Work changed or added without City of Scappoose's written authorization.
  - (4) Work which includes incorporation of unapproved substitutions or unapproved Materials supplied under the "or equal" provisions of this Contract.
  - (5) Work performed or Materials furnished without the required testing, inspection or other conformance documentation or without required warranties.
  - (6) Work or Materials not in conformance with the Contract requirements.
- D. When non-conforming work is discovered, City of Scappoose may:
  - (1) Reject the Materials or workmanship or require its correction. Contractor shall satisfactorily correct rejected workmanship or satisfactorily replace rejected Materials at Contractor's own expense and promptly segregate and remove rejected Materials from the Work Site and properly dispose of them. If Contractor fails to promptly replace rejected Materials or correct rejected workmanship,

City of Scappoose may, by contract or otherwise, remove and replace such rejected Materials or workmanship, correct such Materials or workmanship, and dispose of all rejected Materials and workmanship so removed, charging the costs thereof to the Contractor, or City of Scappoose may terminate the Contractor's right to proceed in accordance with Article 00814, Termination for Default and Contractor and its sureties shall be liable for any costs and damages occasioned thereby.

- (2) Accept the Materials or workmanship as suitable for the intended purpose, document the basis of such acceptance, and deduct an equitable amount from the Contract price for uncorrected work.

#### **00505 Superintendence**

- A. The Contractor shall give its personal attention to the Work and have competent foremen or superintendents present on the Work at all times during its progress.
- B. Contractor shall appoint one competent on-site Project Manager who shall have full authority to act on behalf of Contractor and any or all subcontractors in all matters within the scope of the Contract including execution of Change Orders. The Project Manager or a designated assistant, competent to direct the Work and authorized to act on behalf of Contractor, shall be present on the job site at all times when work is being performed by the Contractor or a subcontractor of any tier. The Contractor shall furnish City of Scappoose with a written confirmation of the Project Manager's authority to act for Contractor.
- C. Immediately following award of the Contract, Contractor shall submit to City of Scappoose the resume of its candidate for the position of Project Manager. If for any reason, and at any time, the candidate submitted by Contractor is not acceptable to City of Scappoose, or becomes unacceptable, Contractor shall propose additional candidates. If Contractor wishes to replace its Project Manager at any time during the performance of this Contract, it first shall submit the resume of its new candidate to City of Scappoose for City of Scappoose's acceptance and shall not make the substitution without City of Scappoose's acceptance.

#### **00506 Contractor's Equipment**

Contractor shall furnish equipment that shall be of adequate number, size and condition to produce a satisfactory quality of work. All equipment used by Contractor shall meet all applicable safety, noise, and emission requirements as well as other requirements of the Work. Equipment which, in City of Scappoose's opinion, fails to meet requirements of the Contract or produce a satisfactory product or result shall, upon written order, be removed immediately and not used again on the project without prior written approval.

#### **00507 Cooperation by the Contractor**

- A. The Contractor shall cooperate with City of Scappoose in the conduct of Contractor's operations under this Contract. The Contractor shall assist City of Scappoose as required by this Contract. The Contractor shall:
  - (1) Keep at the Work Site one complete current set of Contract documents, Plans, Specifications, working drawings, manufacturer's data and instructions, test results, and other applicable documents. Such documents shall be available to City of Scappoose personnel at all times.
  - (2) Furnish City of Scappoose every reasonable facility necessary to obtain information regarding the nature, quantity, and quality of any part of the Work.
  - (3) Provide City of Scappoose with timely notification of planned work activities, including changes in established schedules.
  - (4) Provide City of Scappoose's Public Relations staff with information and assistance in keeping the public informed and mitigating adverse impacts on the public associated with construction activities.

- (5) Cooperate with City of Scappoose and residents and businesses within the vicinity of the Work to minimize inconveniences caused by the construction or the activities of Contractor's employees or others involved in the Work on this Contract.
- (6) Participate in regular project meetings chaired by City of Scappoose.
- B. City of Scappoose may award other contracts in conjunction with this project. Other agencies may also be performing work, including utility relocation activities, by contract or otherwise, in support of this project. These activities may be underway in the proposed construction area during the term of this Contract. Contractor shall cooperate with City of Scappoose, other agencies, and other contractors in scheduling, coordinating, and fitting Contractor's work with the work of others to minimize conflicts. Contractor shall not commit or permit any act that will interfere with the performance of work by any other agency, contractor, or City of Scappoose.
- C. Facilities and installations of various utilities may be present in the area of the Work. Contractor shall comply with ORS 757.557 and cooperate with owners of utilities to protect any above ground and below ground utility property. Contractor shall contact the utility owners and arrange operations and schedules to minimize any interruption of utility services. Contractor shall provide utility owners with sufficient notice to allow adequate time for location of utility services, scheduling of outages, or other utility activities needed to accommodate Contractor's operations. Contractor shall determine and verify the exact locations and conditions of existing utility property and specifically underground utility property with the utility owner prior to performing excavation or other Work in the area. Contractor shall be responsible for all costs, including costs for restoration of services, and resulting schedule impacts, when utility services are damaged or interrupted by its operations.
- D. In the event of disruption or threat of disruption to utility services as a result of construction related activities, regardless of cause, Contractor shall promptly notify City of Scappoose, the affected utility, and fire and/or police agencies as necessary, and shall cooperate with those authorities.
- E. Operation of utility or agency water valves and hydrants by unauthorized personnel is strictly prohibited without obtaining written permission from the applicable authority prior to using any water hydrant or operating any water valve. No work shall be undertaken around fire hydrants until provisions for continued access and service have been approved by the local fire authority.

#### **00508 Notices and Communications**

- A. All notices and other communications concerning this Contract shall be written in English and shall bear the number assigned to this Contract by City of Scappoose. Notices and other communications may be delivered personally, by telegram, by telephone facsimile, or by regular, certified, or registered mail. Notices and communications are effective when delivered.
- B. Prior to issuance of the Notice to Proceed, a notice to City of Scappoose will be effective only if it is delivered to City of Scappoose's Contract Administrator . Following issuance of "Notice to Proceed," all communications and notices shall be delivered to the Resident Engineer at the address designated by City of Scappoose. All correspondence shall reference the Contract Number.
- C. Prior to commencement of Work on the project, a notice to Contractor will be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated by Contractor in this Contract or in a written notice to City of Scappoose.
- D. After commencement of Work on the Contract a notice to the Contractor will be effective when delivered to the Project Manager or to the project office at the location designated in Article 00505, Superintendence.
- E. After the commencement of Work, all communications shall be between the Contractor's Project Manager and the Resident Engineer.

#### **00509 Contractor Submitted Drawings, Product Data, and Samples**

- A. Contractor shall prepare and deliver to City of Scappoose such Working Drawings, Shop Drawings, Product Data, Samples, or similar submittals as necessary for performance of the Work or as required by the Contract. All such drawings, documents and Samples shall be submitted to City of Scappoose in a timely manner and in a sequence that facilitates review and causes no delay in the Work, or in the work of City of Scappoose or any other contractor or agency working on the project.
- B. Unless otherwise stated in the Specifications, Contractor shall, within thirty (30) days of Notice to Proceed, provide City of Scappoose with a list of drawings, Product Data, Samples, and other documents, which are to be submitted by the Contractor. The list required by this paragraph shall be accompanied by a schedule for the submission of these materials.
- C. Prior to submitting drawings, Product Data, Samples, and other documents, Contractor shall ensure that the material or other information upon which a submittal is based complies with all Contract requirements and Contractor has verified dimensions with field measurements, and field construction criteria. Contractor shall also check, coordinate and verify the compatibility of the various required submittals prior to transmitting them to City of Scappoose.
- D. Drawings, Product Data, Samples, and similar submittals shall not modify any Contract requirement, except as expressly allowed by this Contract. The purpose of their submittal is to demonstrate, for those portions of the work for which fabrication, procedures are not defined or details are not fully developed by the Contract documents or for which submittals are required, the way Contractor proposes to comply with the Contract.
- E. Contractor shall not be relieved of responsibility for any deviation from the requirements of this Contract by City of Scappoose's review or approval of Shop Drawings, Product Data, Samples, or similar submittals. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by City of Scappoose's review of the submittal. Contractor shall not deviate from reviewed Shop Drawings, Product Data, Samples, or similar submittals without submitting the proposed deviation for City of Scappoose's review.
- F. Working Drawings and other submittals offered to demonstrate methods, procedures, sequence or durations for performing the Work or to detail temporary elements such as shoring or falsework, shall be checked by City of Scappoose for compliance with applicable requirements of the Contract. Such checking will not include a detailed analysis of the design or an evaluation of the adequacy of the method, procedure, resource commitments or time allocated for performance.
- G. Submittals which demonstrate that Materials to be used or incorporated in the Work comply with Contract requirements or which establish a level of quality will be reviewed for approval.
- H. City of Scappoose will return or respond to submittals that are complete and require only City of Scappoose review or approval within 21 days following the date received by the Resident Engineer. City of Scappoose will return or respond to submittals which require approval by other agencies within fourteen (14) days following receipt of the other agency's comments or approval, or within forty-five (45) days following receipt by the Resident Engineer, whichever is earlier.
- I. Any engineering or design work provided by the Contractor must be done by a Registered Professional Engineer licensed in Oregon in the appropriate discipline for the work performed and City of Scappoose shall be entitled to rely on the accuracy and completeness of such engineering or design work including but not limited to the calculations underlying such work.

#### **00510 Project Records**

- A. The Contractor shall keep and maintain comprehensive records and documentation relating to the Work under this Contract. The records shall be in English, and shall include but are not limited to Contract Documents, Subcontracts, Purchase Orders, Employment Records, Plans, Specifications, Addenda,

Shop Drawings, Change Orders, Field Test Records, Quality Control documents, and As-Built Drawings and Records.

- B. The Contractor shall maintain at the Work Site a set of the Plans and Specifications kept current with all changes and modifications and shall at all times give City of Scappoose access thereto.
- C. The Contractor shall also maintain, in addition to the Contract Plans and Specifications, a set of plans and specifications which shall include City of Scappoose's, Contractor's, subcontractors' and all suppliers' plans, drawings, and specifications and other documentation pertaining to the Work. The Contractor shall keep this set current by legibly marking the Contract Plans and Specifications or otherwise making a record showing actual construction and providing periodic updates to City of Scappoose. The final set shall be turned over to City of Scappoose before Contract Closeout of the Work as a complete set of "as built" drawings and shall include City of Scappoose's, Contractor's, subcontractors' and suppliers' drawings and any and all field modified drawings. City of Scappoose may require at any time that the Contractor submit marked-up progress drawings showing the record of actual construction. The record of actual construction shall include, but is not necessarily limited to:
  - (1) Locations and elevations of the various elements of the Work, referenced to the survey control baseline and project datum;
  - (2) Locations of underground items referenced by distances and directions to permanent surface structures and by elevation to the project datum;
  - (3) Field changes in dimension or detail;
  - (4) Changes made by addendum, field order, or Change Order; and
  - (5) Details not on the original Contract drawings.
- D. Unless otherwise required by the Contract, the Contractor shall submit to City of Scappoose during Contract Closeout, the "contract record documents" set and three (3) sets of record data in 3-ring vinyl binders with suitable indexing. All of the original warranties, guarantees and other original documents shall be included in one of the binders. These data shall include, but are not limited to product and equipment manufacturers, trade names, catalog data, supplier and subcontractor names with phone number, addresses and contact persons, maintenance and operating instructions and guarantees and warranties. The "As-built" submittal shall be on full size plan sheets and other submittals on 8-1/2" x 11" or 8-1/2" x 14" paper. Warranties and guarantees are to be original documents submitted in the form received from the manufacturer.

### **00511 Disputes**

Any claim or issue that the Contractor and the Resident Engineer are unable to resolve will be considered a dispute in accordance with this Article. Any dispute arising under this Contract which is not disposed of by agreement, shall be decided by City of Scappoose's General Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision rendered by City of Scappoose's General Manager shall be the final step in the dispute review process under this Contract. Although the General Manager will make a full and fair review of the matter, it is the intent of the parties that the General Manager's decision shall not constitute the exercise of a quasi-judicial function by City of Scappoose, and therefore is not subject to a Writ of Review as provided under ORS 34.010 through 34.100. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with City of Scappoose's direction.

## **00512 Substantial Completion**

- A. When Contractor considers the Work to be substantially completed, it shall submit to City of Scappoose a written request for determination of Substantial Completion. Within twenty-one (21) days after City of Scappoose receives Contractor's written request, City of Scappoose shall notify the contractor in writing whether Substantial Completion has occurred. If Substantial Completion has occurred, City of Scappoose shall issue a notice of Substantial Completion. In any event, City of Scappoose shall prepare and deliver to Contractor a written list of items to be completed or corrected.
- B. When Contractor has completed all Work, corrected any deficiencies in the Work and any Work rejected by City of Scappoose and has submitted all required project records, documentation and reports, the Contractor shall notify City of Scappoose in writing that Contractor considers the Work finally complete and ready for final inspection in accordance with Article 00911, Final Completion, Contract Closeout and Final Payment.

## **00513 Claims**

It is an express condition of Contractor's right to make a claim or to receive any recovery or relief under or in connection with the Contract, that Contractor submit a written Notice Of Intent to Claim to City of Scappoose in accordance with the provisions of this Article. Failure to comply with the provisions hereof shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such claim against City of Scappoose.

The written Notice of Intent to Claim shall set forth:

- (1) The reasons for which the Contractor believes additional compensation will or may be due;
- (2) The nature of the costs involved;
- (3) Contractor's plan for mitigating such costs; and
- (4) If ascertainable, the amount of the potential claim.

The Notice of Intent to Claim shall be given within ten (10) days after the happening of the event or occurrence giving rise to the potential claim. If the event or occurrence is claimed to be an act or omission of City of Scappoose, notice shall be given prior to commencing the portion of the Work to which such alleged act or omission relates.

The notice requirements of this Article are in addition to any other notice requirements set forth in the Contract.

The Contractor shall file all claims within sixty (60) days of the event or occurrence giving rise to the claim, in sufficient detail to ascertain the basis and amount of said claims. It will be the responsibility of the Contractor to furnish, when requested by City of Scappoose, such further information and details as may be required to determine the facts or contentions involved in said claim. The Contractor agrees that he shall give City of Scappoose access to his books, records and other materials relating to the Work, and shall cause his subcontractors to do the same, so that City of Scappoose can investigate such claim. This right of audit shall continue throughout the claims and/or dispute processes described herein.

The Contractor's failure to submit any claim in writing within the relevant time and in the manner prescribed above shall waive any relief that might otherwise be due with respect to such claim. Depending upon the grounds for relief and the nature of relief sought, additional submittals and conditions upon submitting claims may be required, as set forth elsewhere in the Contract.

Each claim the Contractor may submit for an adjustment on account of delay for any cause shall be accompanied by a revised Construction Schedule reflecting the effects of the delay and proposals to minimize these effects. If no Construction Schedule has been submitted to City of Scappoose reflecting conditions prior to the delay for which relief is sought, then a Construction Schedule so reflecting these

conditions shall be prepared and submitted with the claim.

City of Scappoose shall be entitled to a reasonable time, in no case more than ninety (90) days, after it receives each claim in writing and accompanied by supporting documents and evidence, in which to investigate, review and evaluate such claim. When City of Scappoose has completed its investigation, review, and evaluation, it will advise the Contractor of the relief, if any, to which it has found the Contractor to be entitled. If the Contractor is not satisfied with City of Scappoose's findings, he may within thirty (30) days after being advised thereof, request resolution in accordance with Article 00511, Disputes.

In no event shall claims be made after Final Payment is made under Article 00911, Final Completion, Contract Closeout and Final Payment.

A claim will cease to be a claim if, at any time, a Change Order or Contract amendment resolving the issue is signed by all parties.

**END OF SECTION 00500 - CONTROL OF WORK**



## **00600 MATERIALS**

### **00601 General**

Contractor shall use or incorporate in the Work only new Materials conforming to the Plans and Specifications. New Material shall be used in the manufacture of products to be incorporated in the Work unless otherwise specified.

### **00602 Substitution Proposals After Award of Contract**

This General Provision defines "Substitution" and sets out requirements for requests for approval of Substitutions after award of the Contract.

For the purposes of this General Provision, "Product" shall mean any manufactured good, and "Item" shall mean a Product, piece of equipment, service, or a method or technique of fabrication or construction.

City of Scappoose reserves the right to use the named or specified Product or Item to establish standards for equality of the Product or Item proposed for Substitution, including aesthetic and visual characteristics, performance, quality, availability, maintainability, and any other relevant characteristic.

#### **A. Definition**

(1) Substitution: An Item that does not conform to the Contract and is proposed by the Contractor in lieu of the Item required by the Contract.

City of Scappoose must approve use of the Item in accordance with the terms of this General

Provision. A Substitution will be considered by City of Scappoose when:

- (a) The Substitution is due to the unavailability of the specified Item; or
- (b) The Substitution is required for compliance with a final interpretation of code requirements or insurance regulations; or
- (c) The specified Item will not perform as specified; or,
- (d) The manufacturer or fabricator does not certify or warrant performance of the specified Item as required for its intended purpose; or
- (e) The Substitution is considered, in City of Scappoose's sole judgment, to be beneficial to the completed Work.

#### **B. Procedures**

- (1) The Contractor shall notify City of Scappoose of any inappropriate or unavailable Products, equipment, services or techniques that may be called for by the Contract.
- (2) The Contractor may submit to City of Scappoose written requests for approval of Substitutions. City of Scappoose will consider only requests conforming to the requirements of this General Provision.
- (3) City of Scappoose will be the sole judge of the acceptability of any proposed Substitution. The Contractor will be notified in writing of the approval or rejection of a properly submitted request. The Contractor shall not rely upon approvals made in any other manner. City of Scappoose's decision shall be final.
- (4) Requests for Substitutions shall be submitted to the Resident Engineer through the Contract submittal process in sufficient time to avoid delays to the Work. The Contractor shall be responsible

for any delay or cost resulting from untimely submittal of Substitution requests.

- (5) Substitution requests must be submitted on City of Scappoose's Product Option/Substitution Request Form. A copy of this form may be obtained from the Resident Engineer.

The Contractor shall at the same time submit up to six copies of the information listed below as directed by the Resident Engineer, with any additional information the Contractor considers necessary to support the proposal.

The Contractor has the burden of demonstrating that the proposed Substitution's function, quality and performance will be equal or superior in all respects to that of the specified item.

The following information is required as a minimum:

- (a) The reason for the request;
  - (b) Complete data substantiating that the function, quality and performance of the proposed Substitution will be equal or superior in all respects to the performance of the specified Item;
  - (c) The impact of the proposed Substitution on the Construction Schedule;
  - (d) The effect of the proposed Substitution on the Contract Price;
  - (e) The following information shall be included in the documentation for Substitution of construction or fabrication methods:
    - 1. Detailed description of the proposed methods.
    - 2. Drawings illustrating the proposed methods.
  - (f) Product identification, including manufacturer's name and address, contact person and telephone number;
  - (g) Manufacturer's literature, including product description, performance and test data, and reference standards;
  - (h) Samples, if appropriate or required by City of Scappoose;
  - (i) The name and address of a reference person with personal knowledge of similar projects on which the Product, equipment service, method or technique, was used, date of installation and reliability and service record, if appropriate or required by City of Scappoose;
  - (j) An itemized comparison of the proposed Substitution with the specified Product, equipment, service, method or technique;
  - (k) Assurance that the proposed Substitution will not affect dimensions or other elements of the Work, or alternatively, full disclosure of any such effects;
  - (l) The name and address of the nearest supplier of maintenance and service parts and repair services for the proposed Substitution, and substantiation that adequate supplies of parts and repair services are readily available, if appropriate or required by City of Scappoose.
- (6) Prior to making a request for a Substitution, the Contractor shall investigate the proposed Item, and determine that it is equal or superior in all respects to the Item specified. In making the request for a Substitution, the Contractor represents that:
- (a) It will provide the same warranty for the Substitution as for the item specified.

- (b) It will coordinate installation of the Substitution into the Work, making changes as may be required for the Work to be complete in all respects.
  - (c) Schedule and price data provided under paragraphs 5(c) and 5(d) is complete and includes all related Contractor cost and schedule impacts.
  - (d) It waives all claims for additional time for performance and additional costs related to the Substitution that may become apparent following City of Scappoose's approval of the Substitution.
  - (e) It will be responsible for the cost of performing any design or redesign including redesign of other affected parts of the Work and for securing City of Scappoose's approval of such design or redesign.
- (7) The Contractor shall reimburse City of Scappoose for its costs of evaluating Substitutions, and for its design or redesign costs, unless the proposed Substitution is necessary due to causes beyond the Contractor's control, and of which the Contractor could not reasonably have known at the date of opening of proposals.
- (8) Only complete requests submitted in accordance with this General Provision will be considered. The approval of Shop Drawings, Product Data, submittals, or other documents indicating or implying a Substitution shall not constitute approval of such Substitution.
- (9) City of Scappoose will specifically approve or disapprove in writing all requested Substitutions. If a Substitution is approved, a Change Order will be prepared to incorporate the Substitution into the Contract. The Change Order will include any associated price or schedule adjustment.
- (10) The Contractor shall not be entitled to an extension of time or reimbursement for additional costs associated with a Substitution proposed due to the unavailability of a specified Item, if the specified Item was available as of the date of the Notice to Proceed. Extensions of time or reimbursement of additional costs for Substitutions necessitated by deficiencies that render the specified Item unacceptable, will not be allowed when the deficiency was known or should have been known by the Contractor at the time proposals were submitted.

### **00603 Product Option Proposals After Award of Contract**

This General Provision defines "Product Option" and sets out requirements for requests for approval of Product Options after award of the Contract.

For the purposes of this General Provision, "Product" shall mean any manufactured good.

City of Scappoose reserves the right to use the named or specified product to establish standards for equality, including aesthetic and visual characteristics, performance, quality, availability, maintainability and any other relevant characteristic.

#### **A. Definition**

Product Option: The use of an item demonstrated to be equal or superior in all respects to a Product specified by brand name or mark or as the Product of one or more manufacturers or suppliers, whether or not followed by the terms "or equal" or "or approved equal."

The Contractor shall demonstrate equality following the procedures set out herein, and City of Scappoose must approve use of the item in accordance with the terms of this General Provision.

#### **B. Procedures**

- (1) The Contractor shall notify City of Scappoose of any inappropriate or unavailable Products that may be called for by the Contract.

- (2) The Contractor may submit to City of Scappoose written requests for approval of Product Options. City of Scappoose will consider only requests conforming to the requirements of this General Provision.
- (3) City of Scappoose will be the sole judge of the acceptability of any proposed Product Option. The Contractor will be notified in writing of the approval or rejection of a properly submitted request. The Contractor shall not rely upon approvals made in any other manner. City of Scappoose's decision shall be final.
- (4) Requests for Product Options shall be submitted to the Resident Engineer through the Contract submittal process in sufficient time to avoid delays to the Work. The Contractor shall be responsible for any delay or cost resulting from untimely submittal of Product Option requests.
- (5) Product Option requests must be submitted on City of Scappoose's Product Option/Substitution Request Form. A copy of this form may be obtained from the Resident Engineer.

The Contractor shall at the same time submit up to six copies of the information listed below as directed by the Resident Engineer, with any additional information the Contractor considers necessary to support the proposal.

The Contractor has the burden of demonstrating that the proposed item is equal or superior in all respects to the item specified.

The following information is required as a minimum:

- (a) The reason for the request;
  - (b) Complete data substantiating equality of the proposed Product to the Product specified;
  - (c) A certification that the proposed Product Option will neither increase the Contract Price nor increase contract milestone durations;
  - (d) Product identification, including manufacturer's name and address, contact person and telephone number;
  - (e) Manufacturer's literature, including product description, performance and test data, and reference standards;
  - (f) Samples, if appropriate or required by City of Scappoose;
  - (g) The name and address of a reference person with personal knowledge of similar projects on which the Product was used, date of installation and reliability and service record, if appropriate or required by City of Scappoose;
  - (h) An itemized comparison of the proposed Product Option with the specified Product;
  - (i) Assurance that the proposed Product Option will not affect dimensions or other elements of the Work, or alternatively, full disclosure of any such effects;
  - (j) The name and address of the nearest supplier of maintenance and service parts and repair services for the proposed Product Option and substantiation that adequate supplies of parts and repair services are readily available, if appropriate or required by City of Scappoose.
- (6) Prior to making a request for a Product Option the Contractor shall investigate the proposed item, and determine that it is equal or superior in all respects to the item specified. In making the request for a Product Option the Contractor represents that:

- (a) It will provide the same warranty for the Product Option as for the item specified.
  - (b) It will coordinate installation of the Product Option into the Work, making changes as may be required for the Work to be complete in all respects.
  - (c) It will be responsible for the cost of performing any design or redesign including redesign of other affected parts of the Work and for securing City of Scappoose's approval of such design or redesign.
- (7) The Contractor shall reimburse City of Scappoose for its costs of evaluating Product Options, and for its design or redesign costs, unless the proposed Product Option is necessary due to causes beyond the Contractor's control, and of which the Contractor could not reasonably have known at the date of opening of proposals.
- (8) Only complete requests submitted in accordance with this General Provision will be considered. The approval of Shop Drawings, Product Data, submittals, or other documents indicating or implying a Product Option shall not constitute approval of such Product Option.
- (9) City of Scappoose will specifically approve or disapprove in writing all requested Product Options. If a Product Option is approved, a Change Order will be prepared to incorporate the Product Option into the Contract.
- (10) The Contractor shall not be entitled to an extension of time or reimbursement for additional costs associated with a Product Option proposed due to the unavailability of a specified Product, if the specified Product was available as of the date of the Notice to Proceed. Extensions of time or reimbursement of additional costs for Product Options necessitated by deficiencies that render the specified Product unacceptable will not be allowed when the deficiency was known or should have been known by the Contractor at the time proposals were submitted.

#### **00604 Inspection, Sampling and Testing**

- A. All Materials except Materials specified by brand name or mark or manufacturer, furnished for use or incorporation in the Work, shall be covered by quality certifications, test results or other documentation as required by the Contract to establish compliance of the products with Contract requirements. Unless specific tests are required by the specifications, Contractor may provide certifications to establish acceptability of the products furnished. Materials or products which require certification or other documentation shall not be incorporated into the Work until certifications have been delivered and the product approved by City of Scappoose for incorporation.
- B. City of Scappoose's acceptance of Materials on the basis of compliance documentation, inspection or testing shall not relieve the Contractor of the obligation for conformance with the Contract.
- C. References to standards, material specifications, test methods, or other publications of the Oregon Department of Transportation (ODOT), American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), other governmental agencies, or other recognized national organizations are those officially adopted by those agencies and organizations. The applicable standard, test method, material specification, or other reference is that which is in effect on the date the Contract was advertised.
- D. When the Contract requires documentation that Materials comply with a given specification or standard, the Contractor shall provide documents which include a certification that the Materials conforms with all applicable Contract requirements. The documentation shall identify the Material, list the applicable specifications and tests covered by the certification, describe the source of the Materials, and the quantity of Materials certified. The certifying document shall originate with manufacturer or producer of the Materials and shall bear the signature of a person qualified to perform the certification and authorized to sign on behalf of the manufacturer or producer. If applicable, the certificate shall list any marking or other identification of the certified Materials.

- E. For fabricated or manufactured Materials, in addition to the documentation required by Paragraph D of this Article, the supplier shall furnish documentation that the fabrication or manufacturing process complies with Contract requirements. The documentation shall be comparable to that required by Paragraph D of this Article and shall list the name and address of the manufacturer or fabricator, the specific processes covered by the certification and procedures and equipment used, tests performed and testing frequency, and any other pertinent information required to demonstrate Contract compliance.
- F. For Materials specified or approved by brand name or mark, an identifying label or other marking affixed by the manufacturer, which contains sufficient information to verify that the Materials furnished are the Materials specified, will be accepted as documentation in lieu of additional certification. Other physical characteristics or packaging information may be accepted at City of Scappoose's discretion to demonstrate compliance.
- G. City of Scappoose may require testing at the Contractor's expense of Materials that are delivered without acceptable identification, certification or other required documentation. Work that incorporates Materials for which the required documentation has not been provided, will be considered nonconforming work.
- H. City of Scappoose reserves the right to sample and test any Materials provided for use or incorporation into the Work. The Contractor shall furnish, at no cost to City of Scappoose, all samples requested for testing. If City of Scappoose's tests indicate that the Materials tested do not comply with Contract requirements, all Materials covered by the same certification as the test sample shall be considered as non-conforming.
- I. If, at any time, City of Scappoose deems Contractor's quality control measures are not providing adequate inspection and testing, Contractor shall immediately take corrective action as directed by City of Scappoose.

#### **00605 City of Scappoose Furnished Materials**

- A. Materials listed in the Contract as City of Scappoose-furnished will be available to the Contractor free of charge at the location indicated, unless otherwise specified.
- B. With respect to City of Scappoose furnished materials, the Contractor shall:
  - (1) Be responsible for all costs for loading, unloading, transporting, storing and handling Materials until incorporated into the Work.
  - (2) Install and make the Material fully operational, in accordance with the Contract and manufacturer's requirements, including furnishing all incidental parts and materials, and scheduling code and other required inspections and tests.
  - (3) Assume responsibility for storage and demurrage charges and replacement of Materials lost or damaged from any cause, at no cost to City of Scappoose, commencing on the later of the date of the Notice to Proceed or, if not in storage when the Notice to Proceed is issued, on the date Materials are made available to the Contractor.
  - (4) Notify City of Scappoose immediately upon discovery of any deficiency or defect in Materials furnished.
- C. All Materials furnished by City of Scappoose will remain the property of City of Scappoose. Excess Materials not incorporated in the Work shall be stored on site at a central, accessible location approved by City of Scappoose.

#### **00606 Handling and Storage of Materials**

- A. Materials shall be so stored as to preserve their quality and fitness for the Work. Stored Materials, even

though determined acceptable before storage, may again be inspected prior to their use in the Work. Stored Materials shall be arranged so as to facilitate their prompt inspection. Approved portions of the right of way or other City of Scappoose property designated in the Contract as available for use by the Contractor may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at his expense. Private property shall not be used for storage purposes without written permission of the owner and/or lessee. Copies of such written permission shall be furnished City of Scappoose upon request. Any use of private property by Contractor shall comply with all applicable zoning, land use restrictions, and other regulatory requirements.

- B. City of Scappoose-furnished Materials or Materials paid for prior to incorporation shall be stored in secure locations approved in writing by City of Scappoose in a manner which will preserve their full value. Such Materials shall be prominently labeled as property of City of Scappoose and shall not be commingled with non-City of Scappoose Materials. If necessary, storage shall be in controlled environment buildings. If Materials are stored on private property, the Contractor shall furnish City of Scappoose with written permission for storage, signed by the owner and/or lessee, which guarantees access to City of Scappoose and rights of removal.
- C. All Materials shall be handled and transported in such a manner as to preserve their quality and fitness for the Work.

#### **00607 Fly Ash**

If cement or concrete is to be provided pursuant to this Contract, Contractor may use fly ash as an optional or alternate material. Any use of fly ash in cement or concrete shall be in accordance with the standards referenced in 40 CFR Part 249 and the Specifications of this Contract.

### **END OF SECTION 00600 - MATERIALS**

## **00700 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

### **00701 Permits, Fees, and Notices**

- A. Contractor shall be fully responsible for identifying, securing, and paying for all necessary licenses, fees, inspections, waivers, utility connection fees, building and other permits, and similar authorizations from governmental and utility authorities, required to fulfill the Contract requirements and Contractor's obligations except for those identified in the Contract as being furnished or paid for by City of Scappoose.
- B. Contractor shall give all notices required for timely compliance with applicable federal, state, and local laws, ordinances, rules, regulations, and restrictions. Upon written request, Contractor shall furnish City of Scappoose with satisfactory documentation evidencing compliance with the applicable requirements.

### **00702 Compliance with Laws and Regulations**

- A. The Contractor acknowledges that it has familiarized itself with the requirements of any and all applicable federal, state, county, and local laws, ordinances, codes, rules, and regulations, and the conditions of any required licenses and permits prior to entering into this Contract. Contractor shall comply with any and all of the foregoing at its sole cost and expense and without any increase in Contract price or Contract time on account of such compliance, regardless of whether such compliance would require additional labor, equipment, and/or materials not expressly provided for in the Contract, provided however, that if unexpected Work is required as a result of enactment of new or amendment of existing statutes, ordinances, or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the date proposals were due, City of Scappoose shall act in accordance with ORS 279C.525.

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference.

Contractor acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of City of Scappoose under contract and that the individual employees and agents of Contractor may be treated as public officials under ORS 244.020 (14). Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to Contractor's control when performing work under this Contract.

- B. In compliance with ORS 279C.525 the following is a list of federal, state, and local agencies, of which City of Scappoose has knowledge, that have enacted ordinances or regulations relating to the prevention of environmental pollution and the preservation of natural resources, or other matters that may affect the performance of this Contract:

#### Federal Agencies

Agriculture, Department of  
Forest Service  
Soil Conservation Service

Defense Department of  
Army Corps of Engineers

Energy, Department of



Bonneville Power Administration  
Federal Energy Regulatory Commission

Environmental Protection Agency

Interior, Department of the  
Heritage, Conservation, and Recreation Service  
Bureau of Indian Affairs  
Bureau of Land Management  
Bureau of Reclamation  
Office of Surface Mining Reclamation and Enforcement  
Geological Survey  
Minerals Management Service  
Fish and Wildlife Service  
National Park Service

Labor, Department of  
Occupational Safety and Health Administration  
Mine Safety and Health Administration

Nuclear Regulatory Commission

Transportation, Department of  
Coast Guard  
Federal Highway Administration  
Federal Railroad Administration

Treasury, Department of  
Bureau of Alcohol, Tobacco and Firearms

Water Resources Council

State of Oregon Agencies

Agriculture, Department of  
Soil and Water Conservation Division

Energy, Department of

Environmental Quality, Department of

Fish and Wildlife, Department of

Forestry, Department of

Geology and Mineral Industries, Department of

Human Resources, Department of

Insurance and Finance, Department of

Oregon Occupational Safety and Health Division

Labor and Industries, Bureau of

Land Conservation and Development Department

Parks and Recreation, Department of  
State Historic Preservation Officer  
State Engineer

State Lands, Department of

Transportation, Department of

Water Resources Department

- C. Contractor shall adhere to all applicable Federal, state, and local laws, regulations, and policies, including, but not limited to those related to workers' compensation, all applicable provisions of the Contract Work Hours and Safety Standards Act, equal employment opportunity, nondiscrimination in services and affirmative action, including all regulations implementing Executive Order No. 11246 of the President of the United States, as amended by Executive Order 11375, Section 402 of the Vietnam Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, and all applicable terms and conditions prescribed for third party contracts by the U.S. Department of Transportation. Contractor shall adhere to all safety standards and regulations established by City of Scappoose for Work performed on its premises or under its auspices.
- D. Contractor shall comply with, and make a part of each subcontract in excess of one hundred thousand dollars (\$100,000.00), all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal Contracts, grants or loans, of facilities included on the EPA List of Violating Facilities. Any violation of these laws, rules, or regulations shall be reported immediately to the Administrator of FTA and to the United States Environmental Protection Agency, Assistant Administrator for Enforcement (EN-329).
- E. Contractor shall maintain at the Work Site copies of all permits, licenses, certificates, or other documentation demonstrating compliance with any applicable statute, regulation, ordinance, or rule or other requirements of this Contract. Contractor shall provide copies of such documentation to City of Scappoose promptly upon request.
- F. Contractor shall be liable for and shall pay all fines, assessments, and other costs resulting from Contractor's violation of any applicable federal, state, or local statute, regulation, ordinance, or other restriction.
- G. Contractor shall not be entitled to any additional compensation or extension of time as a result of Contractor's violation of applicable regulatory requirements. If a delay results from such a violation, Contractor shall be responsible for all costs including, but not limited to, overtime premium associated with regaining the time lost as a result of such delay, and any damages, including liquidated damages, which may result from Contractor's failure to comply with the Construction Schedule as a result of such delay.

#### **00703 Taxes**

Unless otherwise provided in the Contract, Contractor shall pay all sales, use, and other similar taxes that are enacted at the time proposals are received.

#### **00704 Liens Prohibited**

Contractor shall not permit any lien or claim to be filed or prosecuted against City of Scappoose, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately.

## **00705 Payment of Claims by City of Scappoose**

Contractor shall not permit any lien or claim to be filed or prosecuted against City of Scappoose, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately.

## **00706 Indemnification**

A. To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless, and defend City of Scappoose, its directors, officers, and employees from and against all claims, demands, losses, suits, damages, losses, attorney fees, and costs of every kind and description and expenses incidental to the investigation and defense thereof, resulting from, based upon or arising out of, or incidental, or in any way connected with any act, omission, fault or negligence in whole or in part of Contractor, its agents, contractors, sub-contractors, or employees in the performance or nonperformance of Contractor's obligations under this Contract unless such liability is caused by the sole negligence of City of Scappoose.

The obligations of Contractor under this Section 00706 will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.

B. This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which City of Scappoose and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City of Scappoose may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that City of Scappoose may release such funds if the Contractor provides City of Scappoose with adequate assurance of the protection of City of Scappoose's interests. City of Scappoose shall be the sole judge of whether such assurances are adequate.

## **00707 Insurance**

A. During the term of this contract, Contractor shall purchase and maintain any insurance required by this contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to City of Scappoose within ten (10) days after award of this contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify City of Scappoose for any liability or damages that City of Scappoose may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below:

B. Contractor shall maintain insurance of the types and in the amounts described below:

### **(1) Commercial General Liability Insurance**

Commercial General Liability insurance, with coverage limits not less than:

\$2,000,000.00 per occurrence, bodily injury and property damage;  
\$3,000,000.00 general aggregate, bodily injury and property damage;  
\$1,000,000 personal and advertising injury;  
\$2,000,000 products-completed operations aggregate; and  
\$50,000 fire damage (any one fire).

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

If Contractor is working within 50 feet of heavy railroad, the CGL policy exclusion must be deleted.

**(2) Business Auto Liability Insurance**

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$2,000,000.00 per person; \$2,000,000.00 per accident; and
- (b) Property damage: \$2,000,000.00 per accident.

If Contractor's work is within 50 feet of heavy railroad, the auto policy shall be endorsed with CA 20 70 (10 01) or equivalent, and this endorsement must be attached to the insurance certificate.

**(3) Worker's Compensation Insurance**

Oregon statutory workers' compensation and employer's liability coverage, including broad form all states protection, if applicable, voluntary compensation and Federal endorsement. Employer's liability coverage shall have the following limits:

- (a) Bodily Injury by Accident: \$1,000,000 each accident
- (b) Bodily Injury by Disease \$1,000,000 each employee
- (c) Bodily Injury by Disease: \$1,000,000 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

**(4) Builder's Risk Insurance**

Contractor shall purchase and maintain in force builder's risk insurance in the contract amount, or as otherwise specified in the contract Special Provisions, on the entire work covering physical loss or damage to items under construction and property at the construction site. This includes all materials at the site which are or will become a permanent part of the work. City of Scappoose shall be named as a loss payee as its interest may apply.

Failure of City of Scappoose to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of City of Scappoose to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

C. The insurance required under this Section shall:

- (1) Include (as evidenced by endorsement) City of Scappoose and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Professional Liability and Worker's Compensation policies) For Commercial General liability, endorsement form CG20 10 (11 85) or 20 10 (10 01) with 20 37 (10 01) or equivalent must be included. For Auto liability,

- form CA 20 48 (02 99) or its equivalent must be included;
- (2) Contractor to give City of Scappoose not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;
- (3) Insurance policies shall be purchased only from insurance companies that meet City of Scappoose's A.M. Best Rating criteria of "A" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- (4) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract.
- (5) Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate;
- (6) City of Scappoose shall have the right to a copy of Contractor's insurance policy or policies upon request by City of Scappoose.

D. Subcontractor Furnished Insurance

Contractor shall ensure that its Subcontractors comply with the provisions contained in this Section and maintain, at their own expense, the following minimum insurance coverage on policy forms with Insurers acceptable to City of Scappoose:

(1) Automobile Liability

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$1,000,000.00 per person; \$1,000,000.00 per accident; and
- (b) Property damage: \$1,000,000.00 per accident.

(2) Workers Compensation and Employers Liability Insurance

Oregon statutory workers' compensation and employer's liability coverage, including broad form all states protection, if applicable, voluntary compensation and Federal endorsement. Employer's liability coverage shall have the following limits:

- (a) Bodily Injury by Accident: \$1,000,000 each accident
- (b) Bodily Injury by Disease \$1,000,000 each employee
- (c) Bodily Injury by Disease: \$1,000,000 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

(3) Commercial General Liability Insurance

Commercial General Liability insurance, with coverage limits not less than:

\$2,000,000.00 per occurrence, bodily injury and property damage;  
 \$3,000,000.00 general aggregate, bodily injury and property damage;  
 \$1,000,000 personal and advertising injury;  
 \$2,000,000 products-completed operations aggregate; and  
 \$50,000 fire damage (any one fire).

Such coverage will be equivalent to or better than the Insurance Service Office (ISO)

standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, adPremises-Operations, Products-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

City of Scappoose, its directors, officers, employees, and agents shall be included as additional insureds under the liability insurance policies referenced in Subparagraphs D(1) and D(3).

Prior to Subcontractor's entry onto the Project Site, Contractor will obtain certificates of insurance evidencing Subcontractor's coverage described in this Paragraph D. All insurance coverage outlined above shall be purchased only from insurance companies that meet City of Scappoose's A.M. Best Rating criteria of "A" or better (excluding SAIF) and are authorized to do insurance business in Oregon. . Insurance certificates shall state that the Subcontractor will give Contractor not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage.

Contractor shall provide certified copies of such Subcontractor insurance policies at the request of City of Scappoose.

E. Other Insurance

Such other insurance as the Contractor or Subcontractors may carry with respect to its normal business operations and/or property is at its own expense and risk.

F. Contractor and its Subcontractors shall be solely responsible for damage to their own equipment. Any policy or policies of insurance which Contractor elects to carry as insurance against loss or damage to its construction equipment or tools shall contain a provision waiving the insurer's right of subrogation against City of Scappoose. Contractor waives its right of recovery against City of Scappoose for loss or damage to Contractor's construction equipment or tools.

G. Contractor shall be responsible for all materials until they have been incorporated into the Contract work and the work has been finally accepted by City of Scappoose.

H. Contractor shall be responsible for all deductibles.

**00708 Intellectual Property**

A. City of Scappoose, including its successors in interest, shall have the right, within the scope of the Contract, or for the purposes of operating and maintaining the Materials supplied, to use, duplicate, modify, and disclose all technical data, including computer software and documentation, developed under this Contract, and the information conveyed therein, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

B. The Contractor warrants that the Materials used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any intellectual property right , including patent ,copyright., trademark, trade-name and trade secret (collectively, "Intellectual Property Rights Contractor shall hold harmless, defend and indemnify City of Scappoose, Consultants, and their representatives, officers, directors, and employees (collectively, the "Indemnified Parties") from any loss of any kind based on a claim that the Materials used on or incorporated into the Work infringe any Intellectual Property Right. Such indemnity shall include all damages and costs incurred by any of the Indemnified Parties as a result of the claim including attorney fees and expert witness fees.

C. The Contractor shall promptly report to City of Scappoose in writing in reasonable detail, each notice or claim of infringement of any Intellectual Property Right arising out of the performance this Contract, of which the Contractor has knowledge.

D. The Contractor shall bear all costs arising from the use of patented or proprietary Materials or processes used on or incorporated in the Work. If the use of such Materials or processes is held to

constitute an infringement and is enjoined, the Contractor shall, at its own expense:

- (1) Secure for City of Scappoose the right to continue using said Materials or processes by lifting the injunction or by procuring a license or licenses; or
  - (2) Replace the infringing Materials or processes with non-infringing Materials or processes; or
  - (3) Modify the Materials or processes so that they become non-infringing or remove the enjoined Materials or processes and refund the sum paid by City of Scappoose therefore without prejudice to any other rights of City of Scappoose.
- E. The preceding Paragraphs B and D shall not apply to any Materials or processes specified by City of Scappoose or its Consultants or manufactured to the design of City of Scappoose or its Consultants or in accordance with the details contained in the Plans and Specifications; and as to such Materials and processes the Contractor assumes no liability whatsoever for patent or copyright infringement and City of Scappoose will hold the Contractor harmless against any claims arising there from.
- F. Patent rights arising out of the Work, as well as information, designs, specifications, know-how, data, and findings shall be made available for public use, unless City of Scappoose shall, in specific cases where it is legally permissible, determine that it is in the public interest that such information not be made available.
- G. If any invention, improvement or discovery of Contractor is conceived or first actually reduced to practice in the course of or under this Contract, which invention, improvement, or discovery may be patentable under the laws of the United States of America or any foreign country, the Contractor shall immediately notify City of Scappoose and provide a detailed report. The rights and responsibilities of City of Scappoose, Contractor, and the federal Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
- H. Contractor shall deliver all technical data, including computer software and documentation, to City of Scappoose. All software created and provided hereunder shall be considered a "work made for hire" under contract to City of Scappoose and Contractor shall take any and all steps necessary and execute all formal agreements to fully vest copyright in City of Scappoose. All software created hereunder shall be owned by City of Scappoose and shall be considered a trade secret of City of Scappoose, and Contractor shall not publish any software created for City of Scappoose hereunder. Contractor shall provide City of Scappoose with a properly executed copyright registration and assignment or other documentation vesting in City of Scappoose sufficient ownership of each such item of technical data to allow City of Scappoose to use, duplicate, modify, and disclose such data lawfully, and without additional payment, within the scope of the Contract, or for the purpose of operating and maintaining the Materials supplied, and to use, duplicate, modify, and disclose the same and the information conveyed therein, in whole or in part, and to permit others to do the same. No copyright matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for City of Scappoose and its successors in interest to use, duplicate, modify, and disclose the same in the manner described herein. Contractor shall have no rights in software developed by City of Scappoose, even if such software is embedded in Contractor-supplied software or functionally equivalent to Contractor-supplied software, or even if such software developed by City of Scappoose includes substantially similar sequences, structure, and overall organization to Contractor-supplied software.

#### **00709 Rights in Data**

- A. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process

sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

- B. The following restriction applies to all subject data first produced in the performance of this Contract: Except for Contractor's use in conjunction with the Work required by this Contract, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of City of Scappoose, until such time as the federal government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to Agreements with academic institutions.
- C. The Contractor shall hold harmless, indemnify and defend City of Scappoose, Consultants, and their representatives, officers, directors, and employees (collectively, the "Indemnified Parties") against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract.
- D. In the event that this Contract is not completed, for any reason whatsoever, all data developed under this Contract shall become subject data as defined in Paragraph A of this Article and shall be delivered as City of Scappoose may direct.

#### **00710 Ownership of Work and Material**

All Work performed by Contractor pursuant to this Contract shall be the property of City of Scappoose. City of Scappoose shall own all construction, and any data, documents, plans, specifications, working papers, computer programs, photographs, or other material produced by Contractor pursuant to this Contract, and Contractor hereby assigns and transfers to City of Scappoose any and all copyrights for such materials.

As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to City of Scappoose at the time of the payment. To the extent that title has not previously been vested in City of Scappoose by reason of payments, full title shall pass to City of Scappoose at delivery of the Work at the location specified in the Contract. Work to which City of Scappoose has received title by reason of progress, partial or other payments shall be segregated from other Contractor or subcontractor materials and clearly identified as City of Scappoose property.

The title transferred as above shall in each case be good, and free and clear of any and all security interests, liens, or other encumbrances. The Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any way that would result in any lien, security interest, charge, or claim upon or against said items.

The transfer of title as provided above shall not imply acceptance by City of Scappoose, nor relieve the Contractor from the responsibility to strictly comply with the Contract, and shall not relieve the Contractor of responsibility for any loss of or damage to such items.

The Contractor shall insert provisions in its subcontracts sufficient to ensure compliance with the content of this Article.

#### **00711 Consultant Conflict of Interest**

Contractor shall not use any consultant who concurrently is employed by City of Scappoose or by City of Scappoose's consultants, including, but not limited to surveyors, engineers, architects, and testing laboratories, without first obtaining City of Scappoose's approval in writing.

#### **00712 Conservation**

Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC sections 6321 et seq.).



### **00713 Historical, Scientific, and Archaeological Discoveries**

A. Contractor shall immediately report the discovery of any articles of historical, scientific or archaeological interest to City of Scappoose. Contractor shall take all necessary steps to preserve the articles and shall cease operations which would affect the finds until otherwise directed by City of Scappoose. City of Scappoose shall decide the further operations of Contractor with respect to the discovery including disposition of the articles. As between Contractor and City of Scappoose, City of Scappoose shall have sole and exclusive title to any discovered articles.

B. Other than reporting to City of Scappoose as required by this Article, Contractor shall keep the discovery of any articles of historical, scientific or archaeological interest confidential, and shall not discuss or disclose the discovery of any articles of historical, scientific or archaeological interest to any party other than City of Scappoose without City of Scappoose's prior written consent. This includes, but is not limited to, refraining from contacting the media or any third party or otherwise sharing information regarding the discovery with any member of the public.

### **00714 Maintaining Traffic**

Contractor shall be responsible for safely and efficiently maintaining rail, vehicular, and pedestrian traffic in all areas affected by its work, and shall comply with all requirements of authorities or owners having jurisdiction over the Work Site.

### **00715 Noise and Vibration Control**

- A. Contractor shall comply with all applicable Federal, state, and local laws, ordinances and regulations regarding control of noise and vibration.
- B. Contractor is responsible for applying for and obtaining any noise variances necessary for contract Work at its own expense.
- C. All construction equipment used on Contract Work shall have sound control devices no less effective than the devices provided on the original equipment. Every internal combustion engine in construction equipment shall have a muffled exhaust, and shall comply with pertinent local, state and federal laws and regulations.
- D. All equipment shall comply with pertinent equipment noise standards of the U.S. Environmental Protection Agency.
- E. Contractor shall provide all necessary testing or monitoring equipment required to demonstrate compliance with this Article.
- F. City of Scappoose or the responsible regulatory authority may conduct tests that it deems to be necessary or convenient to verify compliance with this Article. Contractor shall cooperate with and assist the testing personnel as required for the performance of their duties.
- G. Contractor shall immediately modify its operations including any noncomplying equipment to bring them within the acceptable limits of noise level as established by the U.S. Environmental Protection Agency and state and local requirements. Contractor shall bear all costs associated with modifying its operations and such nonconforming equipment.

### **00716 Permissible Days and Hours of Work**

Unless otherwise provided for in the Technical Specifications, the following shall apply:

- A. Contractor shall comply with all applicable statutes, regulations, rules, ordinances, or other such measures which limit, restrict, or regulate the times of day and/or days of the week when any activities required by this Contract can be performed.

- B. Contractor is responsible for applying for and obtaining any waivers or variances necessary for Contract Work at its own expense except for those specifically identified in this Contract as provided by City of Scappoose.
- C. Contractor's compliance with such restrictions shall not be the basis of any claim for extensions of time or additional compensation unless City of Scappoose has expressly stated in this Contract that waivers, variances, or other authorizations shall apply to Contractor's activities, or specific portions thereof, and such waivers, variances, or other authorizations are unavailable at the specified date or are subsequently withdrawn and such unavailability or withdrawal did not result from some act or omission by Contractor.

**00717 Hazardous and Contaminated Substance**

A. General

"Hazardous substance(s)" shall mean those substances as defined in Oregon Revised Statutes (ORS) 465.200 et seq.

"Contaminated substance" shall mean materials, including but not limited to soil, groundwater, surface water, and other materials that can only be legally disposed in a regulated and permitted disposal facility.

"Release" shall be given the meaning as defined in ORS 465.200 et seq.

- (1) All work involving the removal, remediation, handling, transportation, treatment or disposal of hazardous and/or contaminated substances shall be performed only by a contractor licensed to perform such work and has a minimum of three years experience in performing such work.

All such work involving hazardous and/or contaminated substances shall be performed only by personnel who have been trained in accordance with 29 CFR 1910.120 and certified to perform such work. The Contractor shall comply with all relevant federal, state, and local statutes, rules, regulations and ordinances pertaining to such work. Contractor shall take all necessary precautions to protect Contractor personnel, City of Scappoose personnel, workers and the public from exposure to hazardous and/or contaminated substances.

- (2) Contractor shall be liable and indemnify and hold City of Scappoose harmless for any and all costs, expense, damages, claims, and causes of action of any kind, including attorney fees and expert witness fees, related to or arising out of a release of hazardous and/or contaminated substance to the extent such release was caused or contributed to by Contractor's intentional acts, negligence, or failure to perform in accordance with the Contract. Nothing in this Article shall limit Contractor's liability or responsibility under any other provisions of this Contract.

B. Unknown Hazardous and/or Contaminated Substances

- (1) Contractor shall immediately cease working in any particular area of the Work Site where an unanticipated or unknown hazardous or contaminated substance has been discovered or encountered and shall immediately notify City of Scappoose of any hazardous or contaminated substance which Contractor discovers or encounters during performance of the Work required by this Contract, unless the remediation or removal of such hazardous or contaminated substance is specifically part of the Work.

- (a) Abnormal conditions or potential indicators of a hazardous or contaminated substance shall include, but shall not be limited to, the following:

- (i) Presence of underground storage tanks or drums.
- (ii) Discolored earth, metal, wood, or other debris.

- (iii) Visible fumes/vapors.
  - (iv) Obnoxious or unusual odors.
  - (v) Excessively hot earth.
  - (vi) Smoke.
  - (vii) Abnormal or irregular results from health and safety air monitoring.
  - (viii) Any other condition which appears abnormal that could be a possible indicator of a hazardous and/or contaminated substance.
  - (ix) Such conditions shall be treated with extraordinary caution.
- (2) Upon being notified by Contractor of the presence of unanticipated or unknown hazardous or contaminated substance(s) on the Work Site, City of Scappoose shall promptly investigate the conditions and provide further direction to the Contractor with respect to the hazardous or contaminated substance(s).
  - (3) The Contractor's operation shall not resume until so directed by City of Scappoose.
  - (4) Unless otherwise directed by City of Scappoose, Contractor shall take all appropriate measures, if feasible, consistent with protecting the health and safety of Contractor's employees, to stop or minimize the immediate spread of any hazardous substance(s) encountered.

C. Contractor's Materials/Unknown Hazardous and Contaminated Substance Work Required by this Contract

- (1) Contractor shall obtain City of Scappoose's written consent prior to bringing into the Work Site any hazardous and/or contaminated substance(s). Notwithstanding such written consent from City of Scappoose, the Contractor, at all times, shall:
  - (a) Properly handle, store, use, and dispose of all hazardous and/or contaminated substances brought onto the Work Site, in accordance with all applicable federal, state, and local statutes, rules, regulations, and ordinances;
  - (b) In the event of a release, take all appropriate measures, consistent with protecting the health and safety of Contractor personnel, City of Scappoose personnel, and the public, to stop the spread of any hazardous and/or contaminated substance(s);
  - (c) Promptly clean up and dispose of materials resulting from the release, without cost to City of Scappoose, to the satisfaction of City of Scappoose and the governing regulatory agencies in accordance with all applicable federal, state, and local statutes, rules, regulations, and ordinances; and
  - (d) Be held liable and indemnify and hold City of Scappoose harmless for any and all releases of hazardous and/or contaminated substance(s) brought onsite by the Contractor during the performance of this Contract.
- (2) Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR 340-108 for petroleum products. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to City of Scappoose. A written follow-up report shall be submitted to City of Scappoose within forty-eight (48) hours of the telephonic report. Such written report shall contain as a minimum:
  - (a) Description of items released (identity, quantity, manifest number, and all other documentation required by law.)

- (b) Whether amount of items released is EPA/DEQ reportable and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release that Contractor has had with members of the press or public officials.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Injuries to persons or damage to property, if any, resulting from or aggravated by, the release.

D. Environmental Cleanup Certificate

- (1) Contractor shall submit, as part of the documentation required for Final Acceptance or as a separate written notice submitted with or before the Notice of Final Completion, copies of all disposal records and required permits and a certificate of environmental clean-up. Contractor shall certify that all hazardous and/or contaminated substance(s) which were produced, removed, cleaned-up, handled, transported, treated, or disposed as a result of Contractor's activities under this Contract, including the clean-up of hazardous and contaminated substances brought onto the Work Site by Contractor or the removal and/or remediation of hazardous and contaminated substances which Contractor performed as part of the Work under this Contract, has been completed and the materials disposed of in accordance with all applicable federal, state and local statutes, rules, regulations and ordinances, and to the satisfaction of all agencies having jurisdictions over such hazardous and contaminated substances.

**00718 Asbestos Provisions**

- A. Release shall be given the meaning as defined in Oregon Revised Statutes (ORS) 465.200 et seq.
- B. All work involving asbestos or asbestos-containing materials (collectively "asbestos-containing materials"), shall be performed only by a contractor licensed and certified to perform such work. All work involving asbestos-containing materials shall be performed only by personnel who have been trained and certified to perform such work. The Contractor shall comply with all relevant federal, state, and local statutes, rules, regulations and ordinances pertaining to such work. Contractor shall take all necessary precautions to protect Contractor's personnel, City of Scappoose personnel, workers and the public from exposure to asbestos-containing materials.
- C. Contractor shall immediately notify City of Scappoose if asbestos-containing materials are discovered which were not previously identified in the Plans and Specifications. The Contractor shall immediately cease all activities that could cause the release of such materials. City of Scappoose will promptly advise the Contractor of further actions regarding the asbestos-containing materials.
- D. For the demolition of structures identified under this Contract involving asbestos-containing materials, a licensed asbestos contractor shall observe all demolition activities for early identification of any additional asbestos-containing materials.
- E. Contractor shall be liable and indemnify and hold City of Scappoose harmless for any and all costs, expenses, damages, claims, and causes of action, or any of them, including attorney fees and expert witness fees, related to or arising out of a release of asbestos-containing materials to the extent such release was caused or contributed to by Contractor's intentional acts, negligence, or failure to perform in accordance with the Contract. Nothing in this Article shall limit Contractor's liability or responsibility under any other provisions of this Contract.

- F. Any work involving the demolition or abatement of asbestos containing materials in a state building shall

be performed in accordance with ORS 468A.

**00719 Excavation by the Contractor**

The Contractor shall comply with the requirements of ORS 757.542 through 757.562 regarding notification of utilities prior to undertaking any excavation required by this Contract.

**00720 Publicity and Advertising**

Contractor, its subcontractors, and suppliers shall not publish nor cause to be published any advertisement or other material, including news releases and technical papers, regarding the subject matter of this Contract at any time without the prior written authorization of City of Scappoose. Contractor shall not display any signs, posters, or any other advertising matter in or on the Work or on or around the Work site other than those prescribed by the Contract or by law without the prior written authorization of City of Scappoose. In addition, advertising or other copy mentioning City of Scappoose or quoting the opinions of any of its employees shall not be released before City of Scappoose approves such copy in writing. Any material proposed for publication must be factual, and not state or imply endorsement by City of Scappoose of any firm, service, or product.

**00721 Seismic Requirements**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**00722 Energy Conservation**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

**00723 Drug Testing Program**

In accordance with ORS 279C.505, Contractor shall demonstrate that an employee drug testing program is in place.

**00724 Not Used**

**END OF SECTION 00700 - LEGAL RELATIONS**

## **00800 PROSECUTION AND PROGRESS**

### **00801 Time of Completion**

Time is of the essence in the performance of this Contract. Contractor shall proceed with performance of the Work under this Contract immediately after receipt of the Notice to Proceed, and shall continuously and diligently prosecute the Work and specified portions thereof to completion on or before the time or times set forth in this Contract. Contractor shall not commence work until it receives the Notice to Proceed, except as otherwise required by this Contract.

### **00802 Computation of Time**

All time periods measured in days shall be based upon calendar days, unless specified otherwise. Time periods measured in days shall be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is Saturday, Sunday, or a legal holiday as defined in ORS 187.010 or ORS 187.020. If the last day of the period is a Saturday, Sunday, or legal holiday, the period shall run until, and shall include, the next day that is not a Saturday, Sunday, or legal holiday.

### **00803 Progress Schedule**

The Contractor shall develop and deliver to City of Scappoose schedules for the Work. The schedules shall be complete in all respects including items to be submitted to City of Scappoose. Specific requirements for these schedules may be found in the Special Provisions and the Specifications.

The Construction Schedule, as accepted by City of Scappoose, shall be as described in the Specifications and shall set forth times for completion of various components of the Work and Project Milestones; any such Project Milestones have been established by the Special Provisions of the Contract. The accepted Construction Schedule shall become part of the Contract and the Contractor shall be required to perform in accordance with this schedule or with the current accepted revision thereof.

### **00804 Delays and Extension of Time**

- A. The Contractor will be granted an extension of time for any delay on the critical path to completion of any Contract milestone, based on the latest approved Construction Schedule, arising from acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or wrongful acts of owners or occupants of property adjoining the Work Site, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has notified City of Scappoose in writing of the cause or causes of delay within twenty-four (24) hours from the beginning of any such delay. Such delay shall not be the basis for a claim for additional compensation. For the purposes of this Paragraph, weather conditions shall not be deemed unusually severe if they fall within two standard deviations from the mean of data recorded by the U.S. Weather Bureau for the Columbia County over the past twenty (20) years.
- B. If Contractor is delayed in the progress of the Work by an act, omission, or neglect of City of Scappoose, its agents or representatives, or an act or omission of another contractor in the performance of a contract with City of Scappoose, Contractor shall, within twenty-four (24) hours after the commencement of such delay, file with City of Scappoose a written notice of delay together with a request for an extension of the Contract period for the portion of the Work so delayed. The notice shall set forth in detail the reasons for the delay, and the period for which an extension is requested. If the delay results in unforeseen and additional expenses to Contractor in performing the Work, Contractor shall file with the written notice of such delay, a request for additional compensation, together with the Contractor's estimate of anticipated additional expense for which compensation is requested. Contractor may submit a revised request for an extension of time and/or additional compensation within fourteen (14) days following the cessation of such delay.

- C. When such a request is received, City of Scappoose will ascertain the reasons for and extent of such delay. If City of Scappoose determines that the cause was beyond the control and without the fault or negligence of Contractor and the facts justify an extension of time, or additional compensation, or both, the Contract will be modified accordingly, in writing, by a Change Order. Unless the above notice and appropriate requests are filed with City of Scappoose pursuant to this Article within twenty-four (24) hours after commencement of the delay, or such other times as may be prescribed herein, no extension of time will be made or additional compensation allowed. In the case of a continuing cause of delay, only one request is necessary. If City of Scappoose determines that the facts do not justify an extension of time or additional compensation, such request will be denied. City of Scappoose's findings of fact for either determination will be delivered to Contractor in writing. Contractor agrees that any extension of time and/or additional compensation granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above.
- D. Unusually severe weather delays shall apply only if they affect particular portions of the Work and operations of the Contractor, as determined by City of Scappoose. The effects of weather less severe than the norm based on the criteria stated in Paragraph A, may be taken into account in granting time extensions.
- E. An extension of time will not be granted for a delay caused by a shortage of Materials, except City of Scappoose- furnished Materials, unless the Contractor furnishes to City of Scappoose documented proof that it has made every effort to obtain such Materials from every known source within reasonable reach of the Work Site. The Contractor shall also submit proof, in the form of network analysis data, that the inability to obtain such Materials when originally planned, did in fact cause a delay in completion of any Contract milestone which could not be compensated for by revising the sequence of operations. Only the physical shortage of Materials will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that Materials could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of City of Scappoose that such Materials could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities and that such fact could not have been known or anticipated at the time the Contract was entered into.
- F. No extension of time will be granted under this Article for any delay to the extent: (1) that performance would have been delayed by any Contractor induced causes including but not limited to the fault or negligence of the Contractor or its subcontractors; or (2) for which remedies are provided or excluded by any other provision of the Contract. Only the actual delay necessarily resulting from the causes specified in this Article shall be grounds for extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this Article, the Contractor shall not be entitled to a separate extension for each one of the causes but only one period of extension will be granted for the delay.
- G. An extension of time granted shall not release the Contractor's surety from its obligations. Work shall continue and be carried on in accordance with all the provisions of the Contract and said Contract shall be and shall remain in full force and effect during the continuance and until Contract Closeout has been completed and accepted by City of Scappoose. Permitting the Contractor to finish the Work or any part thereof after the time fixed for completion or after the date to which the time for completion may have been extended or the making of payments to the Contractor after any such periods shall not constitute a waiver on the part of City of Scappoose of any rights under this Contract.
- H. Neither the granting of an extension of time beyond the date fixed for the completion of any part of the Work, nor the performance and acceptance of any part of the Work or Materials specified by the Contract after the time specified for the completion of the Work, shall be deemed to be a waiver by City of Scappoose of City of Scappoose's right to abrogate this Contract for abandonment or failure to complete within the time specified or to impose and deduct damages as may be provided.

### **00805 Suspension of Work**

- A. City of Scappoose may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work of this Contract for the period of time that City of Scappoose determines appropriate for its own convenience.
- B. If the performance of all or part of the Work is suspended, delayed, or interrupted for an unreasonable period of time:
  - (1) by an act of City of Scappoose in the administration of this Contract, if not attributable to actions, inactions or defaults of the Contractor; or
  - (2) by City of Scappoose's failure to act within the time specified in this Contract (or within a reasonable time if not specified),

an adjustment will be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified by issuance of a Change Order. However, no adjustment shall be made under this Article for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

### **00806 Maintenance During Suspension**

In preparation for and during suspensions of Work, Contractor shall take every reasonable precaution to prevent damage to or deterioration of the Work. Contractor shall repair or replace at no cost to City of Scappoose Work that is damaged or deteriorated during a Work suspension due to Contractor's failure to comply with this Paragraph. If City of Scappoose finds that Contractor is not taking a reasonable precaution and Contractor fails to take the precaution within forty-eight (48) hours after written notice from City of Scappoose, City of Scappoose may cause the precaution to be taken and recover the reasonable costs of taking the precaution from Contractor.

### **00807 Use of Completed Portions of the Work**

- A. Whenever, as determined by City of Scappoose, any portion of the Work performed by Contractor is in a condition suitable for use, and the best interests of City of Scappoose requires such use, City of Scappoose may take possession of or use such portion of the Work. Such use by City of Scappoose shall in no case be construed as Final Acceptance, and shall neither relieve the Contractor of any of its responsibilities under the Contract, nor act as a waiver by City of Scappoose of any of the conditions thereof. The Contractor shall not be liable for the cost of repairs, rework, or renewals that may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of the Work, the Contractor shall notify City of Scappoose in writing as required by the Contract and shall be entitled to such additional compensation or extension of time, or both, as determined in accordance with Article 00406, Changes in the Work. Any disputes regarding such entitlement shall be resolved in accordance with the provisions of Article 00511 Disputes.
- B. If in the course of such use the Work proves to not be in compliance with the Contract, City of Scappoose shall have the right to continue such use until such portion of the Work can, without injury to City of Scappoose, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory Materials, as necessary for such portions of the Work to comply with the Contract. The Contractor shall be given the opportunity to make the repairs within twenty-four (24) months.
- C. The Contractor shall not use any permanently incorporated Materials unless City of Scappoose approves such use in writing. Where Contractor's request is granted for the use of certain Materials, the Contractor shall properly use and maintain, and upon completion of its use, and at its own expense, recondition such Materials to the satisfaction of City of Scappoose.



#### **00808 Prime Contractor Participation**

- A. The Contractor shall perform a minimum percentage of the Work, on the Work Site, with its own organization. This percentage is set forth in the Special Provisions. Items designated as "Specialty Items" in the Special Provisions, if subcontracted, will be deducted from the original Contract price before computing the amount of Work required to be performed by the Contractor's own organization.
- B. The phrase "Contractor's own organization" as used in this Article includes only workers employed and paid directly by the Contractor, equipment owned or rented by the Contractor, and incidental rental of operated equipment.
- C. Only pay items of the Contract shall be used in computing the total amount of construction work done at the Work Site. If an entire pay item is subcontracted, the amount of Work subcontracted will be the total amount proposed for the pay item.
- D. If a portion of a pay item is subcontracted, the amount of Work subcontracted will be determined by multiplying the estimated percentage of the pay item subcontracted by the total amount proposed for the pay item, determined from information submitted by the Contractor and subject to City of Scappoose's approval.

#### **00809 Subcontractors and Suppliers**

- A. No subcontract shall relieve Contractor of any of Contractor's obligations or liabilities under the Contract. Contractor shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them, their guests and invitees. The Contractor shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between them.
- B. Nothing contained in this Contract shall be deemed to create a contractual relationship between any subcontractor or supplier and City of Scappoose.

#### **00810 Identification and Approval of Subcontractors**

- A. Within ten (10) days after awarding a subcontract at any tier, Contractor shall submit to City of Scappoose a list of all proposed subcontractors, including those previously identified in the proposal documents as DBEs. The list shall identify the name of each subcontractor, whether the subcontractor is a Disadvantaged Business Enterprise, and the portion of the Work to be performed by each subcontractor. The information submitted by Contractor shall be sufficient to allow City of Scappoose to determine the percentage of Work subcontracted for purposes of Article 00808 Prime Contractor Participation.
- B. If following award of the Contract, Contractor proposes to subcontract a portion of the Work not identified with the submission of the proposal, Contractor shall obtain City of Scappoose's approval prior to entering into the subcontract by following the procedure in Article 00812, Substitution of Subcontractors.
- C. A subcontractor may be rejected by City of Scappoose if it has breached a contractual obligation or has failed to substantially perform a contractual obligation regardless of whether that failure was formally designated a breach of contract by the contracting agency. Failure to complete performance of an obligation on time, including, but not limited to failure to meet a contract milestone date on a prior City of Scappoose contract, shall be deemed a failure to substantially perform that obligation.

#### **00811 Subcontract Provisions**

Contractor shall include in each subcontract, and require each subcontractor to include in any lower tier subcontracts, any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and

subcontractors to enable them to properly perform their work.

#### **00812 Substitution of Subcontractors**

Contractor shall request in writing City of Scappoose's written approval before replacing a subcontractor. The request shall contain the information required in Article 00810, Identification and Approval of Subcontractors. If Contractor wishes to replace a DBE subcontractor, Contractor shall use good faith efforts to substitute another qualified DBE subcontractor. Substitute subcontractors will be evaluated in the same manner as subcontractors identified in the proposal.

#### **00813 Termination in the Public Interest**

- A. City of Scappoose may terminate performance of work under this Contract in whole, or from time to time in part, if City of Scappoose determines that a termination is in the public interest. City of Scappoose shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by City of Scappoose, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting any amounts due under this clause:
  - (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to finally complete the continued portion of the Contract.
  - (3) Terminate all subcontracts or orders to the extent they relate to the work terminated.
  - (4) Assign to City of Scappoose, as directed by City of Scappoose, all right, title and interest of the Contractor under the subcontract so terminated, in which case City of Scappoose shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by City of Scappoose, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontract; the approval or ratification will be final for purposes of this clause.
  - (6) As directed by City of Scappoose, transfer title and deliver to City of Scappoose (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information and other property that, if the Contract had been finally completed, would be required to be furnished to City of Scappoose.
  - (7) Finally complete performance of the work not terminated.
  - (8) Take any action that may be necessary, or that City of Scappoose may direct, for the protection and preservation of the property related to this Contract that is in possession of the Contractor and in which City of Scappoose has or may acquire an interest.
  - (9) Use its best efforts to sell, as directed or authorized by City of Scappoose, any property of the types referred to in sub-paragraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, City of Scappoose. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by City of Scappoose under this Contract, credited to the price or cost of the work, or paid in any other manner directed by City of Scappoose.
- C. After expiration of the plant clearance period as defined in subpart 45.6 of the Federal Acquisition

Regulations, the Contractor may submit to City of Scappoose a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by City of Scappoose.

The Contractor may request City of Scappoose to remove those items or enter into an agreement for their storage. Within fifteen (15) days, City of Scappoose will accept title to those items and remove them or enter into a storage agreement. City of Scappoose may verify the list upon removal of the items, or if stored, within forty-five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

- D. After termination, the Contractor shall submit a final termination settlement proposal to City of Scappoose in the form and with the certification prescribed by City of Scappoose. The Contractor shall submit the proposal promptly, but no later than one (1) year from the effective date of termination, unless extended in writing by City of Scappoose upon written request of the Contractor within this one (1)-year period. However, if City of Scappoose determines that the facts justify it, a termination settlement proposal may be received and acted on after one (1) year or any extension. If the Contractor fails to submit the proposal within the time allowed, City of Scappoose may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- E. Subject to paragraph D above, the Contractor and City of Scappoose may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph E or paragraph F below, exclusive of costs shown in subparagraph F(2) below, may not exceed the total Contract price as reduced by (1) the amount of payments previously made and (2) the Contract price of work not terminated. The Contract shall be amended, and the Contractor paid the agreed amount. Paragraph F below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- F. If the Contractor and City of Scappoose fail to agree on the whole amount to be paid the Contractor because of the termination of work, City of Scappoose shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph E above:
  - (1) For contract work performed before the effective date of termination, the total (without duplication of any items) of-
    - (a) The cost of this work;
    - (b) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision (a) above; and
    - (c) A sum, as profit on (a) above, determined by City of Scappoose under subpart 49.202 of the Federal Acquisition Regulations in effect on the date of this Contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire Contract had it been finally completed, City of Scappoose shall allow no profit under this subdivision (c) and shall reduce the settlement to reflect the indicated rate of loss.
  - (2) The reasonable costs of settlement of the work terminated, including:
    - (a) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - (b) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
    - (c) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- G. Except for normal spoilage, and except to the extent that City of Scappoose expressly assumed the

risk of loss, City of Scappoose shall exclude from the amounts payable to the Contractor under paragraph F above, the fair value, as determined by City of Scappoose of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to City of Scappoose or to a buyer.

- H. The cost principles and procedures of part 31 of the Federal Acquisition Regulations in effect on the date of this Contract, shall govern all costs claimed, agreed to, or determined under this clause.
- I. The Contractor shall have the right to appeal any determination made by City of Scappoose under paragraph D, F, or K under the Disputes clause of this Contract, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph D or K, and failed to obtain a time extension, there is no right of appeal. If City of Scappoose has made a determination of the amount due under paragraph D, F, or K, City of Scappoose shall pay the Contractor (1) the amount determined by City of Scappoose if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- J. In arriving at the amount due the Contractor under this clause, there shall be deducted:
  - (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
  - (2) Any claim which City of Scappoose has against the Contractor under this Contract; and
  - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to City of Scappoose.
- K. If the termination is partial, the Contractor may file a proposal with City of Scappoose for an equitable adjustment of the price(s) of the continued portion of the Contract. City of Scappoose shall make any equitable adjustment agreed upon. In the absence of agreement, City of Scappoose shall make any equitable adjustment it deems appropriate under the circumstances. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by City of Scappoose.
- L. City of Scappoose may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if City of Scappoose believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
  - (1) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to City of Scappoose upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 60 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by City of Scappoose because of the circumstances.
- M. Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to City of Scappoose, at the Contractor's office, at all reasonable times, without any direct charge. If approved by City of Scappoose, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### **00814 Termination for Default**

- A. City of Scappoose may terminate this Contract for default by the Contractor. The Contractor is in default if:
- (1) The Contractor is in material breach of any provision of this Contract;
  - (2) The Contractor abandons the Contract;
  - (3) To the extent permitted by the United States Bankruptcy Code, Contractor becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt, is subject to appointment of a receiver who is not discharged within forty- five (45) days after appointment, is subject to the filing of an involuntary petition in bankruptcy which is not dismissed within thirty (30) days after filing, or Contractor's interest in this Contract becomes subject to attachment or levy of execution which is not discharged or released within ten (10) days following same;
  - (4) Contractor becomes a corporation in dissolution, or voluntarily or involuntarily forfeits its corporate charter;
  - (5) Contractor fails to abide by any applicable laws, ordinances or regulations including those of the United States, State of Oregon, any local jurisdiction having authority over the Work Site or City of Scappoose, and such failure continues for a period of ten (10) days after receipt by Contractor of written notice of such failure; or
  - (6) Contractor repeatedly fails to make prompt payment to subcontractors or for Material or labor.
- B. In addition to its right to terminate the Contract for the reasons set forth in paragraph A of this Article, if the Contractor refuses or fails to prosecute the Work or any separable part with the diligence that will insure its completion within the time specified in this Contract including any extension, City of Scappoose may, by written notice to the Contractor, terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed. In this event, City of Scappoose may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the Work Site necessary for completing the Work. The Contractor and its sureties shall be liable for any damage to City of Scappoose resulting from the Contractor's refusal or failure to complete the Work within the specified time, or for liquidated damages for delay, as fixed in the Contract, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by City of Scappoose in completing the Work.
- C. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued In the Public Interest.
- D. The rights and remedies of City of Scappoose in this Article are in addition to any other rights and remedies provided by law or under this Contract.

#### **END OF SECTION 00800 – PROSECUTION AND PROGRESS**

## 00900 PAYMENT

### 00901 Payment Procedures

- A. City of Scappoose shall pay to Contractor, at the times and in the manner hereinafter provided, the amount set forth in the Proposal Schedule for the Work satisfactorily performed, contingent upon Contractor's satisfactory compliance with the terms and conditions of the Contract. Contractor agrees to accept that amount as full and final payment for all labor, materials, supplies, equipment, overhead, profit, taxes, duties, and charges of whatever nature incurred by Contractor in performing its obligations under the Contract.
- B. Unless otherwise specified in the Special Provisions or Specifications, within thirty (30) days after receipt of City of Scappoose's Notice to Proceed, and prior to submission of Contractor's first invoice, Contractor shall submit to City of Scappoose a supplementary Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as City of Scappoose may require. When accepted by City of Scappoose, the supplementary Schedule of Values shall be the basis for determining the amount of each progress payment.
- C. Contractor shall submit monthly invoices, using an invoice template in Excel that will be provided by City of Scappoose, setting forth the percentage of Work, or units of Work where applicable, completed during the month and the amount due for such Work based upon the supplementary Schedule of Values submitted in accordance with paragraph B of this Article.
- D. Contractor shall not request payment from City of Scappoose of any amount that the Contractor has withheld or retained from subcontractors or suppliers in accordance with ORS 279C.590 (6) until such time that Contractor has determined and certified to City of Scappoose that the subcontractor is entitled to the payment of such amount.
- E. Invoices shall be submitted in triplicate and shall include a cover summary sheet provided by City of Scappoose. The invoices shall be accompanied by at least two sets of detailed back-up information. The form and content of invoices are subject to review and approval by City of Scappoose. All of Contractor's invoices shall be sent directly to the attention of the Resident Engineer and shall contain a reference to the Contract Number. City of Scappoose's Resident Engineer will be responsible for forwarding the invoice that is approved for payment to City of Scappoose's Finance Department.
- F. City of Scappoose shall pay the approved invoice, less five percent (5%) for retainage, except as provided under 00903, Reduction of Retainage, within thirty (30) days after its receipt by City of Scappoose. All retainage shall be held by City of Scappoose until the time for final payment and City of Scappoose's receipt of Consent of Surety.
- G. In instances when an invoice is filled out incorrectly, or when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, City of Scappoose shall notify the Contractor in writing, within fifteen (15) days of City of Scappoose's receipt of such invoice, stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by the Contractor within seven (7) days of being notified by City of Scappoose, shall not cause a payment to be made later than specified in this section unless interest is also paid.
- H. Contractor warrants that (1) title to all Materials furnished by Contractor or incorporated into the Work by Contractor and covered by the progress payment shall pass to City of Scappoose at the time Contractor receives the progress payment; (2) all Materials are free and clear of all liens, claims, security interests, or encumbrances; and (3) no Materials have been acquired by Contractor, or by any other person performing Work at the Work Site or furnishing Materials for the Work under this Contract, that are subject to an agreement under which an interest in, or encumbrance on, the Materials or equipment is retained by the seller or otherwise imposed. Notwithstanding the provisions of this paragraph, the risk of loss of all Materials incorporated in the Work shall remain with Contractor until Final Completion and Final Acceptance by City of Scappoose.

- I. No approval for payment, nor any payment, nor any partial or entire use or occupancy of any portion of the Work by City of Scappoose, shall constitute an acceptance of any Work that is not in accordance with the Contract.

**00902 Retainage (not used)**

**00903 Reduction of Retainage (not used)**

**00904 Withholding of Payments by City of Scappoose**

- A. City of Scappoose may withhold all or part of a payment to the extent deemed necessary to protect City of Scappoose from loss because of:
  - (1) Defective work not remedied;
  - (2) Third party claims filed, or evidence reasonably indicating that a third party claim will be filed;
  - (3) Failure of Contractor to make payments properly to subcontractors, or for labor, Materials, or equipment;
  - (4) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract sum;
  - (5) Damage to City of Scappoose or another contractor;
  - (6) Contractor's failure to carry out the Work in accordance with the Contract;
  - (7) Contractor's failure to comply with any material provision or requirement of the Contract;
  - (8) Contractor's failure to pay the deductible portion of any insured claim filed by third parties against the Contractor.
  - (9) Contractor's failure to provide the required progress schedules and record drawings in accordance with the Contract;
  - (10) Any sums expended by City of Scappoose in performing any of the Contractor's Work under the Contract which the Contractor has failed to perform; or
  - (11) Liquidated damages.

**00905 Progress Payments to Subcontractors**

- A. The Contractor shall comply with the provisions of ORS 279C.580 relating to Contractor's relations with subcontractors.
- B. Contractor shall include in each subcontract for property or services entered into by the Contractor and a subcontractor, including a Materials supplier, for purposes of performing the Work under this Contract:
  - (1) A payment clause that obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by City of Scappoose under this Contract; and
  - (2) An interest penalty clause that obligates Contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with subparagraph B(1) of this Article, as follows:
    - (a) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

- (b) Computed at the rate specified in ORS 279C.515(2).
- (3) A clause requiring each subcontractor to include both a payment clause and an interest penalty clause conforming to the standards of subparagraphs 2(a) and (b) of this Article in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with lower tier subcontractors and suppliers.
- C. A dispute between the Contractor and a subcontractor relating to the subcontractor's entitlement to a payment or the amount thereof, or a late payment interest penalty under a clause included in a subcontract pursuant to Paragraph B of this Article, does not constitute a dispute to which City of Scappoose is a party. City of Scappoose shall not be included as a party in any administrative or judicial proceeding involving such a dispute.
- D. The Contractor's obligation to pay a late payment interest penalty to a subcontractor under a clause included in a subcontract pursuant to Paragraph B of this Article shall not be an obligation of City of Scappoose for such late payment interest penalty. A cost reimbursement claim shall not include any amount for reimbursement of such late payment interest penalty.
- E. If Contractor withholds or retains payment from a subcontractor pursuant to ORS 279C.580 (6), Contractor shall furnish City of Scappoose with a copy of the notice given to the subcontractor or supplier in compliance with ORS 279C.580(8) specifying:
  - (1) The amount to be withheld;
  - (2) The specific causes for the withholding under the terms of the subcontract; and
  - (3) The remedial actions to be taken by the subcontractor or supplier in order to receive payment of the amounts withheld.
- F. If Contractor has made application for payment to City of Scappoose and subsequently withholds or retains payments from a subcontractor under the circumstances described in ORS 279C.580(6), Contractor shall be obligated to pay interest to City of Scappoose in accordance with the provisions of ORS 279C.580(6).
- G. City of Scappoose may, upon request and at its discretion, furnish to any subcontractor information regarding the percentages of completion or the amounts applied for by Contractor and the action taken on the application by City of Scappoose on account of work done by the subcontractor.

**00906 Interest on Overdue Payments**

- A. Interest shall be paid automatically when payments become overdue. Payments are due thirty (30) days following receipt of an invoice from Contractor or fifteen (15) days following approval of an invoice by City of Scappoose, whichever is the earlier date. Interest will accrue at the rate of one and one-half percent per month, or such other rate as may be provided by law, on the progress payment, not including retainage, due the Contractor. Interest payments shall accompany the net amount due Contractor on the invoice. Contractor is not required to petition, invoice, bill or wait additional days to receive interest due [ORS 279C.570(2) and (3)].
- B. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between City of Scappoose and the Contractor. Whenever a Contractor brings formal administrative or judicial action to collect interest due under the provisions of ORS 279C.570, the prevailing party shall be entitled to costs and reasonable attorney fees. [ORS 279C.570(6)]

**00907 Payment for Mobilization and Preparatory Work**

If the Proposal Schedule for this Contract contains a pay item for mobilization and preparatory work, payment for this pay item will be made at the lump sum price stated in the Proposal Schedule and in accordance with the terms of payment for that pay item. Mobilization costs shall not exceed three percent (3%) of the Contract price. If payment terms are not specifically provided for this pay item, progress payments for mobilization and preparatory work will be made as follows:



- A. When five percent (5%) of the Contract amount for construction is earned from other pay items, exclusive of payments made in accordance with 00908, Payment for Materials Prior to Installation, fifty percent (50%) of the pay item for mobilization and preparatory work shall be included for payment.
- B. When ten percent (10%) of the Contract amount for construction is earned from other pay items, exclusive of payments made in accordance with Article 00908, Payment for Materials Prior to Installation, the balance of the pay item for mobilization and preparatory work shall be included for payment.

**00908 Payment for Materials Prior to Installation**

City of Scappoose may, at its discretion, authorize payment for Materials not yet incorporated into the Work, whether or not delivered to the Work Site, subject to the following conditions:

- A. In accordance with Article 00901 (b), Payment Procedures, as part of the supplementary Schedule of Values, Contractor shall submit to City of Scappoose a list of all Materials for which Contractor will request payment under this Article. City of Scappoose will review the list and notify the Contractor in writing of those items for which payment under this Article will be authorized. City of Scappoose will not authorize prepayment of undeliverable materials.
- B. Materials must be delivered to the Work Site, or delivered to Contractor, and promptly stored by Contractor in a warehouse, storage yard, or similar suitable place within ten (10) miles of the Work Site, or a greater distance approved by City of Scappoose. City of Scappoose shall at all times have access to such Materials and storage locations. If the Materials are stored off the Work Site, the Contractor shall provide documentation of City of Scappoose's right of access to the Materials in a form satisfactory to City of Scappoose. Before any payment is made for the Materials, Contractor shall furnish to City of Scappoose evidence of ownership and properly executed bills of sale warranting that the Materials are free from all liens, security interests, and other encumbrances.
- C. Contractor shall ensure the security of the Materials, shall be strictly liable to City of Scappoose for any damage to them, and shall replace damaged Materials without cost to City of Scappoose.

**00909 Payment for Changes**

- A. Subject to Section 00406, Changes in the Work, if any post-award change in this Contract results in a change in the quantity of Work from that specified in the Contract, the change in Contract compensation shall be paid in accordance with the Change Order.
- B. In the event that a change in compensation is not determined by Lump sum, unit pricing or by agreement as set forth in this Article, the change in compensation shall be determined according to Article 00910, Cost Reimbursable (Force Account) Work. In any event, the terms of Article 00910 shall be complied with in relation to markups and their application.
- C. Nothing in this Article shall be deemed to require a change in Contract compensation when additional, extra, or changed work is the result of an estimating, contracting or engineering error by Contractor.
- D. In no event shall Contractor be entitled to compensation for loss of anticipated profits or for consequential damages, resulting from changes made in accordance with Article 00406, Changes in the Work.

**00910 Cost Reimbursable (Force Account) Work**

A. General

- (1) When Work on changes is ordered by City of Scappoose to be performed on a cost reimbursable

basis, Work so performed and accepted shall be paid for in the manner set forth in this Article. The Materials, Equipment and Direct Labor rates established in this Article apply only to Cost Reimbursable Work ordered by City of Scappoose and do not apply to any other Work performed under the Contract.

(2) The percentage Allowances made to the Contractor and Subcontractors in accordance with the terms outlined in this Article constitute full compensation for all overhead and profit, and all other costs not specifically designated in this Article and/or elsewhere in the Contract Documents as items for which payment is to be made.

(3) Cost Reimbursable Invoices:

- (a) Contractor shall submit time charged to cost reimbursable Work to City of Scappoose for verification on a daily basis. Such time sheets shall be submitted in duplicate by noon of the Workday following the day on which the Work was performed. One copy will be returned to Contractor; City of Scappoose will retain the other. Contractor shall submit evidence of City of Scappoose's verification of time sheets with its invoice.
- (b) Invoices for cost reimbursable Work shall show in payroll form the dates, names, hours worked each day, rates of pay, and amounts paid for each individual employed on such Work, and must give in detail the nature of the Work performed by each employee.
- (c) Invoices for materials must be fully itemized showing dates of delivery, quantities, unit prices, amounts, freight and discounts, and must be accompanied by vendor invoices covering each item.
- (d) Invoices for equipment rental must be fully itemized showing a complete description including size and capacity of equipment, the number of hours operated each day, the rental rates and amounts for each individual piece of equipment used on such Work, and any discount allowed.
- (e) Invoices for cost reimbursable Work shall be prepared and submitted in accordance with Article 00901, Payment Procedures. All invoices, payrolls, and other forms of requests for payment of cost reimbursable Work shall be submitted in triplicate, with the progress payment request. Payment request shall state the Contract number and the cost reimbursable Work order or Change Order number under which the Work was performed.
- (f) Failure to present requests in proper form within sixty (60) days after the close of the month in which the cost reimbursable Work was performed shall constitute a waiver by Contractor of its right to present such claim thereafter or to receive payment therefore.

#### B. Contractor Self-Performed Work

When Force Account Work is performed by the Contractor's organization, payment shall be made in accordance with the following provisions:

(1) Direct Labor

- (a) For all labor directly engaged in the specific change, Contractor shall receive the actual wages paid on the project for each hour that the labor is actually engaged in Work.
- (b) For all labor directly engaged in the specific change, Contractor shall receive the actual cost of the accident and unemployment compensation premiums, the actual cost of payroll transit district taxes and social security taxes, and the actual cost of any health, welfare, pension, or collective bargaining agreement benefits paid, computed on the base rate for the class of Work involved for the actual amount of the payroll.
- (c) No overtime premium will be paid, unless City of Scappoose has given prior authorization, and then only the premium portion of the overtime will be paid, with no additional benefits or overhead.

(d) Contractor will be permitted to apply an Allowance on Direct Labor for the Work that it self-performs, in an amount that shall not exceed 20 percent of the Direct Labor costs. This Allowance is inclusive of any Design Fee or Construction Fee.

(2) Materials

For all materials and prices approved by City of Scappoose prior to placement of any order and used in the specific Work, Contractor shall receive the actual cost of materials, including freight charges, as shown by the original receipted bills for materials and freight, less any discount allowed by the supplier. Contractor shall be permitted to apply an Allowance on Materials in an amount that shall not exceed 5 percent of the Material costs.

(3) Equipment

(a) Contractor Owned or Leased Equipment

Payment for the use and operation of equipment owned or leased by Contractor shall be made for all construction and automotive equipment required in the performance of the change. Such charges shall not include charges for any item of equipment or tool with a new cost of one thousand dollars (\$1,000.00) or less each.

For equipment owned or leased by the Contractor, the use and operation rates shall be as set forth in the latest edition of the Rental Rate Blue Book for Construction Equipment (Blue Book), published by Dataquest, Inc., San Jose, CA, which is in effect at the time of commencement of the changed Work. Those rates shall be applied as follows:

(i) Rental for the equipment shall be computed and charged as follows: The monthly base rate for the equipment shall be multiplied by the rate adjustment factor and the resulting product divided by one hundred seventy-six (176) hours/month to yield the hourly rental rate.

$$\text{Hourly Rental Rate} = \frac{\text{Monthly Rental Rate} \times \text{Rate Adjustment Factor}}{176 \text{ Hours/Month}}$$

The hourly rental rate for the equipment is multiplied by the actual number of hours the equipment is used in the conduct of the changed Work.

(ii) The application of weekly, daily, or hourly rates as set forth in the Blue Book is hereby excluded.

(iii) The application of regional adjustment factors is hereby excluded.

(iv) Normal Working conditions will be assumed unless otherwise approved by City of Scappoose.

(v) Use of the equipment for second or third shifts shall be at fifty (50) percent of the first shift rate established in (1) above.

(vi) Unless otherwise agreed, the costs of fuel, lubricants, tires and other expendables, repair parts, service and maintenance shall be charged at the Estimated Operating Cost/Hr. set forth in the Blue Book.

(vii) Operators will be paid for as direct labor under GP00910 B(1), above.

(viii) Transportation costs to and from the Work Site for equipment shipped in specifically to perform changed Work, if approved in advance by City of Scappoose, will be paid separately. No payment for transportation costs will be made if the equipment brought to the Work Site for changed Work is also used on Contract Work items.

(ix) Equipment standby time, if approved by City of Scappoose, will be paid for at 40 percent of the applicable rental rate, up to a maximum of 8 hours per regular workday.

- (x) If a rate is not published in the Blue Book, the Contractor shall furnish appropriate cost information to City of Scappoose to allow calculation of an appropriate rate following the principles established in the Blue Book.
- (xi) All equipment rates as set forth above shall be established in writing before commencing any changed Work.
- (xii) Contractor will be permitted to apply an Allowance on Contractor owned or leased Equipment, in an amount that shall not exceed 20 percent of the amount to be paid by City of Scappoose pursuant to this Article.

(b) Outside Rental Equipment

If Contractor owned or leased equipment is not available and equipment is rented from an Outside Source, which is a source where rental rates are based upon established catalog or market prices, and equipment is made commercially available to the general public trained in the equipment's use, payment will be made, at Contractor's discretion, in one of the following manners:

(i) on the basis of actual invoiced cost, less any discount allowed by the renting source. Use of outside rental equipment at rates higher than the applicable Blue Book rate, as computed pursuant to GP00910(B)(3)(a), above, will not be allowed unless approved in writing in advance by City of Scappoose. If outside rental equipment is dedicated solely to the Force Account Work, Contractor will be permitted to apply an Allowance on outside rental equipment in an amount not to exceed 5 percent of the amount to be paid by City of Scappoose pursuant to this paragraph.

Or

(ii) on the basis set forth in GP00910(B)(3)(a), above, for actual hours the equipment is used on the Force Account Work. Contractor will be permitted to apply an Allowance on outside rental equipment in an amount that shall not exceed 20 percent of the amount to be paid by City of Scappoose pursuant to this paragraph.

C. Subcontract and Outside Special Services

(1) If City of Scappoose and Contractor agree that a certain item of Work or service under Force Account Work cannot be adequately performed by Contractor's organization, such Work or service may be performed by a Subcontractor or outside specialist. Where the Force Account Work necessitates fabrication or machining Work by Contractor away from the Work Site, charges for such Work may, by prior written agreement between City of Scappoose and Contractor, be accepted as a specialist billing. Costs for Work performed by Subcontractors shall be computed in the same way as if the Contractor did the Work.

(2) Markups-Percentage Allowances for Subcontracted Force Account Work (Applies to Force Account and forward priced Change Orders)

(a) Direct Labor

(i) For all labor directly engaged in the specific change, the Subcontractor shall receive the actual wages paid on the project for each hour that the labor is actually engaged in Work.

(ii) For all labor directly engaged in the specific change, the Subcontractor shall receive the actual cost of the accident and unemployment compensation premiums, the actual cost of payroll transit district taxes and social security taxes, and the actual cost of any health, welfare, pension, or collective bargaining agreement benefits paid, computed on the base rate for the class of Work involved for the actual amount of the payroll.

(iii) No overtime premium will be paid, unless City of Scappoose has given prior authorization, and then only the premium portion of the overtime will be paid, with no additional benefits or overhead.

(iv) Subcontractor will be permitted to apply an Allowance on Direct Labor for the Work that it performs, in an amount that shall not exceed 15 percent of the Direct Labor costs. This mark-up is inclusive of any Design Fee or Construction Fee.

(b) Materials

For all materials and prices approved by City of Scappoose prior to placement of any order and used in the specific Work, Subcontractor shall receive the actual cost of materials, including freight charges, as shown by the original receipted bills for materials and freight, less any discount allowed by the supplier. Subcontractor shall be permitted to apply an Allowance on Materials in an amount that shall not exceed 5 percent of the Material costs.

(c) Equipment

(i) Subcontractor Owned or Leased Equipment

Payment for the use and operation of equipment owned or leased by Subcontractor shall be made in the manner described in 00910(B)(3)(a), above, except that Subcontractor shall be permitted to apply an Allowance on owned or leased Equipment, in an amount that shall not exceed 15 percent of the amount to be paid by City of Scappoose pursuant to this paragraph.

(ii) Outside Rental Equipment

If Contractor owned or leased equipment is not available and equipment is rented from an outside source, which is a source where rental rates are based upon established catalog or market prices, and equipment is made commercially available to the general public trained in the equipment's use, payment will be made, at Subcontractor's discretion, in one of the following manners:

(i) on the basis of actual invoiced cost, less any discount allowed by the renting source. Use of outside rental equipment at rates higher than the applicable Blue Book rate, as computed pursuant to GP00910(B)(3)(a), above, will not be allowed unless approved in writing in advance by City of Scappoose. If outside rental equipment is dedicated solely to the Force Account Work, Subcontractor will be permitted to apply an Allowance on outside rental equipment in an amount not to exceed 5 percent of the amount to be paid by City of Scappoose pursuant to this paragraph.

Or

(ii) on the basis set forth in GP00910(a)(3)(a), above, for actual hours the equipment is used on the Force Account Work. Subcontractor will be permitted to apply an Allowance on outside rental equipment in an amount that shall not exceed 15 percent of the amount to be paid by City of Scappoose pursuant to this paragraph.

(3) Contractor Markup on Subcontractor Invoices

(a) In addition to the Allowances for Subcontractor performed Work described in GP00910(B)(2), Contractor will be allowed to apply an Allowance to the cost of the Work performed by lower tier Subcontractors. This Allowance shall not exceed 5 percent and is inclusive of any Design Fee or Construction Fee. In no event shall the total cost of the Allowance at all tiers, including Contractor level, exceed 30 percent of the total direct cost of the Work.

(b) The apportionment and distribution of the Allowance markup between Contractor and Subcontractors shall be the sole prerogative and responsibility of the Contractor to negotiate and resolve with its Subcontractors, in accordance with the provisions herein.

(c) The following Allowance markup calculations illustrate the operation of this provision, and define the maximum allowable Allowance percentage on direct cost at various tiers:

(i) For Work performed by the Contractor, total maximum Allowance markup percent is:

Direct Labor- 20%  
Equipment – 20%  
Materials – 5%

(ii) For Work performed by a first-tier Subcontractor, total maximum Allowance markup percentage is:

Direct Labor -  $[1.15 \times 1.05] - 1.00 = 0.2075$ , or 20.75%  
Equipment –  $[1.15 \times 1.05] - 1.00 = 0.2075$  or 20.75%  
Materials –  $[1.05 \times 1.05] - 1.00 = 0.1025$  or 10.25%

(iii) For Work performed by a second-tier Subcontractor, total maximum Allowance markup percentage is:

Direct Labor -  $[1.15 \times 1.05 \times 1.05] - 1.00 = 0.26788$ , or 26.788%  
Equipment -  $[1.15 \times 1.05 \times 1.05] - 1.00 = 0.26788$ , or 26.788%  
Materials –  $[1.05 \times 1.05 \times 1.05] - 1.00 = 0.15763$  or 15.763%

(iv) For Work performed by a third - or lower-tier Subcontractor, total maximum Allowance markup percentage for Direct Labor and Equipment is 30%. Total maximum Allowance markup percentage for Materials is 21.551% ( $[1.05 \times 1.05 \times 1.05 \times 1.05] - 1.00 = 0.21551$  or 21.551%).

#### (D) Definitions

(1) For the purposes of GP00910, "Direct Cost" and "Allowance" are defined as follows:

(a) "Allowance": The term "Allowance" shall mean all costs other than Direct Costs, including but not limited to overhead (overhead includes, but is not limited to, all supervisory and managerial employees above foreman level, whether or not directly engaged in the specific change). When Contractor performs Force Account Work, Contractor shall be entitled to its Direct Costs plus the percentage Allowance specified in this Article. No other reimbursement, compensation or payment will be made.

(b) "Direct Cost" shall mean those "Direct Labor," "Material" and "Equipment" costs that are described in this Article and are directly related to the specific Cost Reimbursable Work.

#### **00911 Final Completion, Contract Closeout and Final Payment**

- A. Whenever the Contractor deems its Construction Work obligations under the Contract have been fulfilled, the Contractor shall notify City of Scappoose in writing. Upon receipt of Contractor's notice, City of Scappoose shall inspect the Construction Work and within fifteen (15) days after receiving Contractor's notice either finally accept the Construction Work or notify the Contractor in writing of Construction Work yet to be performed on the Contract. Upon receipt of City of Scappoose's written Final Acceptance of the Construction Work, Contractor shall invoice City of Scappoose for any amounts due under the Contract up through that time. City of Scappoose shall pay Contractor within thirty (30) days after receipt of the approved invoice.
- B. Whenever the Contractor deems that all of its obligations under the Contract have been fulfilled, the Contractor shall notify City of Scappoose in writing. Upon receipt of Contractor's notice, City of Scappoose shall inspect the Work and within fifteen (15) days after receiving Contractor's notice either issue a Certificate of Contract Closeout or notify the Contractor in writing of Work yet to be performed on the Contract. Upon receipt of City of Scappoose's written Certificate of Contract Closeout of the Work, Contractor shall submit an invoice to City of Scappoose for final payment of any amounts due under the Contract, including retainage. City of Scappoose shall pay Contractor within thirty (30) days after issuing the Certificate of Contract Closeout.

- C. Neither the final payment nor any remaining retained percentage shall become due until Contractor submits to City of Scappoose (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, (b) consent of surety, if any, to final payment, and (c) if required by City of Scappoose, other data establishing payment or satisfaction of all obligations, such as receipts, releases, and waivers of liens arising out of the Contract, to the extent and in the form designated by City of Scappoose.
- D. If, after Substantial Completion of the entire Contract, Final Completion is materially delayed through no fault of Contractor or by the issuance of Change Orders affecting Final Completion, City of Scappoose, without terminating the Contract, shall pay the balance due for that portion of the Work that is eligible for Final Completion. If the remaining balance of work is less than the retainage stipulated in the Contract, and if bonds have been furnished as provided in the Contract, the written consent of the surety to the payment of the balance due for that portion of the Work eligible for Final Completion shall be submitted by Contractor prior to payment. Payment under this paragraph shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- E. The making of final payment by City of Scappoose shall constitute a waiver of claims by City of Scappoose except those arising from:
  - (1) liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;
  - (2) failure of the Work to comply with the requirements of the Contract; and
  - (3) terms of all warranties required by the Contract.
- F. Acceptance of final payment by the Contractor, a Subcontractor, or a Materials supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of application for final payment. Such waivers shall be in addition to the waiver provided in this Article.

#### **00912 Audit and Inspection of Records**

- A. Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of City of Scappoose, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Contract until the expiration of three (3) years after final payment under this Contract.
- B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that City of Scappoose, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Article excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Article for records that relate to (1) disputes between City of Scappoose and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

**00913 Certified Current Cost or Pricing Data**

- A. If the aggregate increases and/or decreases in costs, plus applicable profits, of any modification to this Contract exceeds \$100,000, the Contractor shall submit, in addition to the other information required to be submitted under Paragraph D of Article 00406, Changes in the Work, a certificate of current cost or pricing data. The certificate shall be submitted as soon as possible after agreement is reached on the Contract price adjustment. The certificate shall be in the following form:

**CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to City of Scappoose or to City of Scappoose's representative in support of -----\* are accurate, complete, and current as of -----\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing date agreements between the offeror and City of Scappoose that are part of the proposal.

Firm \_\_\_\_\_

Name \_\_\_\_\_

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

Date of execution\*\*\* \_\_\_\_\_

\*Identify the proposal, quotation, change order, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., C.O. No.).

\*\*Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

\*\*\*Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the Contract price was agreed to.

- B. No certificate is required for Contract modifications where the price adjustment is:
  - (1) Based on unit prices or lump sum prices established in the Contract;
  - (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
  - (3) Set by law or regulation.

**00914 Price Reduction for Defective Cost or Pricing Data**

- A. This Article shall apply only for any modification to this Contract involving aggregate increases and/or decreases in costs, plus applicable profits, of more than \$100,000, except that this Article does not apply to any modification for which the price is:
  - (1) Based on unit prices or lump sum prices established in the Contract;
  - (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
  - (3) Set by law or regulation.



- B. If any price, including profit, negotiated in connection with any modification of this Contract to which this Article applies was increased by a significant amount because:
- (1) The Contractor or a subcontractor furnished cost or pricing data that was not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
  - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that was not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - (3) Any of these parties furnished data or any description that were not accurate the price shall be reduced accordingly and the Contract shall be modified to reflect the reduction.

This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this Article becomes operative under Paragraph A above.

- C. Any reduction in the Contract price under Paragraph B above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:
- (1) The actual subcontract; or
  - (2) The actual cost to the Contractor, if there was no subcontract was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- D. If City of Scappoose determines under paragraph B of this Article that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (1) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the Contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;
  - (2) City of Scappoose should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of City of Scappoose;
  - (3) The Contract was based on an agreement about the total cost of the Contract and there was no agreement about the cost of each item procured under the Contract; or
  - (4) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- E. Except as prohibited by paragraph D(2)(b) of this Article, an offset in an amount determined appropriate by City of Scappoose based upon the facts shall be allowed against the amount of a Contract price reduction if:
- (1) The Contractor certifies to the Resident Engineer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (2) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the Contract (or price of the modification) and that the data were not submitted before such date.
  - (3) An offset shall not be allowed if-
    - (a) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or
    - (b) City of Scappoose proves that the facts demonstrate that the Contract price would not have

increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

- F. If any reduction in the Contract price under this Article reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to City of Scappoose for such overpayment. The Contractor shall pay City of Scappoose at the time such overpayment is repaid simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date City of Scappoose is repaid by the Contractor at the applicable rate for overdue payments to a contractor as prescribed by ORS 279.570(2).

#### **00915 Subcontractor Cost or Pricing Data**

**s**

- A. The requirements of paragraphs B and C of this Article shall apply only to any modification to this Contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed \$100,000 and shall be limited to such modifications.
- B. Before awarding any subcontract expected to exceed \$100,000 when entered into, or pricing any subcontract modification involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed \$100,000, the Contractor shall require the subcontractor to submit cost or pricing data unless the price is:
  - (1) Based on unit prices or lump sum prices established in the Contract;
  - (2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
  - (3) Set by law or regulation.
- C. The Contractor shall require the subcontractor to certify in substantially the form prescribed in Article 00914, Certified Current Cost or Pricing Data, that, to the best of its knowledge and belief, the data submitted under paragraph B above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- D. The Contractor shall insert the substance of this clause, including this paragraph D, in each subcontract that exceeds \$100,000 when entered into.

#### **00916 Prompt Payment**

The Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its subcontract no later than ten (10) days from the receipt of each payment the Contractor receives from City of Scappoose, and strictly in accordance with ORS 279C.580. The Contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City of Scappoose.

**END OF SECTION 00900 – PAYMENT**

**Exhibit A – Record of Integrity Disclosure Form**

**(To be submitted within five (5) calendar days from the date bidder is notified that it is the apparent low bidder)**

City of Scappoose requires that bidders provide the following information prior to contract award. Additionally, the apparent low bidder must require that their major subcontractors provide the same information and must also submit that information to City of Scappoose prior to contract award.

The apparent low bidder bidder/major subcontractor shall disclose on an attachment any pending or final litigation or violations of environmental, health, safety or other laws that are relevant to the bidder's responsibility. For each litigation or violation, identify:

- 1) Its seriousness
- 2) The date(s) of the violations(s)
- 3) Whether it is a repeat violation
- 4) Its civil or criminal status
- 5) Existence of mitigating circumstances
- 6) Corrective actions taken
- 7) Other relevant information
- 8) Impact or effect on the contractor's/subcontractor's ability to perform under the proposed contract.

The attached material represents my firm's Record of Integrity disclosure as outlined above.

My firm has no violations or litigation as outlined above.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

**SECTION 3**  
**(NOT USED)**

**SECTION 4**  
**(NOT USED)**

**SECTION 5**  
**DRAWINGS AND TECHNICAL SPECIFICATIONS**

# TECHNICAL SPECIFICATIONS

Dutch Canyon Production Well (Dutch Canyon Well #2)

City of Scappoose,  
Oregon

May 2017

Prepared by



Expires: 6/1/2018



Expires: 8/31/2017

GSI Water Solutions, Inc.  
55 SW Yamhill St., Suite 300  
Portland, Oregon 97204  
(503) 239-8799

SECTION 00 73 00  
SUPPLEMENTAL CONDITIONS

**1 General**

**1.01 General Conditions**

See Contract Conditions

**1.02 Plans**

Included herein as part of the contract documents are the following site figures, schematics, and construction diagrams:

- Figure 1**      **Site Location Map –Dutch Canyon Well Site**  
**Figure 2**      **Site Location Map – Replacement Well Location**  
**Figure 3**      **Conceptual Design Schematic – Replacement Well**

**1.03 Contract Time**

The work contemplated consists of constructing, developing and testing a new production well.

Completion times for the work shall be as follows:

1. All work under this Contract shall be substantially complete by the end of six weeks, once work has begun. For the purposes of this project, Substantial Completion shall be defined as completion of drilling, well construction, plumbness and alignment testing, development, and aquifer testing.
2. Completion date for all work under this Contract – including, demobilization, cleanup, well video, and issuance of Final Submittals – shall be two weeks following substantial completion.

**1.04 Notice to Proceed**

The Owner intends to provide written Notice to Proceed within 14 calendar days after the City Council award has been executed and the performance bond and all required insurances have been filed with, and approved by the Owner. The Owner, however, retains the right to delay the Notice to Proceed. The Owner will provide the Contractor with notification that the Notice to Proceed will be delayed and an estimate of when the Notice to Proceed will be issued as soon as a delay is anticipated. The Contractor shall not commence work under the Contract until such written notice has been given.

The Contractor shall notify Mr. Darryl Sykes of City of Scappoose Water Treatment, at 33568 E. Columbia Avenue, Scappoose, Oregon 97056 – (503) 543-7146 option 6, seven days prior to starting the work.

The Contractor shall commence work and drilling within two weeks after the date of the Notice to Proceed. The date for commencement of time permitted to complete the schedules will be the same as the date of the Notice to Proceed. Work is anticipated to begin by August 2017 and proceed continuously per the work hours and days listed in Subsection 1.10 of this Section to completion.



## **1.05 Extra Work and Change Orders**

The Owner may approve Change Orders and extensions of Contract time. All Change Orders must be approved in writing. An adjustment of the surety bond will be negotiated with the Contractor at the time of the change.

The Owner shall have the right to require and the Contractor agrees to do extra work over and above that which is specified by the Contract Documents and covered by the unit prices of the Contract, or negotiated price or prices. Extra work will be a logical part of the Contract, arising from reasonably unforeseeable conditions, changed requirements or new information. Such additional work shall be undertaken only upon written instructions from the Owner's Representative.

Extra work shall be done at prices agreed upon between the Contractor and Owner, but in no event exceeding unit prices established in the Contract. When such order pertains to work of a class or classes for which no unit prices are established, then the agreed adjustment shall be based either on:

- a) unit prices decided on fair and equitable grounds; or
- b) lump sum decided on fair and equitable grounds; or
- c) by force account.

## **1.06 Authority of the OWNER'S REPRESENTATIVE**

The Owner has delegated to GSI Water Solutions, Inc. (the Owner's Representative) the authority to decide all questions, excepting time extensions, which may arise as to the quantity, quality and acceptability of materials furnished and work performed; the rate of progress of the work; interpretation of the Plans and Specifications; the measurement of all quantities; and the acceptable fulfillment of the Contract on the part of the Contractor.

## **1.07 Water, Power and Noise Limits**

The Contractor shall make all arrangements necessary to obtain sufficient power for the well construction, aquifer testing, and well decommissioning, if necessary. The site is located next to residential development, and the Contractor shall use all available means to minimize noise during working hours to the extent possible.

Power is available at site in the current well house, or at the generator located next to the well house. The Contractor shall determine whether there is sufficient power available for the work. If power at the site is not sufficient, the Contractor shall provide a generator and fuel. The generator shall be a Multiquip WisperWatt or equivalent (Sound levels of the WisperWatt are 65 to 68 dBA at 23 feet full load span). A line-shaft turbine pump powered by right-angle drive shall not be permitted to conduct well testing.

The Contractor shall be responsible for supplying water as needed during the drilling operation. Limited quantities of water may be obtained from the existing well house (from a potable water faucet). Alternatively, there is a City hydrant located approximately 450 feet west on the north side of Dutch Canyon Road. A water meter will be provided at no cost to the Contractor to use water from the Owner's hydrant. A backflow prevention apparatus however, must be obtained from the Owner and shall be installed on the City hydrant before water can be accessed. Acceptable cross-connection control is required for use of the hydrant, including an air gap

between the hose and water container (e.g., tank truck). The Contractor shall furnish all valves, hoses, connections, and miscellaneous fittings necessary to obtain sufficient water needed to complete the work.

### **1.08 Site Security and Safety**

The Contractor shall develop, publish and implement an overall Safety Program for the Project. This program shall conform to all applicable codes and laws. The Contractor shall submit the written Safety Program to the Owner's Representative prior to starting work. The program shall subsequently be distributed to and implemented by the Contractor's personnel as well as its Subcontractors and Suppliers. The Contractor shall fully implement and comply with the Safety Program, and shall submit to the Owner's Representative a letter signed by the Contractor's owner/president affirming such implementation and compliance before on-site work has commenced.

The site for the replacement well is located on City-owned property in an open field. The Contractor is responsible for securing equipment and borehole each day. During times when work is not being conducted at the site, the Contractor shall secure the site in order to protect the public and to prevent unauthorized access, vandalism and theft. The Contractor shall provide temporary fencing as required to protect materials, equipment and miscellaneous items from theft, vandalism, unauthorized access and/or harm.

The Contractor shall provide, install and maintain barricades, warning devices and other protection as required.

### **1.09 Schedule and Sequence of Work**

Work to be completed in accordance with the contract times specified in the Agreement.

### **1.10 Work Limits and Hours**

The Contractor shall confine work to the Owner's property upon which the well is to be installed. The Contractor shall coordinate use of the site with other contractors or activities that may be occurring on the site. The Contractor shall limit work to the following daily schedule:

Monday through Friday:	7:00 AM to 7:00 PM
Excluding Holidays	
Saturday	10:00 AM to 4:00 PM
Sunday	No work permitted

### **1.11 Standby/Delay Time, Incidental, Authorized Hourly Work**

Time lost to the project schedule can be expected during the course of project execution due to unavoidable and unforeseen events. Time lost to the project due to such circumstances may be originated by the Owner, Owner's Representative or Contractor. Time lost from stoppage of work at the request of the Owner or Owner's Representative shall be defined as "standby time." Time lost due to the inability of the Contractor to proceed shall be defined as "delay time." These terms are further defined as follows.

Standby time is the duration of idle time greater than 1 hour accrued at the request of the Owner's Representative. The Contractor's workers and equipment shall remain onsite while standby time is in effect. In the event of standby time, the Owner shall pay the Contractor for equipment and

crew per hour, not to exceed 8 hours per working day, and only hours between 7:00 AM and 7:00 PM. No standby time will be paid during the required grout-curing period; screen design, fabrication, and shipment to site, or for the recovery period following the step-rate or constant-rate aquifer tests.

Delay time is defined as avoidable delays greater than 1 hour caused by neglect in planning, improper scheduling or sequencing of work by the Contractor. These items shall include, but are not limited to, the Contractor's tardiness and inability to provide the trained staff and adequate equipment in a reasonable manner. Delay time shall not include time lost to the project as a result of conditions beyond the Contractor's control. These unavoidable delays shall include, but are not limited to, inclement weather and unexpected or unusual conditions. In the event of delay time, the Contractor shall credit the Owner for the Owner's Representative's time onsite for the period where delay time is in effect, not to exceed 8 hours per working day. The Contractor may give a 12-hour notice to Owner's Representative that there will be a delay without being assessed damages in the event of equipment breakdown and parts not easily attainable and must be ordered. Shorter notice may suffice at the Owner's Representative's discretion if it does not result in an expenditure of the Owner's Representative's time on the project. A working day shall be defined for this purpose as 7:00 AM to 7:00 PM, including a 1-hour lunch break, Monday through Friday, excluding holidays. Any additional hours worked each day will be negotiated between Owner's Representative and the Contractor.

Authorized hourly work shall include furnishing all equipment, labor, tools, and miscellaneous materials necessary to conduct activities not covered under other bid items as approved by the Owner's Representative in writing. The Owner's Representative and the Contractor will maintain records for this work. The Owner's Representative's record will be binding. No hourly payment will be made to the Contractor for work being performed to condition or ream the borehole, or to repair, clean, or replace equipment that is not in working condition.

**2 Materials**

**Not Used.**

**3 Execution**

**Not Used.**

**4 Measurement and Payment**

**Not Used.**

END OF SECTION

SECTION 01 00 00  
GENERAL REQUIREMENTS

**1 General**

**1.01 Work Covered by the Contract Documents**

The completed work will provide the Owner with a new production well (Dutch Canyon Well #2) at the City's Dutch Canyon site. The production well drill site can be accessed to the west of the intersection of SW Dutch Canyon Road and SW Old Portland Road (Figures 1 and 2). The Owner's Representative or Owner will stake the precise location of the new replacement well prior to the pre-construction meeting. The well is anticipated to be completed to a depth of 240 feet below ground surface, or as directed by the Owner and Owner's Representative. The total completed depth may be greater or less than anticipated depending on the subsurface conditions encountered during drilling. The overall work to be completed as part of this project includes drilling, well construction, plumbness and alignment testing, well development, step- and constant-rate aquifer testing, video logging and well disinfection.

**1.02 Work Not Covered by the Contract Documents**

The work for this Contract does not include a permanent pump station including well pump, controls, piping and pump house.

**1.03 Organization and Interpretation of Contract Documents**

- A. Specifications and Plans included in these Contract Documents establish the performance, quality requirements, location and general arrangement of materials and equipment, and establish the minimum standards for quality of workmanship and appearance.
- B. A part of the work that is necessary or required to make each installation satisfactory and operable for its intended purpose, even though it is not specifically called out in the Specifications or on the Plans, shall be performed as incidental work as if it were described in the Specifications and shown on the Plans.

**1.04 Construction Time**

Substantial completion (drilling, completion, plumbness and alignment testing, development, and aquifer testing of the new well) is six weeks after work has begun. Completion date for the work is two weeks following substantial completion.

**1.05 Hydrogeologic Information**

A well log for the existing well at the site (COLU 100) is provided as an attachment. Other well logs in the vicinity of the Dutch Canyon property are available from the Oregon Water Resources Department (OWRD). This is for the Contractor's information only, and the Owner will not be responsible for the Contractor's application or interpretation of the information, or for spatial variations of subsurface conditions between the well locations.

## **1.06 Examination of Site and Conditions**

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

## **1.07 Pre-Construction Conference and Submittals**

A pre-construction conference shall be held at 10:00 AM at the work location, no less than two weeks prior to the start of work. At this meeting the Contractor shall submit:

1. Documentation of certifications testing for each welder on the project.
2. Documentation of licensing and bonding of State of Washington well drillers to be used on the project.
3. A detailed construction schedule, which will be followed by the Contractor throughout the duration of the project, and updated a minimum of once per week, or as needed.
4. The names, addresses, and telephone numbers of two or more persons employed by the Contractor for this work who can be reached during evening and weekend hours to handle emergency matters.
5. Material Safety Data Sheets for any and all hazardous chemical products to be used by the Contractor on this project.
6. A listing of all materials proposed to be furnished for this project showing the supplier's name and address, manufacturer's name and product identification number, and catalog cut sheets to clearly identify materials.

To be submitted after the Pre-Construction Conference and before beginning drilling:

1. Erosion Control Plan for the well drilling location.
2. Water Management Plan for the well drilling location.

Work shall not commence until all of these items have been received and approved by the Owner's Representative and erosion control measures are installed at the well site where work is to begin.

## **1.08 List of Submittals**

The list of submittals is outlined in subsections 1 through 5 below.

### **1.08.1 Submittals Requiring Owner's Representative Approval - General**

The Contractor shall submit the items listed on the following table to the Owner's Representative for review and approval. The Owner's Representative reserves the right to request additional submittals that are not included in this table. Approval by the Owner's Representative shall not relieve the Contractor from responsibility for any error or omission in the submittal. No work may begin until all submittals have been reviewed and approved. Approval of the submittals will be given in writing prior to beginning any work. No deviations from the approved drawings shall be allowed without the prior approval of the Owner's Representative.

Item	Submittal
Welder certification	Copy, certificate(s)
Bonded well driller license certifications	Copy license(s)
Erosion control	Plan
Water management and turbidity reduction	Plan
Well screen assembly	Plan, Installation drawings, Equipment List and Manufacturer's Specifications

### **1.08.2 Submittals Requiring Owner's Representative Approval During Drilling and Well Installation and Testing**

1. Proposed drilling method and description of method used to ensure that fines are collected as part of the representative formation material samples.
2. Proposed changes in well design, materials used, or cement grouting methods.
3. Drawings for the well site showing the proposed equipment layout, water discharge channels or pipelines, and drill cuttings staging area, if necessary, and obtain approval from the Owner's Representative prior to the start of work at the drill site.
4. Proposed method of sealing production well casing, including materials to be used.
5. Contractor or Contractor's supplier shall provide graphs or plots illustrating the gradation of the formation sample(s) within the target production zone with the filter pack gradation sizing and screen design superimposed, thereon. The Owner's Representative will perform a review of the formation sample particle size analyses and proposed filter pack gradation prior to placement. The design shall be such that 90 percent of the filter pack sand would be retained by the well screen slot openings proposed by the Contractor.
6. Screen submittal. The Contractor shall provide a submittal prepared by the screen manufacturer, which includes a schematic of the screen assembly. The schematic shall include collapse and tensile strength, estimated screen weight, screen outside diameter and clear inside diameter, slot size and the square inches of open area per lineal foot of screen.
7. Filter pack sample. A sample of the specified filter pack material shall be provided to the Owner's Representative prior to installation of the screen assembly and filter pack.
8. Method proposed for installing filter pack materials outside of well screens and details of the filter pack and pressure relief screen configuration.
9. Methods (i.e., temporary sounding tube) for measuring depth to the top of the filter pack during filter pack installation, development and test pumping and for adding filter pack if necessary after test pumping.
10. Development tools and methods proposed for development of the new replacement well.
11. Aquifer Test, Submittal 1. The aquifer testing plan, including test pump specifications, discharge pipe dimensions, metering and flow control equipment, data measurement equipment, data measurement methods, and pump discharge location.
12. Aquifer Test, Submittal 2. Submit within two days of aquifer test completion, all manually-recorded water-level and pumping-rate test data (step-rate test, constant-rate test, and recovery test data) in hard copy form.

### **1.08.3 Submittals at Completion of Well Construction**

The Contractor shall submit, "As-Built" drawings of the new replacement well. The drawings shall provide information to clearly show calculations, dimensions, assumptions, and the basis for the design.

#### **1.08.4 Quality Control Submittals**

1. The Contractor's daily drilling logs that include a description of materials encountered, work completed, and water level measurements at the start of drilling and periodically taken each day.
2. Drilling fluid additive certification that additives are suitable for potable water well applications.
3. Manufacturer's Mill Certificate on steel casing used for the permanent well casing or as blank sections in the well screen assembly.
4. Grout seal additives certification that additives are suitable for potable water well applications.
5. Weight measurements of cement grout seal material at 25, 50, 75, and 100 percent of seal placement.
6. Manufacturer's descriptive data indicating materials of construction including configuration of screen (see also Screen submittal).
7. Results of plumbness and alignment testing.
8. Manufacturer's instructions for preparing and applying chlorine solution for disinfection of wells.

#### **1.08.5 Contract Close Out Submittals**

Contract close out Submittals include the final well log, well construction diagrams, aquifer test data (hard copy and electronic file) when performed, start card information, plumbness and alignment test results, well video, and copies of the State Water Well Report submitted to OWRD that documents the drilling and construction of the new production well.

#### **1.08.6 Submittal Procedures**

Unless otherwise specified herein, furnish an electronic copy of all submittals to the Owner's Representative. When submitting hard copies, submit two (2) copies to the Owner's Representative.

The Contractor shall coordinate submittals for related operations to avoid delay when submittals can be reviewed concurrently. The Owner's Representative reserves the right to return submittals requiring coordination without action or marked "SUBMIT SPECIFIED ITEM." Resubmit all related operations submittals simultaneously.

#### **1.08.7 Submittal Reviews**

The Owner's Representative will review and mark each submittal.

The Owner's Representative's review of the submittals is applied to the general characteristics and to a general design only. The Owner's Representative's review does not include a review of dimensions and quantities except that the Owner's Representative will review dimensions only to the extent to coordinate overall control dimensions with other work. Review by the Owner's Representative does not in any way release the Contractor from the responsibility to comply with the requirements of the Contract Documents and for the proper fit, construction sequences, dimensions and quantities. The Owner's Representative's review does not constitute acceptance of departures from the Contract Documents, from supplementary drawings or instructions, and from applicable codes, laws, ordinances, standards or from boards, commissions, agencies, and departments having jurisdiction. The Contractor shall make special note by separate letter and

clearly mark on the submittal any deviations from the Contract Documents.

The review by the Owner's Representative of any shop drawings, product data, samples, construction methods, and equipment or any other submittals is only for conformance with the general design concept of the project and does not extend to consideration of structural integrity, safety, construction feasibility, or practicality, detailed compliance with contract requirements or any other obligation of the Contractor. Any action shown is subject to the requirements of the Plans and Specifications. The Contractor is responsible for the means, methods, and materials used in completing the project, confirming and correlating all dimensions, fabricating and construction techniques, coordinating the work with that of all other trades, and the satisfactory performance of the entire work in strict accordance with the Contract Documents. It is the responsibility of the Contractor to confirm that all specifications, dimensions, and materials will result in the successful completion of the project as described herein and as may result from changed conditions encountered during drilling.

**2 Materials**

**Not Used.**

**3 Execution**

**Not Used.**

**4 Measurement and Payment**

**Not Used.**

END OF SECTION



SECTION 33 21 13A  
MOBILIZATION/DEMOBILIZATION, EROSION CONTROL AND WATER MANAGEMENT

**1 General**

**1.01 Description**

This section includes mobilization, erosion control, water management and site cleanup for the construction of the Dutch Canyon Replacement Well.

**1.02 Clearing, Site Access, and Security**

The replacement well site is located at a City-owned parcel located on SW Dutch Canyon Road to the west of the intersection with SW Old Portland Road. The Owner will be responsible for providing adequate access to the well at all times. The site is located near a residential area. The drill site shall be secured each night prior to leaving the site. The Contractor shall be responsible for any necessary site preparation.

The new production well site is fairly level and cleared. It is the Contractor's responsibility to visit the site and to assess the effort required to prepare the site for this particular project. The construction site is level; however, it is anticipated that some site work and improvements, including a gravel drilling pad, may be needed prior to the start of drilling operations. It is the Contractor's responsibility to visit the site and to assess the amount of effort required to prepare the site for the completion of the work under this Contract. The installation of an adequate gravel drilling pad will be the responsibility of the Contractor. For this project, the Contractor will be required to maintain access to existing City well house on the property. Improvements required for the Contractor's access and operations shall be completed by the Contractor. The Contractor shall employ methods to prevent mud and sediment from being tracked onto public streets.

**1.03 Erosion Control**

The Contractor shall install and maintain erosion control measure in accordance with the Erosion Control Plan submitted per "1.08 - Pre-Construction Conference and Submittals" of Section 01 00 00 of these Specifications. Erosion control shall consist of installation, maintenance, and removal of temporary erosion and sedimentation control measures to prevent erosion and transport of soil and turbid water to offsite locations. Standards for these measures are published under a separate reference: City of Scappoose Public Works Design Standards. This publication is available from the City of Scappoose.

The Contractor shall design the Erosion Control Plan to comply with all applicable City requirements using measures that will best fit the Contractor's construction sequencing and approved construction schedule. The Erosion Control Plan shall be approved and the erosion control measures installed and inspected by the Owner or Owner's Representative prior the start of drilling. Installation of erosion control measures in accordance with the Erosion Control Plan shall not relieve the Contractor of any responsibility for enforcement actions resulting from violation of the standards set forth by the City. The Contractor will not be paid standby time in the event the project is shut down due to nonconformance with permit and/or regulatory criteria. The Contractor will maintain one copy of the most current approved Erosion Control Plan at the job site.

**1.04 Water Management and Turbidity Reduction**

The Contractor shall dispose of water generated during drilling, well development and aquifer testing at a location designated by the Owner and shown on Figure 2. The water should first be discharged to a container, such as a roll-off bin or Baker tank, supplied by the Contractor to allow solids to settle from the water prior to being conveyed to the disposal location. The Contractor shall control the water discharged to the site so that erosion does not occur. Up to 600 gallons per minute may be discharged to the storm sewer line on SW Dutch Canyon Road. The location of the storm sewer is shown on Figure 2. It will be the Contractor's responsibility to provide the necessary means of conveying water from the settling tank to the storm sewer connection. To minimize the introduction of sediment into the storm sewer system, water should be pumped to a container, such a roll-off bin or Baker tank, supplied by the Contractor to allow solids to settle from the water prior to discharge to the storm sewer.

The Contractor shall provide temporary discharge piping and temporary settling tanks (e.g. Baker Tanks) required to convey water to the approved discharge point. All facilities and piping shall be sized and constructed by the Contractor to accommodate flow requirements during drilling, development and testing. Solid matter shall be separated from the effluent prior to disposal. Effluent produced shall not be discharged into streets, neighboring properties, gutters or into any facilities such as stormwater or sanitary sewer systems. No waste shall be introduced into the discharge water.

The Contractor shall prepare and submit a Water Management and Turbidity Reduction Plan as required by "1.08 - Pre-Construction Conference and Submittals" of Section 01 00 00 of these Specifications. The Contractor shall design the Water Management and Turbidity Reduction Plan to comply with all applicable requirements and project specific permits. The Contractor shall confer with the Owner's Representative in developing the Water Management and Turbidity Reduction Plan to ensure that anticipated discharge rates do not exceed the capacity of the infiltration trench.

Water management in accordance with the Water Management and Turbidity Reduction Plan shall not relieve the Contractor of any responsibility for enforcement actions resulting from violation of the standards set forth for discharge of water into the storm sewer. The Contractor will not be paid standby time in the event the project is shut down due to nonconformance with permit and/or regulatory criteria. The Contractor will maintain one copy of the most current approved Water Management and Turbidity Reduction Plan at the job site.

## **2 Materials**

### **2.01 General**

The Contractor is responsible for determining whether the site conditions require specific materials and measures to ensure adequate erosion and sedimentation control. Some disturbance is expected, and the Contractor will be responsible for site cleanup. Drilling cuttings may be spread on the site. The Contractor will be responsible for restoring the site to existing conditions. The City's Erosion Control Manual provides recommendations for best management practices and materials that can be implemented to meet erosion control requirements. The City's Erosion Control Manual is available upon request.

### **2.02 Drilling Water**

Water is available as described in Subsection 1.07 of Section 00 73 00.

## **3 Execution**

### **3.01 Site Preparation**

The Contractor shall prepare the work site such that ground surface remains stable during drilling, including but not limited to placement of materials sufficient to support the drilling machine and support vehicles, and to prevent dislodging of soil (erosion) and off-site movement of soil (sedimentation), in accordance with the Erosion Control Plan.

The Contractor may dig excavations for drilling fluid circulation and/or water management at the site. It is the Contractor's responsibility to ensure that any excavation is five (5) feet or more beyond toe of cut or filled slopes. A plan showing the proposed excavation location(s) and dimensions must be submitted to the City for approval by the City's Engineer.

The Contractor shall furnish and install temporary fencing around the construction site (Refer to "1.02 – Clearing, Site Access and Security" in this Section) and shall provide a locked gate to close off the construction site from public access. The Contractor will provide and post "Construction Area, Keep Out" signs at prominent locations along the fence. The Contractor will provide the Owner and the Owner's Representative with one key each to allow them access to the fenced construction area in the absence of the Contractor.

### **3.02 Site Cleanup**

Contractor shall remove rubbish and debris from the site at conclusion of Work. The Contractor shall spread and level excess drill cuttings on the site, and restore the site to existing conditions.

### **3.03 Erosion Control Installation**

The Contractor shall construct and install the erosion control measures as outlined in the approved Erosion Control Plan. The Contractor shall otherwise employ methods to prevent mud and sediment from being tracked from the well site onto public streets.

### **3.04 Erosion Control Maintenance**

Erosion control measures shall be inspected and maintained as set forth in the approved Erosion Control Plan. Erosion control measures shall be maintained on the site until the potential for erosion to occur, as a result of project activities, has been abated. In no case shall erosion prevention and sedimentation control measures be removed prior to the Owner's inspection and approval.

The Contractor shall ensure that all erosion prevention and sediment control measures shown on the approved plan are installed and function in a manner that meets the standards set in the Contractor's Erosion Control Plan. If the installed erosion prevention and sediment control system does not adequately contain the sediment on the project site, the measures shall be field-adjusted as necessary by the Contractor. Any deletions, additions, substitutions or any other modification of the measures shown on the approved plan shall be reviewed and approved by the Owner's Representative prior to installation.

During active construction, the Contractor shall inspect and maintain the erosion control facilities and measures daily, and shall adjust, repair or replace any erosion control measures to ensure that they are functioning properly and as planned. The Contractor shall immediately remove eroded sediment carried or tracked onto the pavement surfaces, off-site areas, or into storm drainage systems such as storm drain inlets, ditches or culverts. The Contractor shall not flush sediment directly into storm drainage system. Water containing sediment shall not be flushed or allowed to flow into sanitary systems or waterways without first passing through an approved

sediment filtering facility or device adequate to meet the standards for discharge set forth in the City's Erosion Control Manual.

### **3.05 Erosion Control Removal**

When the project is completed or when materials associated with the drilling operations that can erode the site have been removed or managed so that continued erosion potential is minimized to the extent possible, all temporary erosion control measures shall be removed from the construction site, unless otherwise directed by the Owner's Representative. A final inspection is required prior to removal of erosion and sedimentation measures.

### **3.06 Water Management and Turbidity Reduction System Construction and Maintenance**

The Contractor shall construct and install the water management and turbidity reduction systems in accordance with the approved Water Management Plan. The systems shall be inspected daily by the Contractor to ensure that they are operating as planned. In no case will the water management and turbidity reduction measures be removed prior to Owner inspection and approval.

## **4 Measurement and Payment**

### **4.01 Mobilization and Demobilization**

Measurement and payment for mobilization and demobilization shall be on a Lump Sum price for the replacement well drilling and well decommissioning work as stated in the Bid Form for Bid Item No. 1. The lump sum price shall be full compensation for all labor and materials required to prepare the site for the Work, remove Contractor equipment, and to complete site cleanup after the Work has been performed. The Work is defined as site preparation and cleanup, and completion for the production well.

Progress estimates and payments for Bid Form Item No. 1 will be made in accordance with the following schedule:

1. Mobilization to the site and set up for drilling production well: 50 percent.
2. Site cleanup and demobilization: 50 percent.

### **4.02 Erosion Control**

The measurement unit for this work is Lump Sum as stated in the Bid Form for Bid Item No. 2. The lump sum price shall include the cost of all labor, materials and equipment used to provide, maintain and remove erosion and sedimentation control devices and measures at the drill site. The lump sum bid price shall include all costs associated with the preparation of the plans, modifications to the plans required to achieve compliance with the Contract and the City Code and maintenance of the measures in accordance with City's Public Works Design Standards. The lump sum bid price shall also include removal or replacement of degraded measures with new materials when directed by the Owner's Representative.

Progress estimates and payments for Bid Form Item No. 2 will be made in accordance with the following schedule:

- A. When the plan has been approved and all erosion and sedimentation control materials and measures are in place for drilling and have been inspected and approved by the Owner's Representative: 50 percent.

- B. Upon completion of all work on the project, final inspection and approval from the Owner's Representative: 50 percent.

#### **4.03 Turbidity Reduction and Water Management Control**

The measurement unit for this work is Lump Sum as stated in the Bid Form for Bid Item No. 3. The lump sum bid price shall include the cost of all labor, materials and equipment used to provide and maintain the approved turbidity reduction and water management control systems at the drill site. The lump sum bid price shall include all costs associated with the preparation of the plans, modifications to the plans required to achieve compliance with the Contract, the turbidity standard set by the City Code and maintenance of the measures in accordance with the regulatory standards for turbidity reduction. The lump sum bid price will also include removal or replacement of degraded measures with new materials when directed by the Owner's Representative.

Progress estimates and payments for Bid Form Item No. 3 will be made in accordance with the following schedule:

- A. When the approved systems and materials are in place for drilling and have been inspected and approved by the Owner's Representative: 50 percent.
- B. Upon completion of all work on the project, final inspection and approval from the Owner's Representative: 50 percent.

END OF SECTION

## SECTION 33 21 13B PRODUCTION WELL

### 1 General

#### 1.01 Scope of Work

This project consists of drilling, constructing, and testing one production well. The well will be a municipal drinking water supply source for the City of Scappoose and will replace an existing City well (Dutch Canyon Well) at the site. This work will include drilling and constructing a production well; collecting and logging formation samples; and developing the well. The proposed well construction diagram is shown on Figure 3 and summarized in Table 1. Actual design will depend on subsurface conditions encountered during drilling. Aquifer testing is described in Section 33 21 13C.

The Contractor shall supply all materials, labor, appurtenances, equipment, incidentals and testing necessary for the construction of the production well. The Contractor shall perform all operations required to finish the project, complete in place, and ready for its intended use. The sequence of work shall include the following:

- Drill a 24-inch borehole and advance temporary casing to a depth of 45 feet below ground surface and install a surface seal;
- Drill a 20-inch borehole and advance temporary casing to an anticipated depth of 230 feet below ground surface;
- Collect formation samples for logging and sieve analyses as described in 3.03 of this Section;
- Install permanent 16-inch screen assembly with an anticipated 35-foot stainless steel well screen, 3-foot pressure relief screen, and 22 feet of stainless steel casing blanks and sump;
- Install filter pack and expose well screen to formation;
- Develop the well;
- Complete plumbness and alignment testing;
- Complete a step-test and a constant-rate pumping test, including recovery monitoring (refer to Section 33 21 13C);
- Disinfect the well; and
- Perform a camera survey of the casing and screen assembly.

#### 1.02 Location

The well site is located at the City's Dutch Canyon property in Scappoose, Oregon (Figures 1 and 2). The Owner or Owner's Representative will stake the location of the replacement well prior to the pre-construction meeting.

#### 1.03 Conceptual Well Design and Target Yield

The depth below the ground surface to which casing, or drilling operation shall be terminated will be specified by the Owner's Representative during advancement. The table below provides the approximate construction depths and diameters and the target design well yield.

**Table 1: Conceptual Well Design and Target Yield**

Production Casing Nominal Diameter (inches)	Approximate Borehole Depth (feet)	Target Design Well Yield <sup>1</sup> (gpm)	Well Screen Nominal Pipe-Size Diameter (inches)	Approximate Length of Screen Assembly <sup>2</sup>
20	230 feet	650	16	60

<sup>1</sup> The actual well yield may vary due to site-specific subsurface conditions.

<sup>2</sup> Screen assembly includes 38 feet of stainless steel screen and 22 feet of blank stainless steel casing.

#### **1.04 Drilling Permits and Site Clearance**

The Contractor shall obtain at its expense the start cards and furnish the well log and well report for the new well to the licensing state agency. The City of Scappoose will ensure that the production well has an approved water right so that the Contractor can obtain a start card from the Oregon Department of Water Resources.

The Contractor will be responsible for ensuring that underground utilities within a 50-foot radius of the drill site are located and marked.

#### **1.05 Standards**

The Contractor selected for this work well shall be licensed and bonded in the State of Oregon, and must comply with all Oregon Administrative Rules (OAR) for Well Construction and Maintenance, OAR 690-200-005 through 690-235-020.

The Contractor shall obtain at its expense approval for any Special Standards required to complete the well as described in the Plans and Specifications. Requirements for well construction as defined under OAR 690-200-0021, and Special Standards, shall be the responsibility of the Contractor. The Contractor is also responsible for obtaining the necessary permits for the use of water from the Owner's hydrant (refer to "1.08 - Water and Power" in Section 00 73 00) and discharge of water to the sanitary sewer system (refer to "1.04 - Water Management and Turbidity Reduction" in Section 33 21 13A).

#### **1.06 References**

The following is a list of standards, which may be referenced in the contract.

- 1) American Petroleum Institute (API):
  - a. Spec 5L-90, Specification for Line Pipe, 38<sup>th</sup> edition.
  - b. API 10-A, Specification for Materials and Testing for Well Cements.
- 2) American Society for Testing and Materials (ASTM)
  - a. A53-90b, Standard Specification for Pipe, Steel, Black and Hot-dipped, Zinc-coated, Welded, and Stainless.
  - b. A409 Stainless steel casing.
  - c. A139-90, Standard Specification for Electric-Fusion (ARC) Welded Steel Pipe (NPS 4 and Over)
  - d. C33-90, Fine Aggregate
  - e. C150-89, Standard Specification for Portland Cement
  - f. A606 Type 4, HSLA steel casing
- 3) American Water Works Association (AWWA)

- a. A100-06, Standard for Water Wells
- b. C200-91, Standard for Steel Water Pipe, 6 Inches or Larger
- c. C206-91, Standard for Field Welding of Steel Water Pipe
- d. C654-87, Standard for Disinfection of Wells

4.) State of Oregon

- a) OAR 690-200 through 690-215
- b) OAR 333-061-0005 through 333-061-0098

### **1.07 Driller's Daily Log**

Daily drilling and formation logs shall be prepared by the well drill operator and presented at the end of each drilling day to the Owner and Owner's Representative. The log shall contain the following information on forms provided by the Contractor and approved by the Owner's Representative.

- Well identification (project well name or start card number).
- Depth, thickness, type, general characteristics and drilling characteristics of each material encountered, evidence of water bearing zones, and note chattering or other drilling action that is evidence of the type of materials being penetrated.
- The size of borehole, the average time required to drill a foot of depth for each formation, and locations where drilling is hard or easy.
- Depth to the bottom of the borehole and temporary casing.
- Static groundwater level prior to starting each day's work.
- A record of materials (type and quantity) used during well construction each day, including but not limited to casing, screen, filter pack, fittings, and grout.
- A record of hourly work performed, including but not limited to well development and test pumping.

Accurate measurements of the depth of the hole below ground surface shall be made by the Contractor with a weighted steel tape or other device approved by the Owner's Representative and recorded in the driller's log. The following measurements shall be recorded: (1) depth to water prior to commencing drilling each day, (2) depth of the temporary casing, (3) depth to the bottom of the liner casing, and (4) depth to the bottom of the borehole.

### **1.08 State of Oregon Well Log and Report**

The Contractor shall prepare and submit a well log to OWRD for the production well as is required by the State of Oregon. The Owner will provide the Contractor with the necessary tax lot information to be included in the State Water Well Report. The Contractor shall submit a draft of the well log and State Water Well Report to the Owner's Representative for review prior to submittal to OWRD. The Contractor shall furnish the Owner and Owner's Representative with a copy of the final well log and the State Water Well Report.

## **2 Materials**

### **2.01 Formation Sample Containers**

The Contractor shall furnish appropriately-sized containers for formation samples. The containers shall have a minimum nominal capacity of one gallon. The well name and depth/interval the sample was collected from shall be clearly marked with waterproof ink on the sample container. Formation samples shall be given to the Owner's Representative after the drilling and screen assembly/filter pack design has been completed.



## **2.02 Temporary Casing**

The Contractor shall, if necessary, provide temporary well casing of such strength to reach the maximum designated depth undamaged, and shall be of such strength so that the temporary casing(s) can be completely removed from the well.

If necessary, all pipe used as temporary casing to maintain the borehole walls, or to obtain samples required during the drilling, shall remain the property of the Contractor and be removed from the well site.

## **2.03 Permanent Well Casing**

The permanent well casing shall be new, seamless or electric resistance welded low carbon steel casing with a minimum wall thickness of 0.375 inches for 20-inch nominal diameter. The casing length is anticipated to be 183 feet, from 3 feet above ground surface to an anticipated depth of 180 feet, followed by a 16-inch diameter 60-foot stainless steel well screen assembly with 38 feet of stainless steel screen and 22 feet of blank stainless steel casing. The length of the permanent well casing may be increased or decreased based on subsurface conditions encountered during drilling.

All well casing and steel pipe shall conform to the latest edition of all relevant specifications, such as, but not limited to ASTM A-53 A or B. Well casing shall have the brand name, wall thickness, and ASTM designation clearly stamped on each pipe. Manufacturer-rejected pipe shall not be used. Well casing shall be clean and free of drilling mud or other foreign material prior to the final disinfecting of the well.

## **2.04 Casing Joints**

All welding shall be done by a certified welder, as certified by an independent testing laboratory as per American Welding Society (AWS) D1.1. Casing joints when welded shall be a complete penetration, vee-groove weld with a 60-degree angle bevel, 1/16-inch root opening, and the feather edge shall be ground to provide a land. The weld shall not use a backing ring. Provide a 1/32-inch surface build/finish. Prior to welding, the contractor shall inspect the bevel edge and if it is serrated or otherwise not smooth it shall be ground smooth.

## **2.05 Pipe Fittings and Specials**

The Contractor shall provide all fittings, drive shoes, welding rings, grout shoes and centering guides as necessary to complete the well.

## **2.06 Well Screen and Fittings**

Well screens shall be of continuous slot, wire-wrap design, manufactured by Johnson Screens or approved equal. The well screen material shall be Type 304 stainless steel conforming to ASTM requirements. The target screen design shall provide a manufacturer's transmitting capacity of at least 650 gpm with an entrance velocity of less than 0.1 feet/second.

The well screen assembly is defined as that portion of the completed well which includes the well screen(s); blank casing or 0-slot screen below, between, and above the screens; and any bottom and top fittings (weld rings) necessary to make the assembly sand tight. The well screen assembly is expected consist of a pressure relief screen, production screen and sump. The sump below the screen shall be stainless steel casing with a minimum wall thickness of 0.375 inches. For bidding purposes, the total length of the screen assembly (38 feet of screen and 22 feet of blank casing) is assumed to total 60 feet.

### **2.06.1 Diameter**

The diameter of the screen(s) is anticipated to be 16-inches pipe-size. The outer winding that forms the screen surface and the internal longitudinal bars shall be joined at each intersection by welding. Both members shall be Type 304 low carbon stainless steel conforming to ASTM requirements.

Because the actual casing and screen lengths, depth setting, and screen slot size are subject to change depending upon conditions encountered during drilling, it is the Contractors responsibility to obtain confirmation from the screen manufacturer that the screen assembly being installed has adequate collapse and tensile strength for the conditions encountered in the borehole.

The Contractor shall provide a certified copy of the manufacturer's screen specification used to formulate the bid for the well screen.

### **2.06.2 Slot Size**

The selection of the screen slot size will be based on retention of 90 percent of the designed filter pack. For screen slot opening sizes less than 0.050 inches, the tolerance (as measured in the field by the Owner's Representative) is +/- 0.003 inches. For screen slot opening sizes greater than 0.050 inches, the tolerance is +/- 0.005 inches, as measured in the field by the Owner's Representative. Deviation from these standards may be cause for rejection of well screen materials.

### **2.06.3 Sump and Pressure Relief Screen**

An anticipated 5-foot section of blank stainless steel casing will serve as a sump, and shall be attached to the bottom-most section of the well screen.

The screen assembly shall include a pressure relief screen (fabricated of the same materials, including slot-size as the production screen) and blank casing riser, which shall provide a minimum ten (10) feet of overlap inside the permanent well casing, as shown on Figure 3.

### **2.06.4 Welding**

All welding material used to couple screen components shall be stainless. Top and bottom fittings required for the screen assembly shall be manufactured out of the same material as the screens. Joints between screen sections shall be welded and shall have tensile and collapse strength equal to or greater than that of the well screen. Stainless steel 309 welding rod or equivalent shall be used to weld stainless steel screen sections to the low carbon steel blank pipe section. The Contractor may recommend alternative welding materials. Approval of alternates shall be at the Owner's Representative's discretion.

### **2.06.5 Centering**

The Contractor shall provide centering guides for the screen assembly as necessary to complete the well and provide sufficient annular space to install a complete filter pack around the well screen.

## **2.07 Filter Pack Envelope**

The Contractor shall furnish and install a filter pack envelope according to the following specifications:

1. Filter pack material shall consist of clean silica sand, conforming to AWWA A100-06 with respect to specific gravity, uniformity, absence of deleterious substances, and non-rounded fragments.
2. Clean silica sand, manufactured by Colorado Silica Sand Inc (CSSI) or approved equal.
3. Gradation: Representative formation samples shall be collected during advancement of the borehole for sieve analyses. The grain size data shall be used to design the well screen and filter pack sizing.
4. **Contractor shall determine and recommend the filter pack gradation and screen slot size based upon particle size analyses of the formation samples, and a proposed ratio between the gradation of the filter pack and that of the representative size/gradation of the finest formation interval sampled in the screen zone.** The Contractor or Contractor's supplier shall provide to the Owner's Representative a graph depicting the gradation of the formation sample(s) with the gradation of the filter pack sand and screen design superimposed, thereon. The Owner's Representative will perform a review of the formation sample particle size analysis, proposed filter pack gradation sizing, and screen slot size prior to ordering the well screen for fabrication. The gradation shall be such that 90 percent of the filter pack would be retained by the well screen slot openings proposed by the Contractor.
5. A composite screen and filter pack design (i.e. more than one slot size and filter pack gradation) will be considered if the coarseness of the formation material varies significantly over the screened interval.
6. A one-quart sized sample jar of the filter pack material(s) proposed for use shall be submitted to and approved by the Owner's Representative prior to the delivery of the material to the job site.
7. The Contractor shall provide a measuring device to sound the filter pack level in the borehole during placement, casing pullback and preliminary development to detect bridging and/or settlement. The Contractor shall also measure the top of the filter pack at the beginning and end of the constant rate pumping test.
8. The Contractor shall provide a temporary filter pack sounding and feed tube, minimum 1-inch diameter, and provide the Owner's Representative with a depth measurement (in feet) from the top of the well casing to the top of the filter pack. An alternate method of measuring and replenishing the filter pack will be considered by the Owner's Representative at the Contractor's request. At a minimum, measurements shall be provided to the Owner's Representative by the Contractor and upon completion of initial screen and filter pack installation.

## **2.08 Cement Grout**

The requirements for grout materials shall conform to OAR 690-210-0310. A maximum of five percent (by weight) of bentonite clay may be added to the grout mixture to improve its flow properties. To accelerate curing, grout placed beneath the static water level may be made with quickset cement using an accelerating admixture of 2 pounds CaCl per sack of cement, or with ASTM Type III High Early Strength cement. Use of any other additives not expressly allowed in OAR 690-210-0310 shall be subject to the approval of the Owner's Representative.

## **2.09 Video Logging**

Provide necessary equipment to complete a color video log the entire length of the completed well with depth below ground surface encoded on the video. Video Logging shall be completed after aquifer testing has been completed and the test pump removed. The camera shall be equipped with side viewing capability without the use of mirrors. The camera must not have been used to video boreholes containing contaminated groundwater. Contractor shall provide three DVD copies of the video to the Owner's Representative.

### **3 Execution**

#### **3.01 Surface Seal**

The Contractor shall drill a 24-inch borehole and advance temporary casing to a depth of 45 feet to install the surface seal. The surface seal shall be installed in compliance with OAR 690-210-0130, and OAR 690-210-0310 through 690-210-0360.

#### **3.02 Borehole Drilling**

The Contractor shall drill the 20-inch borehole and advance temporary casing with cutting shoe using air rotary, dual rotary reverse circulation drilling or cable tool methods to the target depth of 230 feet. The actual drilled depth may vary based on subsurface conditions encountered during drilling. Determination of the actual drilled depth will be made by the Owner's Representative.

The Contractor shall provide a drilling rig of sufficient size and capacity to complete the production well as described herein, and to meet the schedule outlined in Section 01 00 00.

Drilling fluid used during well construction shall be air with potable water or approved additives. Additives used during drilling, if necessary, will be NSF 60 compliant for potable water wells. Only clean and potable water shall be introduced into the well during drilling.

#### **3.03 Formation Samples and Analyses**

Cuttings produced during drilling shall be collected by the Contractor at 10-foot intervals and at changes in formation type or color. The drilling rig shall be equipped in a manner to safely collect representative formation and water samples.

In the target production zone (180 to 230 feet), the Contractor shall collect representative formation samples every two feet, at changes in formation type or color, or at other intervals specified by the Owner's Representative. Formation samples collected in the production aquifer shall be a minimum volume of 1 gallon. Sample collection methods shall ensure that a representative sample of the formation materials, including fines, are collected (see 1.08.2 in Section 01 00 00).

The Contractor shall archive the formation samples in 1 gallon sealable, waterproof bags. The depth/interval the sample was collected from shall be clearly marked on the sample bags using waterproof ink. As preservation of the samples is important, the Contractor shall furnish a tarp or other means to keep the samples from exposure to the elements. Formation samples shall be kept onsite until the Owner's representative has logged, photographed and sampled the material, and advised the Contractor to dispose of samples.

The Contractor, upon approval by the Owner's Representative, shall submit select formation samples representative of the production zone to a soils laboratory for grain size distribution analyses. The Contractor shall use results from the grain size analyses to pre-design the filter pack and well screen slot size. Final design will be approved by the Owner's Representative. See also Section 2.07 Filter Pack Envelope under Section 2 Materials.

#### **3.04 Measurements Required During Drilling**

Accurate measurements of the depth of the borehole below ground surface shall be made by the Contractor with a weighted steel tape or other device approved by the Owner's Representative and recorded in the drillers log. The following measurements shall be also recorded in the drillers

log: (1) depth to water prior to commencing drilling each day, (2) depth of the permanent casing, (3) depth to the bottom of the screen assembly, (4) depth to the bottom of the borehole, and (5) diameter of the borehole and casing in each segment of the borehole. Refer to "1.07 Driller's Daily Log" in this Section for additional information to be included in the drillers log.

### **3.05 Temporary Well Cap**

The Contractor shall provide a temporary watertight and secure cover for the wellhead while the Contractor's personnel are not at the well site, and for any period of time between the completion of drilling and testing, and after aquifer testing is complete. The well cap shall have a minimum two (2) inch diameter threaded access port with threaded cap located in the center of the well cap.

### **3.06 Well Screen Assembly**

The Contractor shall provide a recommendation for the well screen and filter pack design for review by the Owner's Representative. The design shall be based on results of the grain size distribution analyses on formation samples collected during advancement of the borehole through the target production zone. Screen slot size will be determined based on design of the filter pack. More than one gradation of filter pack, and consequently, more than one slot size, may be used in the assembly based on formation conditions encountered in the target production zone. The slot size shall be such that the openings retain 90 percent of the graded filter pack material. The total length of screen, the depth below ground surface where screen openings are to be placed, and the length and location of blank steel casing sections within the screen assembly will be recommended by the Contractor and approved by the Owner's Representative at the time that the filter pack design is provided.

All stainless steel screens and material shall be new and shall be approved in advance by the Owner's Representative. For field assembly, the screen shall be furnished with welding collars and sufficient non-wire wrapped area at the ends to fit centralizers.

Casing centralizers (steel guides) shall be welded to casing sections, a maximum of 120 degrees apart, and each guide shall lie within the same horizontal plane and vertical alignment. Centralizers shall be placed above and below the well screen and spaced at intervals of not more than 80 feet. Centralizers shall not be placed onto the well screen.

It is the Contractor's sole responsibility to ensure the well screen has sufficient tensile and collapse strength to be assembled, landed, and installed without damage to casing, screen, or borehole.

An anticipated 5-feet of blank stainless steel casing shall extend below the bottom-most screen section to serve as a sump.

The well casing string (including screen and tailpipe) shall be suspended in tension from the surface by means of an appropriate hanger or clamp. The bottom of the casing string shall be at a sufficient distance above the bottom of the borehole as to insure that none of the casing will be supported from the bottom of the hole. The Contractor shall verify that the total weight of the casing string is supported by the drill rig.

The well screen shall be installed and exposed to the filter pack using the pullback method, as described in the following section. If for any reason the casing string (including screen and tailpipe) cannot be landed in the correct design position or at a depth acceptable to the Owner, the Contractor shall remove the casing and ream the borehole. In no event shall the Contractor attempt to drive or "spud" the casing string.

If for any reason the casing or well screen cannot be placed in the correct design position, or at a depth acceptable to the Owner, the Contractor shall construct another well immediately adjacent to the original location and complete this well in accordance with the Specifications and Plans at no additional cost to the Owner. The abandoned hole shall be properly sealed in accordance with all local and State Standards at the Contractor's expense.

If any of the casings should collapse prior to well completion, they shall be withdrawn and replaced at the Contractor's expense, or the Contractor shall replace the well.

All work required to be repeated, and all additional materials, labor, and equipment required, shall be furnished at the expense of the Contractor and no claim for additional compensation shall be made or be allowed therefore, except as specifically provided herein.

### **3.07 Filter Pack Envelope**

The filter pack envelope shall be installed using the casing pullback method. The Contractor shall monitor the casing string during pullback to ensure the well screen remains in the design location. The Contractor shall maintain the filter pack envelope at all times to prevent heaving and to ensure the screen is not exposed directly to the formation. The filter pack material shall be disinfected with chlorine during placement.

The filter pack material shall be installed in the annular space between the temporary surface casing and permanent well casing through a tremmie pipe from the bottom of the borehole. The tremmie pipe shall be slowly raised as the filter pack material fills the annular space. The fill rate shall be uniform and not to exceed ½ cubic feet per minute. As the filter pack material is being poured into the tremmie pipe, clean potable water shall be added to the tremmie pipe to aid in filter pack placement. Alternate methods of placing the filter pack shall be approved by the Owner's Representative. The filter pack shall be kept above the bottom of the temporary casing at all times during installation. The Contractor shall repeatedly tag the filter pack during placement.

As the filter pack envelope is being placed, a swab shall be carefully worked opposite the screened section. As the filter pack settles, more shall be added to bring the top of the filter pack to the specified depth. This operation shall continue throughout the filter pack placement, until the top of the filter pack reaches the required depth and there is no further measurable settlement of the filter pack envelope. A record of all tagged depths shall be kept and made available upon the request of the Owner's Representative.

Filter pack placement and swabbing shall continue uninterrupted until the height of the envelope reaches the design depth. An accurate measuring device shall be used to continuously monitor the depth of the filter pack during placement.

### **3.08 Well Development**

The Contractor shall develop the well to remove drilling fluid, drill cuttings and fine material from the stratum penetrated by the borehole to ensure a satisfactory hydraulic connection with the water-bearing zone(s) and so that the well will yield water with a low settleable solids content. Well development shall be completed prior to installing the annular seal. The Contractor shall notify the Owner's Representative not less than 2 calendar days in advance of the date and time when well development will be started.

Well development shall be executed using one or more of the following techniques, or other techniques proposed by the Contractor and subject to approval by the Owner's Representative:

1. Swabbing and Bailing – Swabbing shall commence at the uppermost portion of the screened interval and proceed downward using a swab not more than 1/2-inch smaller in diameter than the inside diameter of the well screen.
2. Pumping and Surging (i.e. rawhiding) – Reversals of flow by pumping and surging to agitate sediment, remove damaged formation, and break-up bridging to allow for the removal of finer fractioned material; and
3. Other – Other development methods, including water jetting, isolation pumping, reverse (educator) air-lifting, or a combination of techniques may be considered.

The Contractor shall maintain the total length of the well during development, and will be required to monitor the rate of sand accumulation in the tailpipe and to clean the well casing periodically, as directed by the Owner's Representative.

All well development techniques shall be carried out in a manner that does not cause undue settlement and disturbance of the strata above the water bearing formation. The following are the general requirements of the well development:

1. Water shall be removed from the well during development at a minimum rate of three-hundred (300) gpm for air jetting or airlift pumping.
2. During development, measurements made and recorded by the Contractor shall at a minimum include settleable solids (measured in mL/L with Imhoff cones), the total volume of sediment removed from the well, turbidity (measured in NTU), flow rate (gpm), drawdown (feet), and the short-term specific capacity (gpm per foot of drawdown).
3. The Contractor shall manage development water in accordance with the Water Management and Turbidity Reduction Plan.
4. After completion of the well development, the bottom of the well shall be cleaned of all sand and accumulated materials by a sand pump bailer.

Well development shall continue until water pumped from the well at the maximum test pumping rate is clear and free of fines, and/or no longer improving in the estimation of the Owner's Representative:

1. The sand content shall average not more than 5 mg/L for a pumping cycle of 2 hours duration when pumping at the maximum test pumping rate. The Contractor shall measure and monitor sand content with a centrifugal (Rossum type) sand tester. If the well discharge exceeds the 5 mg/L criterion as measured every 2 hours during the last 10 hours of the constant-rate pumping test the well shall be redeveloped by the Contractor and pumping tests repeated.
2. Well water turbidity shall be measured by the Contractor every 2 hours in the final 10 hours of the constant discharge pumping test. It is specified that a maximum of 5 Nephelometric Turbidity Unit (NTU) will be allowed as criteria of complete development. If the well discharge water is in excess of 5 NTU, the well shall be redeveloped by the Contractor and pumping tests repeated.

Development is anticipated to occur for a minimum of 24 hours for bailing, swabbing and surging techniques with an additional 8 hours for development via pumping after the pump is set prior to the step- and constant-rate pumping tests.

The Contractor shall measure the depth of the filter pack after development is completed and add filter pack material to bring it up to the design depth.

The Contractor shall maintain a complete log of development activity including:

- Daily static and pumping water levels.

- Water production rates.
- Duration of each operation.
- Observation of results.
- Sand content and quantities of sand removed.
- Sand content as a function of production rate.
- Well development progress (sand content, turbidity, volume of water pumped, etc).
- Filter pack depth and settlement of the pack during development.
- All other pertinent information or as requested by the Owner's Representative.

The Contractor shall manage development water in accordance with the Water Management Plan. Refer to Section 33 21 13A for more detail.

### **3.09 Water Samples**

Water samples may be taken by the Owner's Representative periodically during development. The Contractor shall provide a means to collect water samples (i.e., sample petcock valve) during development.

### **3.10 Plumbness and Alignment**

The Contractor shall maintain the plumbness, alignment, and straightness of the well at all times during drilling and casing. The Contractor shall conduct a plumbness and alignment test after the borehole reaches final completion depth, and after the production casing and screen have been installed. Deviation from perfect alignment shall not exceed two-thirds of the pipe/borehole diameter per 100 foot of length, as specified in AWWA A100-06.

The Contractor shall complete a plumbness test of the production casing in accordance with the procedures of AWWA A100-06. Readings of horizontal deflection shall be made to the nearest 0.05-inch at minimum intervals of ten (10) feet of plummet depth. The test shall be conducted by the Contractor and observed by the Owner's Representative, and a copy of the test data shall be delivered to the Owner's Representative. The cased part of the well will be deemed adequately plumb if the horizontal displacement from the vertical is less than one (1) horizontal foot per one hundred (100) vertical feet.

The Contractor shall also prove the alignment of the well by lowering into the casing a straight section of pipe as specified in AWWA A100-06 (40 feet long with an outside diameter no smaller than 0.5 inches less than inside diameter of casing being tested). Should the dummy fail to move freely through the casing to the bottom of the completed well, or should the well vary from the vertical in excess of two-thirds the smallest inside diameter of that part of the well being tested per 100 foot of depth, the Contractor shall at their own expense, correct the plumbness and alignment if it fails AWWA A100-06.

If the cased part of the well cannot meet these criteria, the well shall be corrected at the Contractor's expense or abandoned because of the fault of the Contractor and a new well will be constructed at no additional expense to the Owner. The Contractor shall take care not to contact or damage the screen riser with the plummet or dummy if the plumbness and alignment testing is conducted after the screen assembly is installed. The Contractor shall be responsible for correcting any damage to the screen assembly or replacing the well at the Contractor's expense if the screen riser is damaged during plumbness and alignment testing.

### **3.11 Well Disinfection**

The Contractor shall disinfect the well immediately following the recovery phase of the constant-rate pumping test, or as directed by Owner's Representative. The Contractor shall carry out



adequate cleaning procedures immediately preceding disinfection where evidence indicates that normal well construction and development work have not adequately cleaned the wells. All oil, soil, and other materials shall be removed from the well.

The well shall be disinfected in accordance with the requirements of OAR 690-210-380 and ANSI/AWWA C654, except as modified herein. The method of chlorination to be used shall consist of treating the water in the well casing using sodium hypochlorite to provide a chlorine residual of approximately 50 mg/L, circulating the chlorinated water within the well casing and pump column, and pumping the well to remove chlorinated water. The use of calcium hypochlorite is strictly prohibited. The quantity of chlorine compounds required to produce a chlorine residual of 50 mg/L may be calculated by multiplying the appropriate quantity shown in ANSI/AWWA C654, Appendix A, Table A.1 by the appropriate factor. The disinfection solution shall remain in the well for a minimum of 24 hours. The Contractor is responsible for ensuring that chlorinated water is not discharged to the storm sewer during the disinfection process, per the Water Management Plan.

### **3.12 Video Logging**

Contractor shall video log the entire length of the completed well from the top of the casing stickup to an anticipated depth of 240 feet bgs. The video logging survey shall be conducted after the well has been installed and tested. Video logging must be in color and have side-view capability without the use of mirrors. If the water column in the well is too cloudy, the Contractor shall flush the well with potable water and allow sufficient time for the well to become clear so that, in the opinion of the Owner's Representative, the video log will show sufficient detail. If the quality of the video does not meet the Owner's Representative's approval, the Contractor shall re-video the borehole at no extra expense to the Owner. The Contractor shall notify the Owner's Representative at least two days in advance of performing the video.

### **3.13 Well Surface Completion**

Upon completion of all work in connection with construction, development, testing, and disinfection, the Contractor shall cut off the casing squarely and neatly and install a welded cap at a minimum of 3 feet above grade. The Contractor shall install a 2-inch ID access pipe with a threaded cap to allow for water-level monitoring as part of the final wellhead completion.

Completion shall include the installation of three traffic-rated bollards or other control devices in an array surrounding the wellhead to ensure construction equipment or other vehicles do not impact the wellhead. The wellhead will likely be developed shortly after construction. As such, the Contractor shall work with the Owner or Owner's Representative to finalize the well completion.

### **3.14 Site Cleanup**

The Contractor shall complete final site cleanup, including but not limited to, removal of all drilling equipment, tools, and unused well materials at the conclusion of all work performed under this contract. The Contractor shall spread and level any residual drill cuttings and restore the site to pre-construction conditions as specified by the Owner or Owner's Representative. Site cleanup shall meet with the approval of the Owner.

Refer to Section 33 21 13A for additional Site Cleanup information.

## **4 Measurement and Payment**

For all unit price bid items, payment will be based on the actual quantities of each item used.

#### **4.01 Surface Seal**

The measurement unit for this work is Linear Feet (vertical) of 24-inch borehole drilled and completed as a surface seal. The measurement shall include all labor, equipment and materials. The value for payment shall be measured to the nearest foot. Measurement shall be taken from the ground surface to the bottom of the surface seal.

Payment shall be the unit price set forth in the Bid Form for Item No. 4 multiplied by the footage of 24-inch borehole drilled and sealed footage. If additional borehole drilling footage is required and approved by the Owner's Representative beyond what is indicated in these specifications, then the Contractor shall be reimbursed for the additional footage of borehole drilling at the unit price specified in the bid schedule submitted by the Contractor for this project.

#### **4.02 Borehole Drilling**

The measurement unit for this work is Linear Feet (vertical) of 20-inch borehole drilled and shall include all labor, equipment, and materials. The value for payment shall be measured to the nearest foot. Measurement shall be taken from the bottom of the 24-inch borehole to the bottom of the 20-inch borehole.

Payment shall be the unit price set forth in the Bid Form for Item No. 5 multiplied by the 20-inch drilled borehole footage. If additional borehole drilling footage is required and approved by the Owner's Representative beyond what is indicated in these specifications, then the Contractor shall be reimbursed for the additional footage of borehole drilling at the unit price specified in the bid schedule submitted by the Contractor for this project.

#### **4.03 Temporary Casing and Drive Shoe**

No specific payment will be made for installing (or removing) temporary casing. Measurement and payment for borehole footage drilled (Bid Form for Item No. 5) shall be full compensation for borehole intervals utilizing temporary casing to maintain the borehole during drilling.

The measurement unit for the 20-inch diameter drive shoe is Lump Sum. Payment shall be made at the unit price shown on the Bid Form for Item No. 6, and shall include all labor and incidental materials for welding the drive shoe to the temporary casing.

#### **4.04 Well Screen and Filter Pack Design**

The measurement unit for this work is Lump Sum for all work associated with well screen and filter pack design, and shall include all labor, equipment, and laboratory soil sieving fees. Measurement shall be completion of well screen and filter pack design.

The lump sum price for well screen and filter pack design shall be as set forth in the Bid Form for Item No. 7.

No separate payment will be made for the time during the period when the formation samples are being analyzed and screen assembly is being designed, ordered, fabricated and delivered.

No separate payment will be made for the time during the period when the filter pack material is designed, ordered, and delivered.

#### **4.05 Drive Shoe Cut**

The measurement unit for this work is Lump Sum, and shall include all tools, labor, and incidental supplies needed to cut the drive shoe at the bottom of the 20-inch temporary casing string.

Lump sum price for the drive shoe cut shall be as set forth in the Bid Form for Item No. 8. There will be no additional payment for rig time, idle time or standby time for work associated with tooling set-up or removal or while the shoe is being cut.

#### **4.06 Well Screen Assembly**

The measurement unit for this work is Linear Feet (vertical) of well casing (tailpipe) or screen installed, and shall include all labor, equipment and materials. The value for payment shall be as measured to the nearest foot. Measurement shall be the total length of casing and screen installed.

Unit prices for payment of well casing and screen sections shall be those set forth in the Bid Form for Item No.'s 9 and 10 and include all labor, equipment and materials:

1. Item No. 9 – Furnish and install 16 inch dia. (nominal) stainless steel well casing
2. Item No. 10 – Furnish and install 16 inch dia. (nominal, pipe-size) stainless steel well screen.

Payment shall be the unit price for Item No. 9 multiplied by the total casing footage and the unit price for Item No. 10 multiplied by the total screen footage.

If additional casing or screen is required and approved by the Owner's Representative beyond what is indicated in these specifications, then the Contractor shall be reimbursed for the additional casing or screen on a per foot basis at the unit price specified.

#### **4.07 Filter Pack Envelope**

The measurement unit for this work is Linear Feet (vertical) of filter pack envelope installed, and shall include all labor, equipment and materials required to design and install the filter pack, and shall include consolidating and maintaining the filter pack envelope through casing pullback and preliminary development of the well. Measurement for payment shall be rounded to the nearest foot.

Payment shall be the unit price set forth in the Bid Form for Item No. 11 multiplied by the linear footage of filter pack envelope.

No separate payment will be made for the time while the filter pack material is added.

If additional filter pack is required and approved by the Owner's Representative beyond what is indicated in these specifications, then the Contractor shall be reimbursed for the additional filter pack on a per foot basis at the unit price specified.

#### **4.08 Well Development**

The measurement unit for this work is Hours as recorded by the Owner's Representative. Measurement for payment shall be rounded to the nearest ½-hour. Measurement begins when the equipment installed in the well is placed in operation and shall end when the operation is stopped at the direction of the Owner's Representative.

Payment shall be the unit price set forth in the Bid Form for Item No. 12 multiplied by the number of development hours completed. No payment will be made for time unrelated to development, including for example, standby time, repairs, equipment breakdown, tool fishing, and weather delays.

If additional time is required and approved by the Owner's Representative beyond what is indicated in these specifications, then the Contractor shall be reimbursed for the additional development time on a per hour basis at the per hour price specified.

#### **4.09 Plumbness and Alignment Test**

The measurement unit for this work/service is Lump Sum, and shall include all labor, equipment, and materials. Measurement includes completion and acceptance of tests.

The Owner's Representative shall be present to witness the plumbness and alignment tests of the well. There will be no payment for rig time, idle time, or Standby Time while tests are being run.

The lump sum price for payment shall be as set forth in the Bid Form for Item No. 13 for entire depth of the well.

The measurement unit for this work is Lump Sum for all work associated with well disinfection. Measurement shall be completion of disinfection.

#### **4.10 Well Video Survey**

The measurement unit for this work is Lump Sum for all work associated with the well video survey. Measurement shall be completion of the survey and delivery of the DVDs.

Lump sum price for the well video survey shall be as set forth in the Bid Form for Item No. 14.

There will be no additional payment for rig time or idle time while the survey is being conducted. Payment will not be made if the video is poor quality or the video does not cover the specified depth interval. The Contractor will not be paid for standby time while the well is being flushed and/or while the Contractor is waiting for the well to clear.

#### **4.11 Well Disinfection**

The measurement unit for this work is Lump Sum for all labor, materials, and equipment associated with well disinfection. Measurement shall be completion of disinfection.

The lump sum price for well disinfection shall be as set forth in the Bid Form for Item No. 15.

#### **4.12 Well Surface Completion**

The measurement unit for this work is Lump Sum for all work associated with surface completion at the wellhead, and shall include all labor, equipment and materials. Measurement shall be completion of the well surface completion as specified.

The lump sum price for the surface completion shall be as set forth in the Bid Form for Item No. 16.

#### **4.13 Standby Time and Authorized Hourly Work**

The measurement unit for standby time and miscellaneous hourly work is Hours as recorded by the Owner's Representative. Measurement for payment shall be rounded to the nearest ½-hour.

Payment shall be those set forth in the Bid Form for Item No's. 17 and 18:

1. Item No. 17 – Standby Time
2. Item No. 18 – Preauthorized Hourly Work

Payment shall be the unit price for Item No. 17 multiplied by the number of standby time hours. Payment shall be the unit price for Item No. 18 multiplied by the number of miscellaneous work hours (Owner's Representative's discretion).

Measurement and payment for hourly work includes work authorized by the Owner's Representative and shall be at the bid hourly price. No separate measurement and payment under this bid item will be made for drill rig work that is covered by other bid items for drilling operations, grouting, casing and screen installation, plumbness and alignment testing, well development, or test pump installation or removal.

END OF SECTION

SECTION 33 21 13C  
PRODUCTION WELL AQUIFER TESTING

**1 General**

**1.01 Scope of Work**

The Contractor shall conduct aquifer testing upon completion of the well construction and development, in accordance with these specifications. Testing shall be conducted by the Contractor in three phases:

1. Step-rate test;
2. Constant-rate test; and
3. Recovery monitoring.

Prior to conducting the aquifer testing, the Contractor shall provide one week's notice to the Owner's Representative so that the Owner can mobilize a sampling team to order sample bottles for collection water quality samples during the test. The Contractor shall provide the necessary equipment to carry out the aquifer tests as directed by the Owner's Representative including, but not limited to, test pump installation, operation, and removal; discharge piping installation and removal; flow-recording apparatus; and a generator (if necessary). The proposed pump depth setting shall be reviewed by the Owner's Representative prior to installing the pumping equipment.

**1.02 Discharge of Test Water**

Discharge of aquifer test water shall be to a nearby storm drain, estimated to be 150 feet north of the drilling site. The Contractor shall provide a temporary pipeline to the point of discharge that is secure and does not pose a hazard to City employees, visitors or nearby residents. The Contractor shall comply with requirements of the Erosion Control and Water Management Plan.

**2 Materials**

**2.01 Equipment**

The Contractor shall provide all equipment (pumps, piping, meters, valves, soft motor control, etc.) to successfully complete the pump test under the conditions described in the Specifications. All test pumping equipment furnished by the Contractor shall remain the property of the Contractor and shall be removed from the well site upon completion of the testing.

**3 Execution**

**3.01 General**

Failure of the Contractor's equipment during the step-rate test or the constant-rate test shall negate that particular test, and the test shall be repeated at the Contractor's expense. The Contractor shall receive no payment for a failed test.

**3.02 Step-Rate Test**

The step-rate test shall consist of operating the pump at up to four different rates, as directed by the Owner's Representative, with up to 1.5 hours of pumping at each step rate. Each pumping step will be performed sequentially with no shutdown between steps; the pumping rate shall be increased for each consecutive step. For planning purposes, the step rates are estimated to be

175, 350, 525, and 700 gallons per minute. The Contractor shall exercise care to ensure that the discharge rate at each step remains constant. Fluctuation in the discharge rate during a given step of greater than five (5) percent shall subject the test to termination as a failed test at the discretion of the Owner's Representative. The Contractor shall end the failed test and shall restart the test after recovery of the water level in the well to one-half (0.5) foot of the pre-test static water level or within ninety-five (95) percent of its pre-test water level, whichever is least. If the facilities and systems assembled by the Contractor fail to perform to the minimum standards of these specifications, the step-rate test shall be repeated at no cost to the Owner.

### **3.03 Constant-Rate Aquifer Test and Recovery Monitoring**

Upon satisfactory completion of the step-rate test and recovery of the water level in the production well to within 0.5 foot of the previously recorded static water level, or within 95 percent of its pre-static water level, whichever is least, the constant-rate aquifer test shall begin at the pumping rate and time of day specified by the Owner's Representative.

The constant-rate aquifer test shall continue without interruption for the period of time specified herein and the discharge rate shall not fluctuate more than five (5) percent. For bidding purposes, the constant-rate pumping test shall be conducted for a period of up to 24 hours (1 day) at a constant rate of up to 650 gpm. A total of 24 hours (1 day) also is required for the recovery portion of the pump test. Failure of the Contractor's equipment during the test and/or fluctuation in the discharge rate greater than five (5) percent shall void the test and the Contractor shall receive no payment for a failed test. After a failed test, the Contractor shall restart the test after recovery of the water level in the well to one-half (0.5) foot of the pre-test static water level or within ninety-five (95) percent of its pre-test water level, whichever is least, and continue the test for the specified period.

All aquifer test pumping equipment furnished by the Contractor shall remain their property and be removed from the well site upon completion of testing. The Contractor shall not remove the pumping equipment from the well until the test is 100 percent completed (i.e., after the recovery period), or as directed by the Owner's Representative.

After removal of the test pumping equipment from the well, the Contractor shall check the level of the filter pack, and add more material if needed in accordance with 33 21 13B, Section 3.07.

### **3.04 Test Pump Requirements**

The Contractor shall furnish, install, and remove a test pump capable of pumping at rates up to an estimated 700 gpm with an intake setting at a depth of 185 feet bgs and maximum anticipated pumping water level of 160 feet bgs. Pump curves shall be submitted to the Owner's Representative for approval prior to initiating work. The test pump shall be capable of producing and maintaining this flow during the pumping test with all the controls, water meter, and temporary pipeline assembled. The static water level is estimated to be at a depth of 65 feet below ground surface. The pump shall be equipped with a foot-valve or backflow prevention device to prevent water in the pump column from flowing back down into the well at the time of pump shutdown.

Power is available at the existing Dutch Canyon Well site (in the existing building or onsite generator). The Contractor shall determine whether there is sufficient power available to operate and maintain the test pump during the duration of the test. If power at the site is not sufficient, the Contractor shall provide the power for the pump test using a Multiquip WhisperWatt generator or equivalent with a sound level at full load of 65 to 68 dBA at 23 feet.

### **3.05 Water Sampling, Flow Control, and Water Level Monitoring**

The Contractor shall furnish and operate the equipment necessary to obtain water samples at the wellhead, measure and record the pump flow while discharging the water, measure the sand content of the discharge water (Rossum sand tester), and measure water levels.

The Contractor shall provide a calibrated instantaneous and totalizing flow meter and/or an orifice weir with manometer tube to measure pumping rates. The flow meter shall be accurate to within 2 percent of the anticipated range of flow rates occurring during each specified test. The orifice weir and manometer tube shall be properly constructed and installed using proper pipe diameters, setbacks, and orifice plates for the anticipated rate of flow. Technical specifications and calibration sheets of metering equipment shall be submitted to the Owner's Representative for approval prior to initiating the tests.

The Contractor shall also furnish a Rossum sand tester and a sampling spigot on the discharge pipe at the well head.

The Contractor shall furnish and install two temporary minimum 1¼-inch ID PVC drop pipes to (1) accommodate a water-level sounder, and (2) accommodate a pressure transducer. The drop pipes shall be approximately 170 feet in length, and the bottoms perforated and capped. At least one pump-tender shall be on hand at all times to ensure the pump and generator are operating and to take manual water-level measurements throughout the test at intervals specified by Owner's Representative. The pump-tender shall immediately notify the Owner's Representative in the event of pump or generator failure and the pump shall not be restarted until water levels in the well have recovered, except at the direction of the Owner's Representative.

The discharge rate during pump testing cannot fluctuate more than five (5) percent; therefore instrumentation used by the Contractor shall be sufficiently accurate to measure a one (1) percent change in the discharge rate. The equipment and set up shall meet the approval of the Owner's Representative.

### **3.06 Temporary Pipeline**

The Contractor shall furnish, assemble, and disassemble, a temporary aboveground pipeline of sufficient capacity to permit the test pump to develop the required flows during the aquifer test. Water discharge may require 150 feet or more of temporary pipeline. The pipeline shall remain the property of the Contractor and be removed from the well site after completion of the aquifer tests, or as directed by the Owner's Representative. The pipeline route shall be approved by the Owner's Representative. The Contractor shall secure the portions of the pipeline outside of the site fencing so that the Contractor can manage the security of the pipeline and so that it does not create a hazard to foot and/or vehicular traffic.

The temporary pipeline shall be sufficiently watertight to prevent damage to the drill site and easements. The ends and joints in the pipeline shall be restrained if necessary to prevent movement or separation of the pipeline during the test pumping.

### **3.07 Required Measurements**

During each step of the step-rate test and during the constant-rate aquifer test, the Contractor shall monitor and record the flow rate, total volume (cubic feet or gallons) pumped, and pumping water level using an electronic water level meter. The time and date each measurement is made shall also be recorded. The Contractor shall read and record all water levels relative to a common measuring point that the Contractor shall document on the record. The measuring point to be used for the water level measurements shall be subject to the approval of the Owners



Representative. Manual water level measurements shall be made and recorded to an accuracy of one-hundredth of a foot (0.01 foot).

The monitoring intervals for the water-level readings for the **step-rate test** are as follows:

Time after pump started or after step-rate increase (min)	Monitoring intervals (min)
0 to 10	1
10 to 60	5
> 60	15

The monitoring intervals for the water-level readings for the **constant-rate test** are as follows:

Time after pump started for constant-rate test (min)	Monitoring intervals (min)
0 to 10	1
10 to 60	5
60 to 240	30
> 240	60

The Contractor may remove the test pumping equipment from the well after the well has recovered to within 95 percent of the pre-test water level or with approval from the Owner's Representative.

#### **4 Measurement and Payment**

##### **4.01 Furnish, Install and Remove Test Pump and Appurtenances**

The measurement unit for this work is Lump Sum, and shall include all materials, equipment, and labor. Measurement for payment shall be completion of the aquifer tests.

Payment shall be the lump sum price set forth in the Bid Form for Item No. 19. No payment will be made for running equipment into or out of the well. No payment shall be made for the recovery testing periods following the step test (anticipated to be a maximum of 24 hours) or for the recovery period following the constant rate test (anticipated to be up to 72 hours). No payment will be made for delays resulting from equipment stuck in the well, arranging major drilling, pumping, or testing apparatus, or failure to conduct the operations in a diligent and workmanlike manner by which the desired results could ordinarily be expected.

##### **4.02 Test Pumping**

The measurement unit for this work is Hours as recorded by the Owner's Representative. Measurement for payment shall be rounded to the nearest ½-hour. The time recorded for payment shall commence when the pumping and discharge equipment is installed and are placed in operation, and shall end when the operation is stopped at the direction of the Owner's Representative.

Payment shall be the unit price set forth in the Bid Form for Item No. 20 multiplied by the number of aquifer testing hours completed. No payment will be made for running equipment into or out of the well. No payment shall be made for the recovery testing. No payment will be made for delays resulting from equipment stuck in the well, equipment breakdown, arranging major drilling, pumping, or testing apparatus, or failure to conduct the operations in a diligent and workmanlike manner by which the desired results could ordinarily be expected.

In the event that the step-rate test and/or the constant rate tests are run longer than the times specified, and as approved by the Owner's Representative, then the Contractor shall be paid for the additional time (including equipment rental if applicable) at the hourly unit price specified.

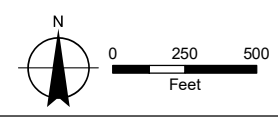
END OF SECTION

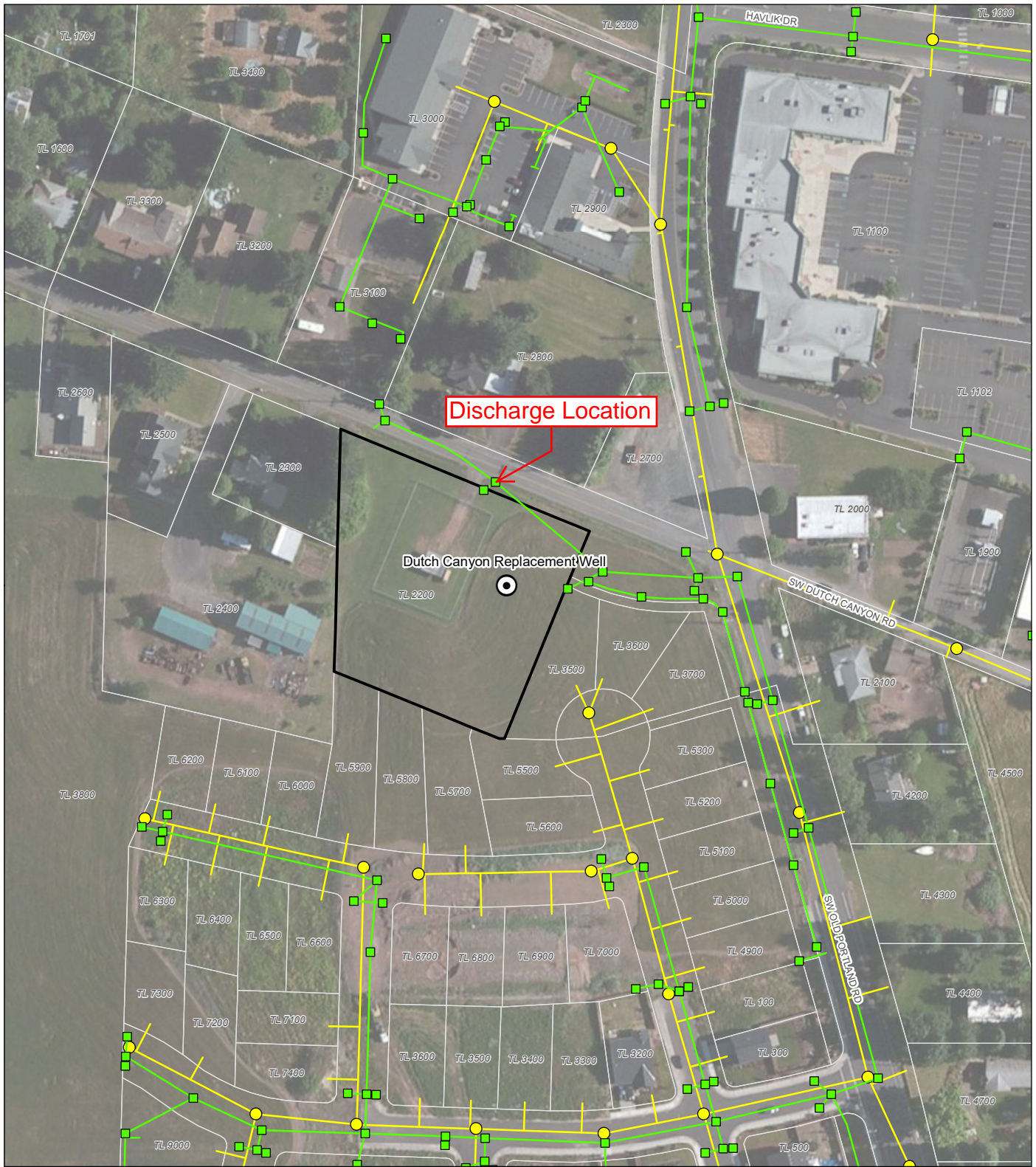


- LEGEND**
- Proposed Replacement Well
  - Site
  - Scappoose City Limits
  - Watercourse

**MAP NOTES:**  
 Date: 1/10/2017  
 Data Sources: FEMA, USGS, US BLM, ESRI, Aerial photo taken on June 30, 2014 by the USDA

**FIGURE 1**  
**Site Location Map**  
**Dutch Canyon Well Site**  
 Scappoose, Oregon





**LEGEND**

- 
- Proposed Replacement Well
- Site
- Storm Manhole/Catch Basin
- Tax Lot (TL)
- Storm Conveyance Pipe
- Sanitary Manhole
- Sanitary Gravity Main

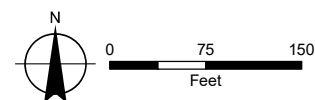
**MAP NOTES:**

Date: 1/10/2017  
 Data Sources: City of Scappoose, Columbia Co, GIS, ESRI, Aerial photo taken on June 30, 2014 by the USDA

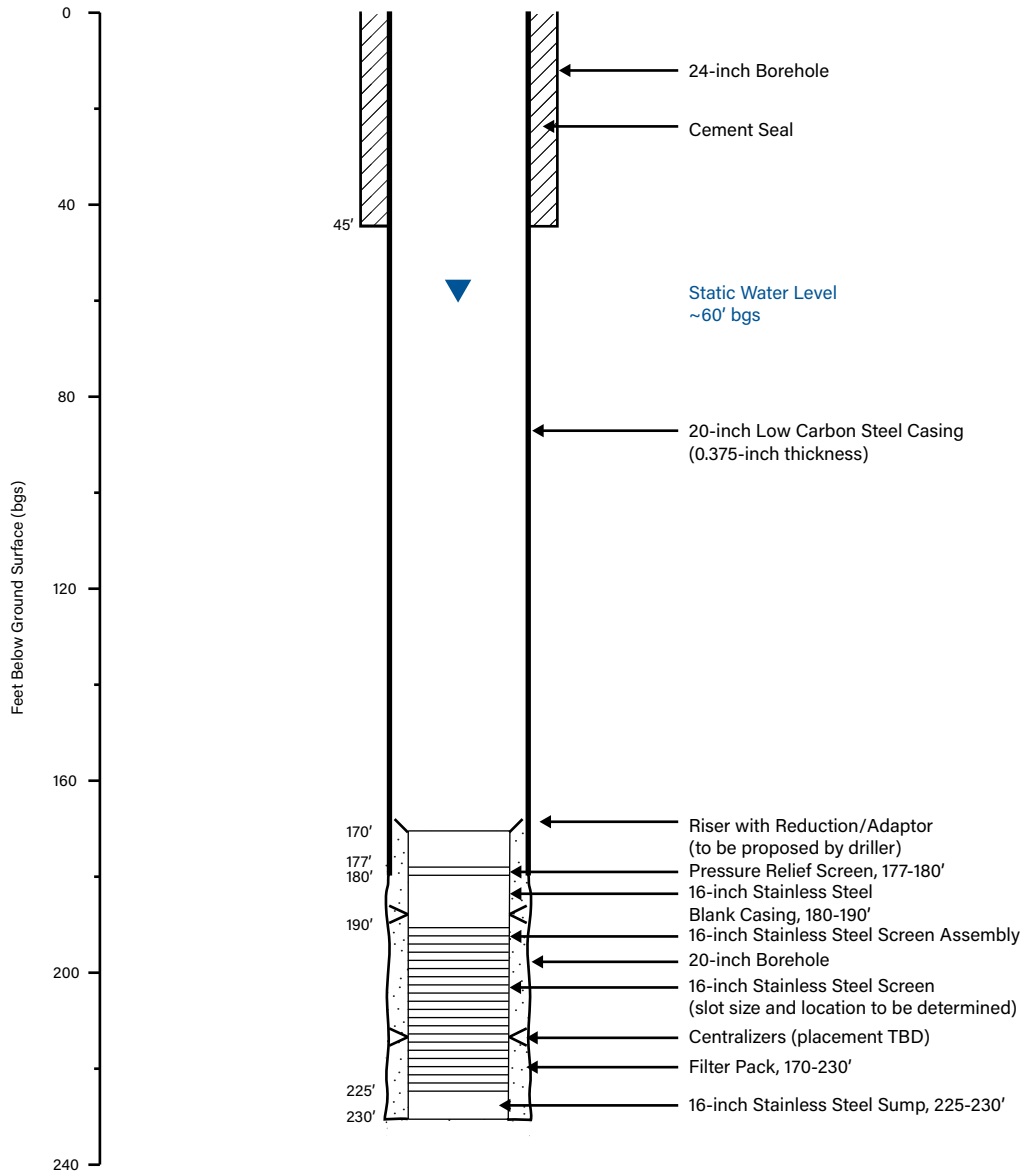
Document Path: P:\Portland\547-Scappoose\009 Dutch Canyon Replacement Well\Project\_GIS\Project\_mxds\OHA\_Application\Figure2\_Replacement\_Well\_Location.mxd

**FIGURE 2**

**Replacement Well Location**  
 Scappoose, Oregon



## DUTCH CANYON REPLACEMENT WELL



**NOTE:**

Actual screen location and slot size to be determined based on geologic conditions encountered during drilling.

**FIGURE 3**

**Conceptual Design Schematic  
Dutch Canyon Replacement Well**

City of Scappoose, Oregon



**SECTION 6**  
**BID FORMS**

## **SECTION 6 - BID FORMS**

- 1. Identification of Bidder**
- 2. Receipt of Addenda**
- 3. Certificate of Compliance with Tax Laws**
- 4. Resident Bidder**
- 5. Bidder's Qualifications**
- 6. Bid Price Form**

**Also included:**

- 7. First Tier Subcontractor Disclosure**
- 8. Bid Bond Form**

**Sample Contract**

**Sample Performance and Payment Bonds**

**1. IDENTIFICATION OF BIDDER**

Name of Offeror: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

1. What form of business is your organization? (Check one)

Sole Proprietorship

Partnership ( Limited  General  Joint Venture)

Corporation

Other, please specify: \_\_\_\_\_

2. If a corporation, when and where was your organization incorporated?

\_\_\_\_\_

3. If a limited partnership, when and where is your organization certified?

\_\_\_\_\_

4. If not certified or incorporated in Oregon, is your organization authorized to do business in Oregon?

Yes  No

5. State of Oregon Certified DBE/MBE/WBE/ESB Firm?

Yes

No

If yes, please provide State of Oregon Office of Minority, Women and Emerging Small Business (OMWESB) Certification Number: \_\_\_\_\_

(For information on certification contact OMWESB at: 503-986-0069)



Because of the fact that federal funds may be utilized to pay for the goods and/or services to be acquired through this contract, the following additional information is required to be provided.

6. What are the annual gross receipts of your firm? Please respond by indicating which bracket the total would fit in.

- Less than \$500,000
- \$500,000 to \$1,000,000
- \$1,000,000 to \$2,000,000
- \$2,000,000 to \$5,000,000
- Greater than \$5,000,000

**2. RECEIPT OF ADDENDA**

ADDENDA RECEIVED (If none received, write "None Received"):

Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

**3. Certificate of Compliance with Tax Laws**

I, the undersigned, acting in behalf of myself/duly authorized to act in behalf of

\_\_\_\_\_ (company name),  
hereby certify, under penalty of perjury as provided in ORS 305.385(6), that I am, or the above firm, corporation, or partnership is, to the best of my knowledge, not in violation of any Oregon tax law. For purposes of this certificate, "Oregon Tax Laws" are at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200–403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title or Representative Capacity: \_\_\_\_\_

**4. STATEMENT OF RESIDENCY**

The bidder shall state whether the bidder is a "resident bidder" of the State of Oregon or a "nonresident bidder."

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

"Nonresident bidder" means a bidder that is not a resident bidder as defined by ORS 279A.120.

The bidder shall check the appropriate box:

Resident bidder

Nonresident bidder

If the bidder checked the box entitled "Nonresident bidder," the bidder shall state in which state, if any, it resides. If the bidder does not reside in any state, it shall state "None."

The nonresident bidder resides in the State of \_\_\_\_\_.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(print)

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

**5. Bidder's Qualification**

**Project: Dutch Canyon Production Well**

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)

---

---

The Contractor's superintendent at the job site will be (give full name): \_\_\_\_\_

---

The Bidder shall have successfully completed projects of a similar size and scope as required by the contract documents for this project. In evaluating whether the projects were "successfully completed," the Owner may check owner references for the previous projects and may evaluate the owner's assessment of the Bidder performance, including but not limited to the following areas:

- Quality Control
- Safety Record
- Timeliness of performance
- Use of skilled personnel
- Management of subcontractors
- Availability and use of appropriate equipment
- Compliance with contract documents
- Management of submittals process, change orders, and close out

The Bidder shall submit a list of three projects of similar size and scope to this project completed in the last two years. For the purpose of meeting this criterion, the Owner has determined that "similar in size and scope to this project" means projects that have the following characteristics:

Three municipal well construction projects, including drilling, construction and testing wells at least 250 feet in depth.

The last three projects completed or substantially completed by our company involving similar work are as follows:

1. Project Name: \_\_\_\_\_  
 Dollar amount of Contract: \$ \_\_\_\_\_  
 Owner: \_\_\_\_\_  
 Owner's Representative: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Contractor's Superintendent on this Project: \_\_\_\_\_  
 Brief Description of Project Scope: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Project Name: \_\_\_\_\_  
Dollar amount of Contract: \$ \_\_\_\_\_  
Owner: \_\_\_\_\_  
Owner's Representative: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contractor's Superintendent on this Project: \_\_\_\_\_  
Brief Description of Project Scope: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Project Name: \_\_\_\_\_  
Dollar amount of Contract: \$ \_\_\_\_\_  
Owner: \_\_\_\_\_  
Owner's Representative: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contractor's Superintendent on this Project: \_\_\_\_\_  
Brief Description of Project Scope: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Bid Price Form**

Company Name: \_\_\_\_\_

Bidders shall insert a price for each line item specified and shall calculate and insert the extended amount where appropriate on the bid form. Failure to provide prices for each line item may render the bid non-responsive and cause it to be rejected.

**The Total Bid Price shall be the sum total for completing all work set forth in the bid documents. It shall constitute the maximum compensation for all work to be performed pursuant to the Contract.**

The undersigned bidder submits this bid to the City in accordance with this Invitation to Bid (ITB). The undersigned agrees that this bid constitutes a valid firm offer that shall not be withdrawn sooner than sixty (60) days after bids are opened.

This bid incorporates by reference, as if fully set forth in the bid, the full content of the ITB.

The person signing this Bid Form for the bidder certifies that he or she is authorized by the bidder to sign on the bidder's behalf, and that the bidder shall be bound contractually by that signature.

The documents enclosed with this bid shall be made a part of the contract if the contract is awarded to this bidder. This bid is made without connection with any other person, firm, or corporation making a bid for the same contract, and is in all respects fair and without collusion or fraud.

State of Oregon (ORS 279C.800 – 279C.870) prevailing wage rates will apply to all work performed under this Contract. The bidder hereby certifies by submission of its bid that it will comply with payment of prevailing rate of wage.

Per ORS 279C.825, **CITY is required to pay the BOLI FEE** of 0.1% of the contract price. By submitting its bid, the bidder hereby acknowledges that this fee **has NOT been** included in the Total Bid Price for this project.

Date: \_\_\_\_\_

Construction Contractor Board # \_\_\_\_\_  
**(Required – See GP 00207)**

Name of Firm: \_\_\_\_\_

Tax ID # \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Fax: \_\_\_\_\_

**DUTCH CANYON PRODUCTION WELL BASE BID FORM**

Bid Form Item No.	Items of Work and Materials	Approx. Quantity	Units	Unit Price	Extended Price
1	Mobilization and Demobilization including all equipment and incidental items for installing a new production well, and site cleanup.	1	Lump Sum	\$	\$
2	Erosion Control.	1	Lump Sum	\$	\$
3	Turbidity Reduction and Water Management.	1	Lump Sum	\$	\$
4	Drill 24-inch borehole and complete surface seal.	45	Linear Feet	\$ /foot	\$
5	Drill minimum 20-inch diameter hole and furnish, install and remove temporary casing, as needed.	185	Linear Feet	\$ /foot	\$
6	Furnish and install 20-inch diameter drive shoe	1	Lump Sum	\$	\$
7	Complete well screen and filter pack design.	1	Lump Sum	\$	\$
8	Drive shoe cut	1	Lump Sum	\$	\$
9	Furnish and install 16-inch nominal 0.375 wall stainless steel casing (blank casing and sump).	22	Linear Feet	\$ /foot	\$
10	Furnish and install 16-inch pipe size stainless steel wire-wrap screen (provide manufacturer's specifications).	38	Linear Feet	\$ /foot	\$
11	Furnish and install filter pack assuming 60 feet. Cost includes casing pullback.	60	Linear Feet	\$ /foot	\$
12	Conduct well development.	32	Hours	\$ /hour	\$
13	Conduct plumbness and alignment testing.	1	Lump Sum	\$	\$
14	Perform video inspection of well casing and screen.	1	Lump Sum	\$	\$
15	Perform well disinfection.	1	Lump Sum	\$	\$
16	Perform production well surface completion.	1	Lump Sum	\$	\$
17	Standby time.	8	Hours	\$ /hour	\$
18	Preauthorized hourly work.	8	Hours	\$ /hour	\$
19	Furnish, install and remove power for pump, test pump, temporary discharge line, and valves and appurtenances.	1	Lump Sum	\$	\$
20	Run step-rate test and constant-rate test.	30	Hours	\$ /hour	\$

**TOTAL BASE BID PRICE – ITEM NO.'S 1 THROUGH 20: \$**

Total Base Bid Price – Item No.'s 1 through 20:  
 \$ \_\_\_\_\_ (Figures)

\_\_\_\_\_ Dollars

and \_\_\_\_\_ cents (Written)

The Grand Total Bid Amount shall be presented both in words and figures for the total bid amount of the Dutch Canyon Production Well Base Bid Form. In the event of discrepancy, the amount shown in words shall dictate. **Award will be partially based on the lowest responsive Grand Total Bid Amount.**



The Contractor acknowledges that quantities shown on the Bid Forms are estimates only and actual quantities will be determined upon final well design and decommissioning. Final payment will be based on actual quantities determined as per the Contract Documents.

**7. FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

<b>Project Name:</b>			
<b>Bid No:</b>			
<b>Date and Time Set for Receipt of Sealed Bids:</b> _____ (Date) (Time)			
This form MUST be submitted at the location specified in the Invitation for Bids within two (2) working hours after the date and time set for receipt of sealed bids per ORS 279C.370. List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the subcontract dollar value and the category of work that the subcontractor will be. Enter "NONE" if there are no subcontractors that need to be disclosed. (Attach additional sheets if needed.)			
<b>Name of Subcontractor</b>	<b>Subcontract Dollar Value</b>	<b>Category of Work</b>	<b>M/W/ESB Firm? Yes/No</b>
The above listed first-tier subcontractor(s) are providing labor or labor and materials with a dollar value equal to or greater than:			
<ul style="list-style-type: none"> <li>a) Five percent (5%) of the total contract price, but at least \$15,000 (including all alternates). If the dollar value is less than \$15,000 do not list the subcontractor above; or</li> <li>(b) \$350,000 regardless of the percentage of the Total Contract Price</li> </ul>			
<b>Failure to submit this form by the disclosure deadline will result in rejection of the bid as non-responsive. A nonresponsive bid will not be considered for award.</b>			
<b>Form Submitted By:</b> _____ (Bidder Name)			
<b>Contact Name:</b> _____		<b>Phone No. :</b> _____	

**CONTRACT No.**

**CITY OF SCAPPOOSE**  
**PUBLIC IMPROVEMENTS CONTRACT**  
**for**  
Dutch Canyon Production Well

This Contract is by and between the City of Scappoose ("City") and ("Contractor").

1. Term

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from \_\_\_\_\_, 2017, to \_\_\_\_\_, 2018.

2. Scope of Services

The duties and responsibilities of the Contractor (hereinafter referred to as the "Services"), including a schedule of performance, shall be as described in Exhibit A, which is attached hereto and incorporated herein by reference. Any changes to the Agreement, including the Scope of Work in Exhibit A shall be in writing, signed by both parties, and shall be attached to and become a part of this Agreement.

3. Payments

City of Scappoose shall pay the Contractor, upon the submission of invoices, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted. City of Scappoose shall pay the Contractor within thirty (30) days of the receipt of a properly completed and submitted invoice. The Contractor may submit no more than one invoice per month.

Notwithstanding any other additional requirements of this Contract, invoices shall contain the contract number, the date(s) supplies were delivered or services were furnished; a detailed description of the supplies or services furnished, and a price breakdown showing contract prices and units. All invoices shall be submitted to City of Scappoose's Finance Department as follows:

City of Scappoose  
Accounts Payable  
33568 E. Columbia  
Scappoose, OR 97056

Failure to strictly comply with this provision may result in a delay in payment.

4. Type of Contract and Compensation

This is a requirements contract for the goods and services specified. The quantities of goods and services specified are estimates only and are not purchased by this Contract. City of Scappoose is not obligated to purchase goods of the type covered by this Contract exclusively from Contractor. Except as this Contract may otherwise provide, quantity variance between "estimated" and actual orders placed shall not constitute the basis for an equitable price adjustment.

**Contract compensation shall not exceed \$** .

5. Insurance

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to City of Scappoose within ten (10) days after award of this contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify City of Scappoose for any liability or damages that City of Scappoose may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below. Contractor shall have the right to provide a self-insured retention for these coverages in an amount not-to-exceed \$2,000,000.00.

(1) **Commercial General Liability Insurance**

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$3,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

(2) **Business Auto Liability Insurance**

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$1,000,000.00 per person; \$1,000,000.00 per accident; and
- (b) Property damage: \$1,000,000.00 per accident.

(3) **Worker's Compensation Insurance**

Oregon statutory workers' compensation and employer's liability coverage, including broad form all states protection, if applicable, voluntary compensation and Federal endorsement. Employer's liability coverage shall have the following limits:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident
- (b) Bodily Injury by Disease \$1,000,000.00 each employee
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

Failure of City to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- (1) Include (as evidenced by endorsement) City and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Professional Liability and Worker's Compensation policies);
- (2) Require Contractor to give City not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;

- (3) Insurance policies shall be purchased only from insurance companies that meet City A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- (4) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract.
- (5) Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

## **6. Indemnification**

- A. To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless, and defend City, its elected officials, officers, employees, and agents from and against all claims, demands, losses, suits, damages, losses, attorney fees, and costs of every kind and description and expenses incidental to the investigation and defense thereof, resulting from, based upon or arising out of, or incidental, or in any way connected with any act, omission, fault or negligence in whole or in part of Contractor, its agents, contractors, sub-contractors, or employees in the performance or nonperformance of Contractor's obligations under this Contract.

The obligations of Contractor under this provision will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.

- B. This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which City and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that City may release such funds if the Contractor provides City with adequate assurance of the protection of City's interests. City shall be the sole judge of whether such assurances are adequate.

## **7. Termination for Convenience**

City may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. City of Scappoose will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to City its termination claim for payment. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and return it to City in the manner that City directs.

**8. Termination for Default**

- A. City may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract; or (iii) Perform any of the other provisions of this contract.
- B. City's right to terminate this contract under subdivision (A) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing by the Contract Administrator) after receipt of the notice from the Administrator specifying the failure.
- C. If City terminates this contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to City for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- D. Contractor shall be paid the contract price only for completed supplies or services delivered and accepted. If it is later determined by City that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, City may allow Contractor to continue work, or may treat the termination as a termination for convenience.
- E. The rights and remedies of City in this Article are in addition to any other rights and remedies provided by law or under this Contract.

**9. Applicable Law and Jurisdiction**

This Contract shall be governed by Oregon law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any suit or action arising from this Contract shall be commenced and prosecuted in the courts of Columbia County, Oregon or the U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

**10. Waiver and Nonwaiver**

- A. A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. City's acceptance of goods or services, or payment under this Contract, shall not preclude City from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this Contract.

- B. Both parties having had the opportunity to consult an attorney regarding the provisions of this Contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

**11. Mediation**

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Scappoose, or St. Helens, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

**12. Severability/Survivability**

If any of the provisions contained in this Contract are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are affected. All provisions concerning indemnity survive the termination or expiration of this Contract for any cause.

**13. Intellectual Property**

Contractor shall hold harmless, defend and indemnify City, its directors, officers, employees and agents from any loss of any kind, based on a claim that the work performed, or products provided hereunder, including material(s) or any part thereof, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials. Such indemnification shall include all damages and costs incurred by City as the result of the claim, including attorney fees and expert witness fees.

**14. Inspection of Services**

City has the right to inspect and test all supplies/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. City shall perform inspections and tests in a manner that will not unduly delay the work.

If any of the supplies or services do not conform with contract requirements, City may require the Contractor to replace the supplies or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in supplies or services cannot be corrected by re-performance, City of Scappoose may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the supplies/services performed.



If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, City may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by City or (2) terminate the contract for default.

**15. Title and Risk of Loss**

If this Contract is for the supply of goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by City and an authorized City employee or agent has taken possession of them. Title to goods shall pass to City upon City's payment for those goods. If this Contract is for the rental or lease of Contractor's goods, the Contractor shall bear the risk of loss to Contractor's goods. Contractor agrees to carry insurance to cover any such losses. Title to the Contractor's goods shall remain with Contractor while goods are in City's possession. If this Contract is for the repair or servicing of City of Scappoose owned goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by City and an authorized City employee or agent has taken possession of them. Title to City owned goods shall remain with City while goods are in Contractor's possession. Contractor agrees to carry insurance to cover any losses/damages to City's goods while in Contractor's possession.

**16. Acceptance, Rejection, and Revocation of Acceptance**

If this Contract is for the supply of goods or equipment, then City shall be deemed to have accepted goods only after the goods have been delivered by Contractor, and City has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, City may reject any goods that fail to conform to the requirements of this Contract. City may revoke its acceptance of goods that fail to conform to this Contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if City has started using the goods before discovering that they do not conform to the contract. Upon request by City, Contractor shall replace or repair to City's satisfaction any goods that have been rejected by City or the acceptance of which has been revoked by City under this Paragraph. Failure to replace or repair those goods within a reasonable time after City's request shall be a material breach of this Contract.

**17. Audit and Inspection of Records**

A. Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of City, to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Contract until the expiration of three (3) years after final payment under this Contract.

- B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that City, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor.
- C. The periods of access and examination described in subparagraphs A and B of this Section for records that relate to (1) disputes between City and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

**18. Project Managers**

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or, proposed changes, City shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing

City's Project Manager for this Contract is: **Darryl Sykes** at **(503)369-0297**

Contractor's Project Manager for this Contract is \_\_\_\_\_ at ( ) - \_\_\_\_\_

**19. Notices and Communications**

All notices and other communications concerning this Contract shall be written in English and shall bear the contract number assigned by City. Notices and other communications may be delivered personally, by telegram, facsimile, or by regular, certified or registered mail.

A notice to City will be effective only if it is delivered to that person designated in writing in either a) the Notice of Award of this Contract, b) the Notice to Proceed under this Contract, or c) to another individual specifically designated by this Contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the contract or in a written notice to City.

**20. Contractor's Status and General Responsibilities**

Contractor is an independent Contractor for all purposes and is entitled to no compensation from City other than that provided by this Contract. Contractor shall inform City of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees or agents of City as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of City for any purpose whatsoever, nor are they authorized to do so.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this Contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill, and shall be responsible for selecting the means of contract performance. If, during or after the term of this Contract, Contractor learns of any actual or potential defect in the services provided under this Contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this Contract or of Federal, state, or local law, Contractor shall inform City immediately in writing with a full description of the defect, problem, or nonconformance.

**21. Assignment and Sub-contracting**

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this Contract without the prior written consent of City. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

**22. Prompt Payment**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from City. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City.

**23. Liens Prohibited**

Contractor shall not permit any lien or claim to be filed or prosecuted against City, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor's sole expense.

**24. Nondiscrimination**

During the term of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability or national origin.

**25. Hours of Labor – Goods and Services**

Pursuant to ORS 279B.020, ORS 279B.235, and ORS 279C.520 the Contractor shall pay employees for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

Workers will be paid not less than the applicable prevailing wages rates in accordance with 279C.840.

If contractor fails to pay for labor or services, the agency shall pay and withhold these amounts from the payments due to the contractor. Daily, weekly, weekend and holiday overtime will be paid as required in ORS 279C.540, ORS 279C.515, 279C.520; OAR 839-025-0020(2).

Employer must provide a written schedule to employees showing the number of hours per day and days per week with the employee may be required to work. Employer must promptly pay for any medical services they have agreed to pay, ORS 279C.520, 279C.530; OAR 839-025-0020(2).

**26. Warranty**

Notwithstanding any express warranties provided elsewhere in this contract, the implied warranties of merchantability and of fitness for a particular purpose shall not be deemed to be excluded or modified, and contractor may not exclude or modify them. Contractor warrants that all goods provided under this contract are new, of high quality, and free from defects in design or manufacture. Goods provided under this contract shall be covered by any additional warranty customarily provided by Contractor or by the manufacturer of the goods.

**27. Compliance with Laws and Regulations**

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference.

When a project is subject to both the State of Oregon and Federal Prevailing Wage Rate Law, workers will be paid not less than the higher of the applicable state or federal rate. This does not apply to “residential construction” projects, ORS 279.830(1)(b), OAR 839-025-0020(4)(c), 839-025-0037.

Every contractor and sub-contractor must have a public works bond filed with the CCB before starting work on the project, unless exempt, pursuant to ORS 279C.836. Contractor shall also file a payment bond with the City as required by ORS 279C.380 and 279C.390.

Contractor acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of City under contract and that the individual employees and agents of Contractor may be treated as public officials under ORS244.020 (14). Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to Contractor's control when performing work under this Contract.

**28. Prohibited Interests**

No City Council member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned) shall have any direct or indirect interest in this contract or its proceeds during, or within one year after, that person's tenure with City, except to the extent such interest is permitted and disclosed as may be required under applicable law and City policy.

No City Council member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor shall not offer or give to any City Council member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and City policy.

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

29. **Safety**

Notwithstanding any safety provisions elsewhere in this contract, and in addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or that are required by City's Safety Department.

30. **Time of Essence**

Time is of the essence in this contract. Contractor's failure to deliver goods/services on time shall be a material breach of this contract. If Contractor fails to deliver goods/services on time, City, at its discretion, may procure those goods/services from another source. If the price paid by City for goods/services procured from another source under this Paragraph is higher than the price under this contract, Contractor shall pay City the difference between those prices. City may deduct that difference from any amount City owes Contractor.

31. **Paragraph Headings and Other Titles**

The parties agree that paragraph headings and other titles used in this Contract are for convenience only, and are not to be used to interpret this Contract.

32. **Integration, Modification, and Administrative Changes**

This Contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Contract may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. City reserves the right to make administrative changes to the contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

33. **Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for whom they sign to make this Contract.

34. **Certificate of Oregon Tax Law Compliance**

By signature hereto, both parties agree to this Contract as written. Contractor affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-

18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200–403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

**CONTRACTOR**

**CITY OF SCAPPOOSE**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Name:

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

Title:

Date: \_\_\_\_\_

Date:

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Federal Employer ID Number

**8. CITY BID BOND FORM**

**BOND NO.** \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ in the State of \_\_\_\_\_, and authorized as a surety in the State of Oregon, are hereby held and firmly bound unto the CITY (City), in the sum of ten percent (10%) of the amount of the TOTAL BID PRICE for performing well rehabilitation services, Contract No. \_\_\_\_\_, for the payment of which we bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is here with submitting his, her, or its Bid for furnishing ALL LABOR AND MATERIALS FOR CITY 'S DUTCH CANYON PRODUCTION WELL which Bid is incorporated herein by this reference;

NOW, THEREFORE, the condition of this bond is such that, if the Bid submitted by the Principal is accepted, and the Contract is awarded to the Principal, and if the Principal shall promptly and properly execute the contract and any required bonds, then this obligation shall be null and void; but if the Principal shall fail to promptly and properly execute the contract and any required bonds, the Principal and the Surety hereby agree to pay to the CITY the full sum hereinabove set forth, as liquidated damages, within ten (10) days after such failure.

SIGNED and SEALED this \_\_\_\_ day of \_\_\_\_\_, 2017.

Principal

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

Name: \_\_\_\_\_

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

Surety

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

Name: \_\_\_\_\_

Attorney in Fact  
(Attach Power of Attorney)



LABOR AND MATERIAL PAYMENT BOND

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, State of \_\_\_\_\_, and authorized as a surety in the State of Oregon, are held and firmly bound unto CITY (City), for the use and benefit of claimants as hereinafter defined, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, plus the total amount of any extra orders issued by City, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with City for DUTCH CANYON PRODUCTION WELL, Contract No. \_\_\_\_\_, which contract is by this reference made a part hereof;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the State Department of Employment Trust Fund or the Department of Revenue in connection with the performance of the contract.
2. The Principal and Surety hereby jointly and severally agree with City that every claimant, as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for such sum or sums as may be justly due claimant, and have execution thereon. City shall not be liable for the payment of any costs or expenses of any such suit or action.
3. No suit or action shall be commenced hereunder by any claimant:
  - (a) Unless the claimant has sent the written notice required under ORS 279C.605 to the Principal and to City's Executive Director of Finance by registered or certified mail, or by hand delivery, within 180 days after the claimant last provided labor or furnished materials, or within 200 days after the employee last provided labor or materials if the claim is for a required contribution to a fund of an employee benefit plan;
  - (b) Later than two years after the claimant last provided labor or materials;

- (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
  
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed of record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety hereby waives notice of any modification of the contract or extension of time made by City.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Principal:

\_\_\_\_\_

By

Surety:

\_\_\_\_\_  
By Attorney in Fact  
(Attach Power of Attorney)

PERFORMANCE BOND

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that  
 \_\_\_\_\_ as Principal, and  
 \_\_\_\_\_, as Surety, a corporation duly  
 organized under the laws of the State of \_\_\_\_\_, having its  
 principal place of business at \_\_\_\_\_, State of  
 \_\_\_\_\_, and authorized as a surety in the State of  
 Oregon, are held and firmly bound unto the CITY OF SCAPPOOSE (City) in the  
 sum  
 of \_\_\_\_\_ dollars(\$ \_\_\_\_\_)  
 lawful money of the United States of America, plus the total amount of extra orders issued by  
 City to the Principal pursuant to the terms of the Contract referred to in the next succeeding  
 paragraph hereof, for the payment whereof Principal and Surety bind themselves, and their  
 heirs, executors, administrators, representatives, successors, and assigns, jointly and  
 severally, firmly by these presents.

WHEREAS, Principal has entered into a Contract with City for  
DUTCH CANYON PRODUCTION WELL, Contract No. \_\_\_\_\_,  
 which Contract is hereby made a part of this bond as if fully set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

1. If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto; and
2. If the Principal shall indemnify and hold City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that City may be subject to because of the failure or default of the Principal in the performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder; and
3. If the Principal shall make prompt payment to all persons supplying labor or materials to the Principal or a subcontractor of the Principal for performance of the Principal's obligations under the Contract; and
4. If the Principal shall make prompt payment of all contributions due from the Principal or the Principal's subcontractors to the Oregon or other applicable Industrial Accident Fund, and to the Oregon or other applicable Unemployment Compensation Fund in connection with its performance of the Contract; and
5. If the Principal shall deduct and retain all required sums from the wages of its employees or the employees of the Principal's subcontractors pursuant to the Oregon Personal Income Tax Act of 1969 or other applicable State Income Tax Act, and shall pay those sums to the Oregon or other applicable Department of Revenue;

THEN THIS obligation shall be null and void; but if the Principal shall fail to carry out any of the obligations of this bond, the Surety shall promptly:

1. Remedy the failure and allow the Principal to complete the Contract in accordance with its

terms and conditions; or

2. Remedy the failure and complete the Contract in accordance with its terms and conditions; or
3. Remedy the failure and obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or, if City elects, upon determination by City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even if there arises a default or a succession of defaults under the contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first Paragraph of this bond. The term "balance of the Contract price", as used in this Paragraph, shall mean the total amount payable by City to the Principal under the Contract and any amendments thereto, less the amount properly paid by City to the Principal.

The Surety hereby waives notice of any modification of the Contract or extension of time made by City .

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Principal:

\_\_\_\_\_  
By

Surety:

\_\_\_\_\_  
By Attorney in Fact  
(Attach Power of Attorney)