

## SPECIAL PROVISIONS

### WORK TO BE DONE

#### Scope

The City is soliciting bids for the installation of fiber optic cable and conduits for their Broadband Utility within a portion of the City of Sherwood and unincorporated Washington County, Clackamas County, city of Wilsonville, & King city. This construction will consist of 2 sections. Construction of Backbone Fiber Construction as designed and permitted. As described below, this will be a prevailing wage project.

Special note: The fiber placed within the city of Wilsonville, will be a shared fiber asset with the city of Sherwood and the city of Wilsonville.

#### 1. Backbone Fiber Construction Designs (Exhibit C and D)

- A. **Exhibit C** - Construct roughly 58,378 feet of aerial and 5,877 feet of underground conduit SDR-11, 432ct, 288ct, 96ct armored fiber optic cable, and 12ct flat drop; along SW Roy Rogers Rd, SW Elsner Rd, and SW Beef Bend Rd. As shown in exhibit C, place necessary storage, handholes risers, anchors, down guys and other supporting equipment per design. Contractor responsible for all restoration/s per the approved permits and inspector. **Special note - Awarded Contractor responsible for streetlight bonds.**
- B. **Exhibit D** - Construct roughly 9,394 feet of aerial, 11,944 feet of fiber pull through existing conduit, and 7,071' feet of underground conduit SDR-11, 288ct armored fiber cable along SW Westfall Rd, SW Tooze Rd, SW Grahams Ferry Rd, and Boeckman Rd. As shown in exhibit D, place necessary storage, handholes risers, anchors, down guys and other supporting equipment per design. Contractor responsible for all restoration/s per the approved permits and inspector.
- C. Follow provided designs and permits. Exhibits C, D, E, & F.
- D. Place storages as shown and document sequential footages.

The City will supply all cable and fiber tags. The awarded contractor will be responsible for all other materials to include handholes with “**City Fiber**” logo. Contractor will be responsible for picking up City supplied materials at our Public Works Facility, 15527 SW Willamette St., Sherwood, Oregon. **All materials must be American made and have proof of USA certificate of compliance. “Build America Buy America Act”.**

## APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction".

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

#### **CLASS OF PROJECT**

**This is a City of Sherwood Project. The construction of this project is federally funded.**

## PART 00100 – GENERAL CONDITIONS

### SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

#### 00110.20 Definitions –

**Bid Booklet** – The bidding documents bound with the Solicitation Documents that contain the information identified in 00120.10.

**Bid Proposal** – The bidding forms included in Division One - Bidding Requirements of the Solicitation Documents as identified in 00120.10.

**Bid Section** – The portion of the Solicitation Documents labeled, Division One - Bidding Requirements.

### SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

**00120.00 Prequalification of Bidders** - Bidders must be **pre-qualified** in accordance with the laws of the State of Oregon. Letters of pre-qualification (approval letter only) by either the Oregon Department of Transportation (ODOT), Washington County Department of Transportation, or any local municipality with a population equal to or greater than 18,000 persons is acceptable to the City. Proof of valid pre-qualification must be submitted to the City **by Friday, June 16<sup>th</sup> 2023 at 12:00 PM (local time)** for the Bidder's Bid to be deemed responsive and to retain appeal rights. Only bids from pre-qualified Bidders will be opened.

All companies working on the project must possess either a Metro license or a City of Sherwood business license in accordance with the Sherwood Municipal Code at the time of construction.

#### 00120.05 Requests for Solicitation Documents –

Solicitation documents may be obtained as specified in the Invitation To Bid.

#### 00120.10 Bid Booklet –

The Bidding Documents are bound with the Solicitation Documents, and labeled as Division One – Bidding Requirements. The bidding Documents may include, but are not limited to:

- Invitation to Bid
- Bid Statement
- First Tier Subcontractor Disclosure Form
- Bid Bond
- Certificate of Non-Collusion
- Compliance with ORS 279C.840
- Certificate of Non-Discrimination
- Customer Service Acknowledgment

- Prequalification Acknowledgement
- Bidder Responsibility Form
- Addendum Acknowledgment (Example)

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered –**

Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing through the Engineer. Requests shall be made at least seven (3) days prior to bid closing for the Agency's reply to reach all Bidders before Bid Closing. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids –**

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda only by publishing them on the Agency's web site ([www.sherwoodoregon.gov](http://www.sherwoodoregon.gov)). It is the Bidders responsibility to check the website to receive and review Addenda.

**00120.40 Preparation of Bids**

**(a)(1) Paper Bids**

For Bids submitted by paper, Bidders shall not alter, in any manner, the (paper) documents within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the Bid Booklet. Entries on paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink. The Bidder shall properly complete and bind all the paper documents in the Bid Section, as specified in 00120.10, together with all other required documents that are part of the Bid Booklet, between the front and back covers of the Bid Booklet.

No changes shall be submitted by facsimile or email.

**00120.40 Preparation of Bids**

**(a)(2) Electronic Bids –**

**Electronic Bids will not be accepted for this project.**

**00120.40 Preparation of Bids**

**(c)(2) Electronic Bids Schedule Entries –**

**Electronic Bids will not be accepted for this project.**

**00120.40(d) Bidder's Address and Signature Pages -**

Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed by a duly authorized

representative of the Bidder.

**00120.40 Preparation of Bids**

***(e)(2) Bid Guaranty with Electronic Bids –***

**Electronic Bids will not be accepted for this project.**

**00120.40 Preparation of Bids**

***(f) Disclosure of First Tier Subcontractors –***

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a Broadband Project in the "Notice to Contractors", or in other advertisement or Solicitation Documents, exceeds \$100,000, the Bidder shall, within 2 working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. Failure to submit a form or submission of a form that does not include the information required by ORS 279C.370 for each Subcontractor listed, specifically the name of each Subcontractor, the dollar amount of each subcontract and the category of Work that each Subcontractor will perform, will result in the rejection of the Bid. The Agency is not required to determine the accuracy or the completeness of the Subcontractor disclosure. See ORS 279C.370 and OAR 731-007-0260.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

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

**00120.45 Submittal of Bids:**

***(b) Electronic Bids -***

**No Electronic Bids will be accepted for this project.**

**00120.60 Revision or Withdrawal of Bids:**

**(a) Paper Bids -** Information entered into the paper Bid Booklet by the Bidder may be changed after the paper Bid has been delivered to the appropriate location, provided that:

- Changes are prepared according to the instructions identified in the Bid Booklet; and
- Changes are received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids; and
- The changes are submitted in writing and signed by an individual authorized to sign the Bid.

A Bidder may withdraw its paper Bid after it has been delivered to the appropriate location, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead by hand delivery; and
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and
- The request is received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids.
- No Bid may be withdrawn after the deadline for submitting Bids has passed.

#### **00120.60 Revision or Withdrawal of Bids:**

##### **(b) Electronic Bids -**

**No Electronic Bids will be accepted for this project.**

**00120.70 Rejection of Nonresponsive Bids** - A Bid will be considered irregular and will be rejected if the irregularity is deemed by the Agency to render the Bid non-responsive. Examples of irregularities include, without limitation:

- The Bid Section documents provided are not properly used or contain unauthorized alterations.
- The Bid is incomplete or incorrectly completed.
- The Bid contains improper additions, deletions, alternate Bids, or conditions.
- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.01.
- A member of a joint venture and the joint venture submit Bids for the same Project. Both Bids may be rejected.
- The Bid has entries not typed or in ink, or has signatures or initials not in ink.
- Each change or correction is not individually initialed.
- White-out tape or white-out liquid is used to correct item entries.
- The price per unit cannot be determined.
- The Bid guaranty is insufficient or improper. 00120.80 24
- The original Bid Bond form is not used or is altered.
- A disclosure of first-tier Subcontractors, is not received within 2 working hours of the time Bids are due to be submitted, or the disclosure form is not complete.
- The Bidder has not complied with the DBE requirements of the solicitation.
- The Bid does not acknowledge all issued Addenda.
- The Bid contains entries that are not greater than zero.
- The Bid contains entries with more than two decimals to the right of the decimal point.
- The Bid entries are not expressed in U.S. dollars and cents.
- The Bid is submitted on documents not obtained directly from the City of Sherwood or from found on the City of Sherwood website. <https://www.sherwoodoregon.gov/bids>
- The agency determines that any Pay Item is significantly unbalanced to the potential

detriment of the agency.

The Agency may reject any or all Bids due to irregularities or may waive irregularities not affecting substantial rights in accordance with OAR 137-049-0350 upon a finding of the Agency that it is in the public interest to do so.

## **SECTION 00130 - AWARD AND EXECUTION OF CONTRACT**

### **00130.15 Right to Protest Award:**

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidder, may submit to the City of Sherwood a written protest of the City's Intent to Award within seven (7) calendar days following the date of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

An aggrieved Bidder may protest an award only if the Bidder alleges, in its written protest, that it should have received the award because:

- All lower Bids are non-responsive;
- The Agency failed to conduct the Bid process as described in the Bid document;
- The Agency has abused its discretion in rejecting the protestor's Bid as non-responsive or non-responsible; or
- The Agency's evaluation of Bids or subsequent determination of award is otherwise in violation of ORS Chapter 279C or the Agency's public contracting rules.

The written protest must describe the facts that support the protest. The Agency may not consider late protests or protests that do not describe facts that would support a finding that the Bidder is aggrieved for one of the reasons cited above.

### **00130.40 Contract Bonds, Certificates, and Registrations – (b) Certificates of Insurance**

For this Contract, the Agency may request at any time a certified copy of any insurance policy that this Contract requires and Contractor will provide same at its sole cost within ten (10) days of Agency's request.

### **00130.40 Contract Bonds, Certificates, and Registrations - (f) State of Oregon Statutory Public Works Bond**

As particularly described in 00170.20, when awarded the contract, the successful Bidder shall furnish a State of Oregon Statutory Public Works Bond.

## **SECTION 00140 - SCOPE OF WORK**

**00140.31 As-Built Records** – Contractor shall maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds.

Accurate, complete and current “as-built” drawings are a specified requirement for full payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of “as-built” drawings.

The “as-built” drawings must show the information listed below. Where the term “locate” or “location” is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- Record location of underground services and utilities as installed.
- Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- Record changes in dimensions, location, grade or detail to that shown on the Plans.
- Record changes made by change order.
- Record details not in the original Plans.
- Provide fully completed shop drawings reflecting all revisions.
- Handwritten bore/trench depths at 50’ linear intervals.
- Sequential footages at each UG structure.
- Sequential footages at aerial storage loops and proposed splice case locations.
- Handwritten heights of attachments if different from pole permits and prints.

#### **00140.70 Cost Reduction Proposals –**

Proposed changes by the Agency are not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30.

#### **00140.90 Final Trimming and Cleanup**

- Removal and clean-up of erosion and sediment controls facilities, once vegetation is established on disturbed areas of Project Site and the Project Site has been stabilized.

### **SECTION 00150 - CONTROL OF WORK**

#### **00150.10 Coordination of Specifications and Plans –**

**(a) Order of Precedence** - The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Permits from governmental agencies;
- Addenda
- Special Provisions;
- Contract Agreement
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Standard Drawings;
- Approved Unstamped Working Drawings;

- Supplemental Specifications/Special Provisions;
- Standard Specifications; and
- All other contract documents not listed above.

Engineer provided notes on a drawing shall take precedence over drawing details.

Engineer provided dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

#### **00150.15 Construction Stakes, Lines and Grades**

The Contractor shall establish all field controls for the project and furnish all principal lines, grades, and measurements necessary for the completion of the Work. All necessary calculations for staking shall be provided by the Contractor's surveyor. All stakes damaged or removed shall be replaced, as needed, at no cost to the City.

The Contractor shall inform the Engineer of any property corners, monuments and/or survey markers found during construction activities that are not shown on the plans. The Contractor shall not bury or disturb any property corners, monuments and/or survey markers. If disturbance of any property corners, monuments and/or survey markers is necessary, then the Contractor shall contact the City Project Manager prior to any removal of any property corners or monuments.

**00150.30 Delivery of Notices** - Written notices to the Contractor by the Engineer or the Agency will be delivered:

- In person;
- By email.

#### **00150.40 Cooperation and Superintendence by the Contractor –**

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

(a) Provide for the cooperation and superintendence on the Project by:

- (1) Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
- (2) Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
- (3) Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.

- (4) Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
- a. Appointees shall be competent to manage all aspects of the Work.
  - b. Appointees shall be from the Contractor's own organization.
  - c. Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
  - d. Appointees shall be experienced in the types of Work being performed.
  - e. Appointees shall be capable of reading and thoroughly understanding the Plans and Specifications.
  - f. The appointed single Superintendent, or any alternate Superintendent shall:
    1. Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
    2. Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
    3. Have full authority and responsibility to promptly execute orders or directions of the Engineer.
    4. Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
    5. Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
    6. Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
    7. Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
    8. Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
    9. Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
    10. Carefully protect and preserve the Engineer's marks and stakes.

Any Superintendent or alternate Superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

**00150.50 Cooperation with Utilities:**  
**(b) Agency Responsibilities –**

The contractor shall coordinate with franchise utility companies for any installation of new franchise utility facilities and any connection to existing franchise utility facilities. The appropriate franchise utility company shall be contacted if any conflicts occur with the franchise utility during construction.

**00150.95 Final Acceptance**

Once the construction work is complete, all systems are operable, and final inspection discloses no deficiencies or inconsistencies with the Work as provided in the Contract Documents, the following documentation shall be delivered to the Engineer prior to issuing of Third Notification:

- Special guarantees and bonds;
- Separate waivers of liens for subcontractor, supplies, and other with lien rights against property of owner;
- Final pay estimate;
- Releases from BOLI;
- Evidence that the Maintenance warranty will remain in effect for two years following the date of Final Acceptance;
- Red-lined as-built drawings showing locations of all improvements constructed as part of this project.

**00150.96 Maintenance Warranties and Guarantees**

The Bidder, in addition to and not in lieu of any other warranties required under the Contract make all necessary repairs and replacements to remedy, in a manner satisfactory to the Engineer and at no cost to the Agency, any and all defects, breaks, or failures of the Work occurring during the specified warranty period of two-years due to faulty or inadequate materials or workmanship. Repair damage or disturbance to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The required two-year maintenance period shall, with

relation to such required repair, be extended one year from the date of completion of such repair when the repair occurs after the first year of the warranty period.

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

#### **SECTION 00160 - SOURCE OF MATERIALS**

*Comply with Section 00160 of the Standard Specifications.*

#### **SECTION 00165 - QUALITY OF MATERIALS**

*Comply with Section 00165 of the Standard Specifications.*

#### **SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

##### **00170.70(a) Insurance Coverages –**

The following insurance coverages and dollar amounts are required pursuant to this subsection:

<b>Insurance Coverages</b>	<b>Combined Single Limit per Occurrence</b>	<b>Annual Aggregate Limit</b>
Commercial General Liability	\$2,000,000.00	\$2,000,000.00
Commercial Automobile Liability	\$2,000,000.00	\$2,000,000.00

##### **00170.70(c) Additional Insured –**

Add the following as Additional Insureds under the Contract:

**The City of Sherwood and its officers, agents, and employees.  
Sherwood City Council.**

**The City of Wilsonville, its elected and appointed officials, agents,  
Officers, employees, and volunteers.**

##### **00170.72 Indemnity/Hold Harmless –**

Extend indemnity and hold harmless to the Agency and the following:

**The City of Sherwood and its officers, agents, and employees.  
Sherwood City Council.**

**The City of Wilsonville, its elected and appointed officials, agents,  
Officers, employees, and volunteers.**

## **SECTION 00180 - PROSECUTION AND PROGRESS**

### **00180.20(a) – Subcontracting Limitations, General**

#### **00180.21 Subcontracting:**

- (a) **General** – The Contractor shall not subcontract or perform any portion of the Contract by other than the Contractor's own organization without the Agency's prior written consent. A request for consent to subcontract, at any tier, solely for the furnishing of a labor force will not be considered. A written request for consent to subcontract any portion of the Contract at any tier shall be submitted to the Engineer, and when required by the Engineer, shall be accompanied by background information showing that the organization proposed to perform the Work is experienced and equipped for such Work. The Agency will review the Contractor's submission to verify compliance with Contract requirements, confirm the percentage of Work subcontracted, and evaluate the proposed Subcontractor's ability to perform the Work.

If the Engineer revokes consent to subcontract, the Subcontractor shall be immediately removed from the Project Site.

### **00180.40 Limitation of Operations:**

#### **(a) In General –**

- Limited hours of construction between 8:00 AM until 6:00 PM, Monday through Friday. Except as otherwise noted in the Contract Drawings.
- Construction is prohibited on Saturdays and Sundays without prior written approval from the Engineer.
- Construction activities include all field maintenance of equipment, refueling, and pick-up and delivery of equipment, as well as actual construction activities.
- Construction vehicles shall park on the construction site, at location(s) indicated on the Contract Drawings, or at location(s) approved by the Agency. Contractor parking shall not interfere with the everyday operations of the surrounding area.
- Provide the Agency Project Manager with a 24-hour emergency contact person's name and telephone number.

### **00180.40(c) Specific Limitations –**

Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities.....	00150.50
Cooperation with Other Contractors.....	00150.55
Contract Completion Time.....	00180.50(h)

Right-of-Way and Access Delays.....	00180.65
Traffic Lane Restrictions.....	00220.40(e)

**00180.41 Project Work Schedules:**

The Contractor shall submit a supplemental "look ahead" Project Work schedule each week to the Engineer. The "look ahead" Project Work schedule is supplemental to the Type A, B, or C schedule specified below. The supplemental "look ahead" Project Work schedule shall:

- Identify the sequencing of activities and time required for prosecution of the Work.
- Provide for orderly, timely, and efficient prosecution of the Work.
- Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The supplemental "look ahead" Project Work schedule shall be written in common terminology and show the planned Work activities broken down into logical, separate activities by area, stage, and size and include the following information:

- The resources the Contractor, subcontractors, or services will use.
- The locations of each activity that will be done including the limits of the work by mile posts, stations, or other indicators.
- The time frames of each activity by Calendar Days, shifts, and hours.
- All anticipated shoulder, lane, and road closures.

At a minimum, the Contractor shall prepare a bar chart that:

- Shows at least three weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of one Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities.
- Identifies each Calendar Day by month and day.

Include the Contract name, Contract number, Contractor's name, and date of issue on each page of the bar chart.

The Contractor shall submit the supplemental "look ahead" Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and clean up has been completed. The Contractor shall meet with the Engineer each week to review the supplemental "look ahead" Project Work schedule. If the Engineer or the Contractor determines that the current supplemental "look ahead" Project Work schedule requires changes or additions, either notations can be made on the current schedule or the Engineer may require the submittal of a revised supplemental "look ahead" Project Work schedule. Review of the current and subsequent supplemental "look ahead"

Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

A Type "B" schedule as detailed in the Standard Specifications is required on this Contract.

**180.41(b)(2) Detailed Schedule -**

The Contractor shall submit an updated project work schedule with all pay requests unless approved otherwise in writing by the Engineer. Payments to the Contractor may be held or delayed until an updated schedule has been received.

The Project Work schedule shall also address the sequencing of critical activities and shall identify the critical path for the project, critical milestones in accomplishing the work and fixed completion dates for those milestones.

**00180.41(b)(4) Weekly Schedule** – Submit a weekly progress schedule to Engineer at each weekly meeting. At a minimum, the schedule shall include the following:

- Actual work completed during the previous week alongside the previously submitted weekly schedule;
- Any lane closures or access restrictions expected within the next two weeks;
- Work to be completed during the current week;
- Tentative work to be completed during the second week;
- Summary of any work elements shown on the schedule which fall behind the current overall project schedule and a summary of corrective actions that the Contractor will utilize to regain the overall project schedule.

**00180.41(b)(5) Customer Service Element to Construction Schedule** – Construction will be executed with the highest level of customer service. Critical to that effort is planning of work sequence to minimize disruption and inconvenience to residents and commuter traffic. As a supplement document to the Contractor's construction schedule, the contractor shall submit, prior to the pre-construction conference, a plan to the Engineer that identifies: construction sequencing and timing, expected disruptions to residents, and a public safety plan that explains procedures on how the Contractor will maintain safe continuous ingress and egress for pedestrians and vehicular traffic including personal use by residents, mail and newspaper delivery, garbage collection and other daily deliveries, as applicable.

**00180.42 Preconstruction Conference:**

Within seven (7) working days of the Notice of Award, the Contractor is required to contact the Agency to schedule the preconstruction conference.

In addition to the Contractor, the intended project superintendents, subcontractor foremen and major suppliers – those who will actually be involved in construction activities – should attend the preconstruction conference. The Contractor must be prepared for a thorough discussion and review, as well as revision, which may be deemed necessary in the opinion of

the Engineer, of the following:

(Note: These materials SHALL be brought to the preconstruction conference for discussion followed by Engineer review. Some items may also require submittal in advance of the preconstruction meeting per the specifications.)

- Contractor's plan of operation and progress schedule (3+ copies)
- List of 24 hour emergency phone numbers for the project manager, site foreman, and traffic control supervisor
- List of subcontractors, names, addresses and phone numbers
- List of quality control subcontractor(s), name(s), address(s) and phone number(s)
- List of materials fabricated or manufactured off the project
- Material sources for the project
- Names of principal suppliers
- Detailed equipment list
- "Project Labor List" for all employee classifications anticipated to be used on project
- Cost percentage breakdown for lump sum bid item(s)
- Shop drawings (bring preliminary list)
- Traffic Control Plans (3+ copies)
- Erosion and Sediment Control Plan (3+ copies)
- Pollution Control Plan (3+ copies)
- Proposed site for waste material disposal and any necessary permits required for placing this material
- Proposed truck haul route

During the preconstruction conference, be prepared to discuss the following items:

- Bonds and Insurance
- Weekly project meetings – schedule and responsibilities
- Provision for inspection for materials from outside sources
- Responsibility for locating utilities
- Responsibility for damage
- Time schedule for relocations, if by other than Contractor (coordinate with utilities)
- Compliance with Contract Documents
- Hours of work
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and Owner's employees and representatives
- Suspension of work, time extensions
- Change order procedures
- Progress estimates – procedures for payment
- Special requirements of funding agencies
- Construction engineering, advance notice of special work
- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in the Contract Documents
- Any other problems or questions concerning the work
- Processing and administration of public complaints
- Right-of-way, Easements and Temporary Construction Easements

In addition to the preconstruction conference, the City reserves the right to require the

Contractor to attend a construction kick-off public open house/presentation wherein the Contractor shall be prepared to present and discuss all elements of the project's construction with the general public.

**00180.50(h) Contract Time –**

***All Work under the contract, except vegetation establishment, must be completed by February 2, 2024.***

Work on this project may not commence until after the contract is signed by both the contractor and the City.

**00180.85(b) Liquidated Damages –**

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$800 per Calendar Day.

**00190.20(g) Agency-Provided Weigh Technician –**

The Agency will not provide for a weigh technician. The Contractor shall provide, and pay for, a weigh technician for a vehicle weigh scale. The Contractor's weigh technician will:

- Determine tare weights;
- Prepare weigh memos for each load;
- Compile the weigh records; and
- Not participate in the production of Materials or the loading of haul vehicles.

**SECTION 00195 - PAYMENT**

**00195.50(c) Forms of Retainage if applicable**

- (1) Cash, Alternate A** - Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, savings bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(5). Amounts retained will be included in the final payment made according to 00195.90.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

**00195.90 Final Payment**

- (d)** The Contractor shall maintain a current and accurate record of the work completed during the course of this contract. These "as-built" drawings shall be kept by

accurately marking a designated set of the contract Plans with the specified information as work proceeds. Accurate, complete and current “as-built” drawings are a specified requirement for full or partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver an acceptably complete and legible full-size set of “as-built” drawings to Agency.

The “as-built” drawings must show the information listed below. Where the term “locate” or “location” is used, it means a record of position with respect to both the construction vertical datum and either horizontal datum or a nearby permanent improvement.

- Record location of underground services and utilities as installed.
- Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- Record changes in dimensions, location, grade or detail to that shown on the Plans.
- Record changes made by change order.
- Record details not in the original Plans.
- Provide fully completed shop drawings reflecting all revisions.
- Handwritten bore/trench depths at 50’ linear intervals.
- Sequential footages at each UG structure.
- Sequential footages at aerial storage loops and proposed splice case locations.
- Handwritten heights of attachments if different from pole permits and prints.

- (f) Notwithstanding any contrary language in the Contract Documents, Contractor's acceptance of the final payment will release Agency and the Engineer from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and every act of the Agency and others relating to or arising out of the Work. The Contractor's acceptance of final payment is conclusive proof of Agency's full performance under the Contract. If Agency requests, Contractor will sign a release stating Contractor has been paid in full prior to the final payment. No payment, final or otherwise, will operate to release the Contractor or the Contractor's sureties from obligations under the Contract and will not affect the continuing validity and enforceability of the performance, payment and other bonds and warranties provided pursuant to the Contract.

#### **SECTION 00196 - PAYMENT FOR EXTRA WORK**

*Comply with Section 00196 of the Standard Specifications.*

#### **SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK**

#### **SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS**

**00199.20 Protest Procedure –**

- (b) **Written Notice** – The Engineer has no responsibility to evaluate the protest unless the Contractor has timely filed a proper notice submitting all of the above information. Failure to comply with this notice requirement renders the notice improper and shall constitute a waiver of any claim for additional compensation for any part of the protested work.

**00199.30 Claims Procedure –**

**(e) Payment of Costs, Expenses and Attorney's Fees –**

Each party is responsible for its own costs, expenses and attorney's fees in the event of litigation.

**00199.40(b) Step 1: Region Level Review**

For the purposes of this Contract, the "Region-level reviewer" is Agency's Public Works Director.

**00199.40(c) Step 2: Agency Level Review**

For the purposes of this Contract, the "Contract Administration Engineer" is the Agency's City Manager.

If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim be advanced to Step 3.

**00199.40(d) Step 3: Litigation** – This step applies to any claim that is not resolved under Steps 1 or 2.

The Contractor must follow Steps 1 and 2 in order, and exhaust all available administrative remedies, before resorting to litigation. The Contractor must properly file a lawsuit in a court of competent jurisdiction within six months from the date of the final decision that exhausted the Contractor's administrative remedies under this Contract.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory body, as well as any documents referenced or incorporated by reference therein, will be admissible for the purpose of Contract interpretation.

The Contract or any of its provisions will not be construed against either party regardless of who drafted it. Other than as may be modified by the Contract, the applicable rules of contract construction and evidence will apply. The Contract will be governed by and construed in accordance with Oregon law without regard to conflict of laws principles.

Any dispute between the Agency and the Contractor that arises from or relates to the Contract and that is not resolved under Section 00199 may only be brought and must be conducted solely and exclusively in the Circuit Court for the State of Oregon, Washington County. If a dispute must be brought in a federal forum, then it may only be brought and conducted solely and exclusively in the United States District Court for the State of Oregon. To the maximum extent permitted by law, the dispute will be tried to a court without a jury and

will not be subject to mandatory arbitration. In no event will this Subsection be construed as a waiver by the Agency of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, from any claim or from the jurisdiction of any court. Contractor consents to the personal jurisdiction of the courts referenced herein.

In any dispute between the Agency and the Contractor that arises from or relates to the Contract, each party is solely responsible for its own costs and fees, including attorney fees.

**00199.55 Expenses, Costs and Attorney Fees** – Notwithstanding any contrary language in the Contract Documents, each party will solely bear its own expenses, costs and fees, including attorney fees, throughout prosecution of the Work and including any disagreements, protests or claims, including all trials and appeals.

## **PART 00200 – TEMPORARY FEATURES AND APPURTENANCES**

### **SECTION 00210 - MOBILIZATION**

#### **00210.90 Payment –**

Payment for Mobilization shall also include all labor, equipment, and material for work listed in the specifications and shown on the Contract Drawings that is not specifically listed with other items of the Bid Schedule.

### **SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

#### **00220.02 Public Safety and Mobility**

- Do not stop or hold vehicles on highway or any streets or driveways within the project site for more than the permit allows per jurisdiction.
- Do not block driveways for extended amounts of time unless otherwise authorized in writing.
- Contractor shall install barricades with signage for any bike lane or walkway closure and sign for alternate routing of bicycle and pedestrian traffic.

#### **00220.40(c) Driveways –**

- Communicate with all affected property owners at least 3 days in advance of any work which will affect access to the property.

#### **00220.40 General Requirements**

##### **(e) Lane Restrictions:**

##### **(1) Closed Lanes -**

- See Exhibits with approved permits from the municipalities.

### **SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL**

#### **00221.01(d) Field Adjustments to Traffic Control Plan –**

- If at any time during the work the Engineer or Inspector determines the Traffic Control Plan to be inadequate, the Contractor shall provide a revised Traffic Control Plan and install the additional signs and devices at no additional cost to the City.
- Contractor to follow the permitted jurisdictions traffic control requirements.

#### **00221.98 Payment, Method “B” -**

Method “B” – Lump Sum Basis – shall be the payment method used for this project.

The Contractor shall be responsible for all traffic control costs including all flagging to complete the work and punch-list items.

Payment shall also include payment for the Contractor supplying approved traffic control plans as specified in the Provisions.

Any additional signs and devices deemed necessary by the Engineer or Inspector shall be installed at no additional cost to the City.

### **SECTION 00228 – TEMPORARY PEDESTRIAN AND BICYCLE ROUTING**

#### **00228.01 – General**

Contractor shall maintain pedestrian routes through site during construction.

### **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

#### **00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands**

Do not begin any site activities that have potential to cause erosion or sediment movement until the erosion control facilities have been installed and approved by the City Inspector.

Update the ESCP and schedule as needed for unexpected storm or other events to ensure that sediment-laden water does not leave the construction site.

#### **00280.40 Installation -**

Install erosion and sediment control BMP as shown and according to the most current edition of the ODOT Erosion and Sediment Control Manual. Install these BMP before performing clearing, grading, or other land alteration activities. Ensure that no visible and measurable sediment or pollutants leave the Project boundaries, enter drainage systems or waterways, or violate applicable water standards.

For purposes of this requirement, "visible and measurable" is defined as:

- Deposits or tracking of mud, dirt, sediment, or similar material exceeding 1/2 cubic foot in volume on any private or public street or adjacent property, or into any storm or surface water drainage system, either by direct deposit, dropping or discharge, or as a result of erosion; or
- Evidence of concentrated flows of water over bare soils; turbid or sediment-laden flows; or evidence of on-site erosion, such as rivulets on bare slopes where the flow of water is not filtered or captured on the site; or
- Earth slides, mudflows, earth sloughing, or other earth movement off the Project site.

### **PART 00290 – ENVIRONMENTAL PROTECTION**

#### **00290.10 Staging and Disposal Sites –**

Any aggregate/soils contaminated by the contractor within the staging area or on the project site shall be removed and replaced by the contractor at no additional cost.

#### **00290.30(a) Pollution Control Measures**

##### **(7) Water Quality:**

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.

- The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

**00290.90 Payment** – There will be no payment for work performed under this Section.

## **PART 00300 – ROADWORK**

### **SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

#### **00310.00 Scope** –

Removal of Structures and Obstructions shall include, but not be limited to removal or the removal and installation of items designated on the plans or encountered in the field that are not covered by other bid items including but not limited to:

- Saw cutting.
- Plugging or capping of existing abandoned pipes or pipes to be abandoned.
- Removal and reinstallation of signs.
- Removal and reinstallation of fencing.
- Removal and reinstallation of barricades.
- Removal, temporary supporting and reinstallation of mailboxes.
- Other miscellaneous structures or obstructions encountered in the field designated to be removed or relocated by the engineer.

### **SECTION 00320 – CLEARING AND GRUBBING**

**00320.01 Areas of Work** – The limits of the clearing and grubbing are as follows:

- All areas necessary for completing the work as approved by the Engineer.

#### **00320.40(b)(3) Tree Trimming** –

- Trim branches over street and away from aerial fiber lines as necessary for construction work.

The cost of tree trimming is incidental.

### **SECTION 00330 – EARTHWORK**

#### **00330.05 Staging Area** –

Storage of vehicles, equipment and materials shall be at a location approved by the Inspector. The city bears no responsibility for any contractor vehicles, equipment or

materials that are stolen or vandalized. Staging area shall be restored back to original condition or better.

## **SECTION 01030 – SEEDING**

**01030.00 Scope** – “Yard Restoration” covers restoration of all non-paved areas of disturbance to equal or better condition than it was prior to the start of construction. This work consists of all materials, equipment and labor to complete the work. “Yard Restoration” may also include the removal and reinstallation of shrubs/small trees as necessary to complete the work. Shrubs/small trees replanted by the contractor that do not survive the 2-year maintenance period will be replaced at the contractor’s expense.

### **01030.13(f) Types of Seed Mixes –**

The Permanent Seeding mixture shall consist of the following:

- 20% Delaware Dwarf Perennial Ryegrass
- 20% Nobility Perennial Ryegrass
- 30% Silhouette Chewings Fescue
- 30% Badger Creeping Red Fescue
- Or approved equivalent.

The application rate shall be 100 lbs/acre for this mixture.

Existing grassy areas to be restored shall be Hydroseeded with bonded fiber matrix.

Seeding and bonded fiber matrix is incidental to Yard Restoration.

### **01030.15 Mulch –**

**(d) Bark Mulch** – Bark mulch shall be installed with a 1-inch thickness over landscaping areas that were previously bark mulched unless otherwise instructed by the City Project Manager.

Bark mulch is incidental to Yard Restoration.

**00130.80 Measurement** – There will be no measurement of pay items under this section.