



Sunset Boulevard and April Court Pavement Rehabilitation

DATE: April 17, 2015

ADDENDUM NO. 1

Addition/Change to the Contract Documents

The work provided for in this addendum shall become a part of the drawings and specifications for this project.

1. Number 7 was used twice in the April Court Paving Bid Schedule. A revised Bid Schedule has been attached.
2. Contractor shall adhere to the conditions of the Oregon Department of Transportation permit (attached).
3. Section 00170.70(c) of the Special Provisions has been modified to add The Oregon Department of Transportation and its officers, agents, and employees to the additionally insured.
4. Section 00170.72 of the Special Provisions has been modified to extend indemnity and hold harmless to The Oregon Department of Transportation and its officers, agents, and employees.
5. Section 00220.02 of the Special Provisions has been modified to add the following:
 - Notify the Principal of the Middleton Elementary School of all changes to the traffic control prior to completing the change. Contact Jeremiah Patterson at jpatterson@sherwood.k12.or.us (ph. 503-825-5300).
 - Notify the Executive Director of the YMCA of all changes to the traffic control prior to completing the change. Contact Renee Brouse at rbrouse@ymcacw.org (ph. 503-862-4010).
6. Revised Special Provisions have been attached to this Addendum.

Clarifications

1. Asphalt grinding shall be performed after reconstruction of the full depth repair at the SW Sunset Boulevard/SW Timbrel Court intersection. This is to minimize the amount of driving on a grinded reduced thickness surface.

2. Flagging may be used as temporary means to install pavement marking in isolated locations. At no time is flagging to be used to route traffic to the opposite side of the median.

This ADDENDUM shall be signed and attached to the Bidder's Proposal and shall subsequently become part of the Contract Documents.

Company Name	
Contractor Name	
Contractor Signature	
Date	

**BID SCHEDULE (ADDENDUM #1)
 SUNSET BOULEVARD AND APRIL COURT PAVEMENT REHABILITATION
 (SW SUNSET BOULEVARD PAVING BID SCHEDULE)**

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
PART 00200 -- TEMPORARY FEATURES AND APPURTENANCES						
1	00210	Mobilization	LS	1		
2	00225	Temporary Work Zone Traffic Control, Complete	LS	1		
3	00280	Erosion Control	LS	1		
PART 00300 -- ROADWORK						
4	00305	Construction Survey Work	LS	1		
5	00310	Removal of Structures and Obstructions	LS	1		
6	00330	Asphalt Removal	CY	188		
7	00330	Base Rock Removal	CY	824		
8	00330	Foundation Grading	LS	1		
9	00350	Subgrade Geotextile	SY	1350		
PART 00400 -- DRAINAGE AND SEWERS						
10	00430	4-Inch Drain Pipe	FOOT	20		
11	00490	Connection to Existing Catch Basin	EA	2		
12	00490	Minor Adjustment of Manholes	EA	2		
13	00490	Adjusting Boxes	EA	23		
PART 00600 - BASES						
14	00620	Cold Plane Pavement Removal, 2 Inches Deep	SY	11203		
15	00641	1-1/2"-0" Aggregate Base	CY	900		
16	00641	3/4"-0" Aggregate Base	CY	200		
PART 00700 – WEARING SURFACES						
17	00745	Level 3, 1/2-Inch ACP	TON	245		
18	00745	Level 3, 1/2-Inch, Forta-Fi Treated ACP	TON	1520		
19	00759	Concrete Curb and Gutter	FOOT	20		
PART 00800 – PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES						
20	00865	Thermoplastic, Extruded or Sprayed, Surface, Non-Profiled, 4-Inch Wide	FOOT	4995		
21	00865	Thermoplastic, Extruded or Sprayed, Surface, Non-Profiled, 8-Inch Wide	FOOT	4860		
22	00867	Pavement Legend, Type AB: Turn Arrows	EA	10		

**BID SCHEDULE (ADDENDUM #1)
 SUNSET BOULEVARD AND APRIL COURT PAVEMENT REHABILITATION
 (SW SUNSET BOULEVARD PAVING BID SCHEDULE)**

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
23	00867	Pavement Legend, Type AB: "SCHOOL"	EA	4		
24	00867	Pavement Legend, Type AB: "X-ING"	EA	4		
25	00867	Pavement Legend, Type AB: Bicycle Symbol with Arrow	EA	2		
26	00867	Pavement Legend, Type AB: Straight/Turn Arrow Combination	EA	2		
27	00867	Pavement Bar, Type AB	SF	673		
PART 00900 – PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS						
28	00990	Detector Loop Installation	EA	6		
TOTAL SW SUNSET BOULEVARD PAVING BID						

SW SUNSET BOULEVARD PAVING BID WRITTEN IN WORDS:

_____ DOLLARS AND _____ CENTS

The lowest responsive bidder will be determined by the lowest sum of both of the project bid schedules (SW Sunset Boulevard Paving and SW April Court Paving).

In the event of discrepancy, the amount in words shall dictate.

In accordance with the provisions of the Oregon Standard Specifications for Construction, 2015 Edition as modified by these bid documents, the undersigned Bidder submits the following Bid Schedule with the understanding that City reserves the right to increase, decrease, or completely eliminate quantities as set forth in 00120.20. Also, the Bidder offers to do the work, whether quantities area changed (increased or decreased) in accordance with 00195.20, or not changed, at the unit rate price stated in the following Bid Schedule:

 Signature of Authorized Agent

 Company Name

 Printed Name

 Date

**BID SCHEDULE (ADDEDNDUM #1)
 SUNSET BOULEVARD AND APRIL COURT PAVEMENT REHABILITATION
 (SW APRIL COURT PAVING BID SCHEDULE)**

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
PART 00200 -- TEMPORARY FEATURES AND APPURTENANCES						
1	00210	Mobilization	LS	1		
2	00225	Temporary Work Zone Traffic Control, Complete	LS	1		
3	00280	Erosion Control	LS	1		
PART 00300 -- ROADWORK						
4	00330	Asphalt and Base Rock Removal	SY	977		
5	00344	Treated Subgrade, 10-Inches Thick	SY	977		
6	00344	Portland Cement	TON	32		
PART 00400 -- DRAINAGE & SEWERS						
7	00470	Catch Basin, Type CG-2	EA	1		
8	00490	Minor Adjustment of Manholes	EA	1		
9	00490	Adjusting Boxes	EA	3		
PART 00700 -- WEARING SURFACES						
10	00745	Level 2, 1/2-Inch ACP	TON	236		
TOTAL SW APRIL COURT PAVING BID						

SW APRIL COURT PAVING BID WRITTEN IN WORDS:

_____ DOLLARS AND _____ CENTS

The lowest responsive bidder will be determined by the lowest sum of both of the project bid schedules (SW Sunset Boulevard Paving and SW April Court Paving).

In the event of discrepancy, the amount in words shall dictate.

In accordance with the provisions of the Oregon Standard Specifications for Construction, 2015 Edition as modified by these bid documents, the undersigned Bidder submits the following Bid Schedule with the understanding that City reserves the right to increase, decrease, or completely eliminate quantities as set forth in 00120.20. Also, the Bidder offers to do the work, whether quantities area changed (increased or decreased) in accordance with 00195.20, or not changed, at the unit rate price stated in the following Bid Schedule:

 Signature of Authorized Agent

 Company Name

 Printed Name

 Date



**APPLICATION AND PERMIT TO OCCUPY OR
PERFORM OPERATIONS UPON A STATE HIGHWAY**

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

CLASS : 5	KEY#
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GENERAL LOCATION			PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)		
HIGHWAY NAME AND ROUTE NUMBER OR-99W / 1W(91) / Pacific Highway West			<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE
HIGHWAY NUMBER 1W	COUNTY Washington		<input type="checkbox"/> BURIED CABLE	TYPE	
BETWEEN OR NEAR LANDMARKS Sunset Blvd			<input type="checkbox"/> PIPE LINE	TYPE	
HWY. REFERENCE MAP Straight Line	DESIGNATED FREEWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IN U.S. FOREST <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> NON-COMMERCIAL SIGN	FEE AMOUNT	
APPLICANT NAME AND ADDRESS City of Sherwood - Engineering 22560 SW Pine Sherwood, OR 97140 Attn: Craig Christensen 503 925 2301			<input checked="" type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW		
			FOR ODOT USE ONLY BOND REQUIRED REFERENCE: AMOUNT OF BOND <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO OAR 734-55 035(2) INSURANCE REQUIRED REFERENCE: SPECIFIED COMP. DATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO OAR 734-55 035(1) 10/31/15		

DETAIL LOCATION OF FACILITY(For more space attach additional sheets)

MILE POINT	MILE TO POINT	ENGINEERS STATION	ENGINEERS TO STATION	SIDE OF HWY OR ANGLE OFCROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
					CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
16.66	16.66			R/ Northbound					

DESCRIPTION AND LOCATION OF NON-COMMERCIAL SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES

Permit is issued for paving and loop replacement for City paving project on Sunset Blvd. All work and traffic control shall be to ODOT standards and specifications. Work hrs are 9am to 3pm if signal is not turn off for traffic control. If signal is turned off work will be night work from 8pm to 5am.

SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)

- TRAFFIC CONTROL REQUIRED YES [OAR 734-55-025(6)] NO
- OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED? YES [OAR 734-55-100(2)] NO [OAR 734-55-100(1)]
- ◆ **AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE AT TELEPHONE NUMBER: 971 673 6200 Jim**
OR FAX A COPY OF THIS PAGE TO THE DISTRICT OFFICE AT: 503 653 5655 **SPECIFY TIME AND DATE IN THE SPACE BELOW.**
 - ◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
 - ◆ **ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987. CALL BEFORE YOU DIG 1-800-332-2344**

COMMENTS - ODOT USE ONLY

1. Work will comply with permit, attached provisions (5pg.), and approved plans to satisfaction of District Manager or representative.
2. Work not in compliance shall be removed, repaired to meet ODOT standards, approval by District Manager or representative.
3. Applicant shall call 503 969 1035 for any electrical locates within ODOT's right of way prior to starting any work

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE 	TITLE Public Works Director	DATE 4/14/15
APPLICANT SIGNATURE 	APPLICATION DATE 4-13-15	TITLE Engineering Associate II
When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached: and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.		TELEPHONE NO. (503) 925-2301
DISTRICT MANAGER OR REPRESENTATIVE <input checked="" type="checkbox"/>		APPROVAL DATE



GENERAL PROVISIONS FOR POLELINE, PIPELINE, BURIED CABLE, AND MISCELLANEOUS PERMITS

Revised January 2015

APPLICANT: CITY OF SHERWOOD	
HIGHWAY: 1W	MP: 16.66

All checked (☒) provisions apply.

WORKSITE

1. Permittee must call for utility locates before digging ("Call Before You Dig!" 1-800-332-2344 or 8-1-1) per Oregon Administrative Rules (Chapter 952, Division 1). You may be held liable for damages. Premarking of excavation areas is required.
2. Permittee shall have a copy of this permit and all attachments at the work site. They shall be available to the District Manager or representative at their request.
3. Permittee shall acknowledge, in writing, receipt and review of Oregon Administrative Rules (Chapter 734, Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of permit or agreement. Copies of this rule may be obtained from any district maintenance office.
4. Permittee shall review the Oregon Administrative Rules (Chapter 734 Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Web site: http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_055.html
5. Access control fence must be maintained during construction and restored to its original or better condition after construction is complete.
6. The permittee shall not use state highway right of way to display advertising signs or merchandise of any kind.
7. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is strictly prohibited.
8. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up.
9. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
10. The spreading of mud or debris upon any state highway is strictly prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each work day, or more frequently if so determined by the District Manager or representative.
11. Permittee shall replace any landscape vegetation or fences that are destroyed. Any damage that is not fully recovered within 30 days (weather permitting) shall be replaced by ODOT at the expense of the permittee. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting and all landscape construction has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.
12. Permittee shall install and maintain landscaped area as shown on the attached drawings. Planting shall be limited to low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. The Oregon Department of Transportation (ODOT) shall have the right to remove said landscaping at any time such removal may appear to be in the public interest, without liability or loss, injury, of damage or any nature whatsoever.

TRAFFIC

- 13. During construction or maintenance, the work area shall be protected in accordance with the current [Manual on Uniform Traffic Control Devices \(MUTCD\)](#), Federal Highway Administration, U.S. Department of Transportation, and the Oregon Department of Transportation supplements thereto. Flaggers must have a card or certificate indicating their completion of an approved work zone traffic control course. All traffic control devices shall be maintained according to the American Traffic Safety Services Association (ATSSA), Quality Standards for Work Zone Traffic Control Devices handbook.
- 14. Permittee shall provide a detailed traffic control plan for each phase of the work, showing signs and cones. Plans shall be reviewed by Oregon Department of Transportation in advance of construction or maintenance.
- 15. All damaged or removed highway signs shall be replaced by the permittee. Installation shall be according to MUTCD standards or ODOT specifications, and shall be completed as soon as possible but no later than the end of the work shift.
- 16. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM (Monday through Friday) without prior approval by ODOT.
- 17. Hours of work shall be If signal is turned off work will be night work 8pm to 5am.

DRAINAGE

- 18. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
- 19. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 36 inches; minimum depth outside of ditch shall be 42 inches).
- 20. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion.
- 21. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
 - Whenever a four inch pipe is inadequate to serve the developed area,
 - development site is one acre or larger in size and directly or indirectly affects state facilities,
 - or as directed by the District Manager or representative.
- 22. Permittee shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
- 23. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction.

EXCAVATION / CONSTRUCTION

- 24. The following ODOT documents and any supplements and subsequent revisions thereto, where applicable and not otherwise superseded by the permit language herein, but only to the extent that they provide standards and performance requirements for work to be performed under the permit, shall be incorporated for use in the permit:

“Oregon Standard Specifications for Construction (2015)”. ODOT shall have authority over acceptance of all materials and workmanship performed under this permit as stated in Section 00150.00 of the “Oregon Standard Specifications for Construction (2015).”

For additional Supplemental and Special Provisions please refer to:
http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml Standard Specification books are available on this site.
- 25. Open cutting of pavement is allowed in areas specifically approved by District Manager or representative.
- 26. Trench backfill shall be according to the attached typical drawing, marked as Exhibit A.

- 27. Open cutting of the highway is allowed with construction in accordance with OAR 734-55-0100. All excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift. In special cases where steel plates are allowed, said plates shall be pinned and a temporary cold patch applied to the edges. The permittee shall be fully responsible for monitoring and maintenance of temporary patching and steel plating.
- 28. Compaction tests shall be required for each open cut per Oregon Standard Specification for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction test shall be provided to District Manager or representative at applicants' expense.
- 29. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
- 30. Surface restoration shall be a minimum of eight inches of hot asphalt-concrete (AC), compacted in two inch lifts, or match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
- 31. All aggregate shall conform to Oregon Standard Specification for Construction, Section 02630 - Base Aggregate.
- 32. Any area of cut or damaged asphalt shall be restored in accordance with the included attachment "T-Cut Typical Section" drawing. For a period of two years following the patching of paved surface, permittee shall be responsible for the condition of permittee's pavement patches, and during that two year period shall repair to District Manager or representative satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.
- 33. An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per "Oregon Standard Specification for Construction (2008)" and any subsequent revisions thereto. Typical overlay shall be 1.5 inches deep and cover the affected area from edge of pavement to edge of pavement, and taper longitudinally at a fifty feet to one inch (50' : 1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the surface, the permittee shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
- 34. Highway crossings shall be bored or jacked. Bore pits shall be located behind ditch line or in areas satisfactory to the District Manager or representative. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
- 35. Permittee shall install a "tracer wire" or other similar conductive marking tape or device, if installing any non-conductive, unlocatable underground facility, in order to comply with Oregon Utilities Coordination Council (OUCC), per OAR 952-01-0070 (6).
- 36. Trench backfill outside of ditch line or in approved areas can be native soil compacted at optimum moisture in twelve inch layers to 90% or greater of the maximum density.
- 37. Native material that is found to be unsatisfactory for compaction shall be disposed of off the project and granular backfill used.
- 38. Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at applicant's expense.
- 39. Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
- 40. No more than 300 feet of trench longitudinally along the highway shall be left open at any one time and no trench shall be left in an open condition overnight.
- 41. Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion to be inlaid with an acceptable riprap material.

- 42. All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments. All non-metallic water, sanitary and storm sewer pipe shall have an electrically conductive insulated Number 12-gauge copper tracer wire the full length of the installed pipe using blue wire for water and green for storm and sanitary sewer piping.
- 43. Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
- 44. Utility markers and pedestals shall be placed as near the highway right-of-way line as practical. In no case shall pedestals and line markers be located within the highway maintenance area.
- 45. No cable plowing is allowed within the lateral support of the highway asphalt (i.e. at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).
- 46. Review by ODOT Bridge Engineers is required for all proposed bridge and structure attachments and for utility or any facilities to be installed within sixteen feet of bridge foundations, supports, walls or related, or within the influence zone of bridge facilities.

MISCELLANEOUS

- 47. Permittee shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
- 48. If the permittee impacts a legally protected/regulated resource, permittee shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.
- 49. Plans are approved by ODOT in general only and do not relieve the permittee from completing construction improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, permittee is responsible to provide "as built" drawings, within 60 days from completion of highway improvements, and shall submit them to the District Office issuing the permit.
- 50. Permittee shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, applicant shall be responsible for all costs and coordination associated with it's reestablishment by a professional licensed surveyor.

By this signature applicant accepts all checked () provisions (4 pages).

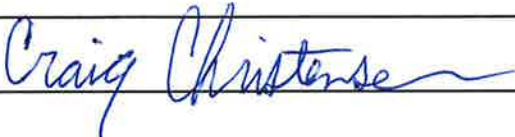
Applicant signature: 	Date: 4-13-15
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SPECIAL PROVISIONS

WORK TO BE DONE

This project is called Sunset Boulevard and April Court Pavement Rehabilitation and is located in the City of Sherwood, Washington County, Oregon. The Work to be done under this Contract consists of the following:

Project Description

The Work to be done under this Contract consists of the following:

1. Asphalt grinding.
2. Cement base treatment.
3. Asphalt concrete pavement.
4. Traffic control.
5. Other miscellaneous items for completion of work.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2015 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 not federally funded.

PART 00100 – GENERAL CONDITIONS

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

Remove the following definitions and replace as noted:

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

Comply with Section 00120 of the Standard Specifications modified as follows:

Remove the text of the following subsection and replace with the following:

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 Tuesday, April 21, 2015 at 5:00 PM (PDT)** 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.

Remove the text of the following subsection and replace with the following:

00120.05 Requests for Solicitation Documents –

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

Remove the text of the following subsection and replace with the following:

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
- Bidder's Checklist

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- Bid Statement
- Bid Schedule
- First Tier Subcontractor Disclosure Form
- Bid Bond
- Certificate of Non-Collusion
- Compliance with ORS 279C.840
- Certification of Asbestos Abatement
- Certificate of Non-Discrimination
- Customer Service Acknowledgment
- Prequalification Acknowledgement
- Bidder Responsibility Form
- Addendum Acknowledgment (Example)

Modify the third paragraph of the following subsection as noted:

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 ~~in sufficient time~~ at least seven (7) days prior to bid opening 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. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Engineer. Such notification shall also be made ~~in sufficient time~~ at least seven (7) days prior to bid opening for the Agency to make any necessary modifications and issue Addenda to Bidders prior to Bid Closing.

Revise the first paragraph in the following subsection as noted:

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). It is the Bidders responsibility to check the website to receive and review Addenda. ~~See the ODOT web site page included with the Special Provisions for the web site address where the Addenda are available.~~

Modify the text of the following subsection as follows:

00120.40 Preparation of Bids

(a)(1) Paper Bids

Signatures and initials shall be in ink, ~~except for changes submitted by facsimile (FAX) transmission as provided by 00120.60 (in which case FAX signatures shall be considered originals).~~

No changes shall be submitted by facsimile.

Remove the text of the following subsection and replace with the following:

00120.40 Preparation of Bids

(a)(2) Electronic Bids –

Electronic Bids will not be accepted for this project.

Remove the text of the following subsection and replace with the following:

00120.40 Preparation of Bids

(c)(2) Electronic Bids Schedule Entries –

Electronic Bids will not be accepted for this project.

Remove the following text of the following subsection as noted:

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, or digitally signed, as appropriate, by a duly authorized representative of the Bidder. In addition, the electronic Bid requires the unique ID obtained from BidExpress® and approved by the Agency.~~

Remove the text of the following subsection and replace with the following:

00120.40 Preparation of Bids

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

Electronic Bids will not be accepted for this project.

Modify the following text of the following subsection as noted:

00120.40 Preparation of Bids

(f) Disclosure of First Tier Subcontractors –

The Subcontractor Disclosure Form may be submitted for a paper Bid either:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid at the time and place designated for receipt of Bids; or
- By removing it from the paper Bid Booklet, filling it out and submitting it separately to the ~~ODOT Procurement Office, Procurement Manager at the address or FAX number~~ given in the Bid Booklet; or
- ~~By e-mail, using the form and address provided on the Agency's web site named in the paper Bid Booklet.~~

~~The Subcontractor Disclosure Form may be submitted for an electronic Bid either:~~

- ~~• By filling out the Subcontractor Disclosure Form included as a file in the electronic Bid Booklet and submitting it together with the Bid, using the BidExpress® website, at the time designated for receipt of Bids;~~
- ~~• By filling out the Subcontractor Disclosure Form included as a file in the electronic Bid Booklet, printing it, and submitting it separately to the ODOT Procurement Office, Procurement Manager at the address or FAX number given in the Bid Booklet; or~~
- ~~• By e-mail, using the form and address provided on the Agency's web site named in the electronic Bid Booklet.~~

~~Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the ODOT Procurement Office Construction within two working hours of the time designated for receiving Bids.~~

~~E-mail submissions must be fully compatible with Word for Windows®. The Agency is not responsible for partial, failed, illegible or partially legible facsimile (FAX) transmissions or e-mail submittals, and such forms may be rejected as incomplete.~~

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

Modify the following subsection as noted:

00120.45 Submittal of Bids:

(a) Bids - Bids may be submitted by mail, parcel delivery service, or hand delivery to the offices and addresses, and at the times given in the Bid Booklet. Submit Bids in a sealed envelope provided by the Agency, or a reasonably similar envelope marked with the word "Bid", the name of the Project, and the words "To Be Opened Only by Authorized Personnel" on the outside. If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the Bid inside the delivery or courier service's envelope. Closing time for acceptance of Bids is ~~9 a.m. local time on the day of Bid Opening~~ 2:00PM (PDT) on Thursday, April 23, 2015. Bids submitted after the time set for receiving Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

Remove the following text of the following subsection and replace as noted:

00120.45 Submittal of Bids:

~~**(b) Electronic Bids** - Electronic Bids shall be submitted using the latest version of Trns Port Expedite® Bid and be submitted using the BidExpress® website. Closing time for acceptance of Bids is 9 a.m. local time on the day of Bid Opening. ODOT and BidExpress® will not accept any Bids submitted after that time.~~

No Electronic Bids will be accepted for this project.

Modify the text of the following subsection as noted:

00120.60 Revision or Withdrawal of Bids:

(a) Bids - Information entered into the Bid Booklet by the Bidder may be changed after the Bid has been delivered to the ~~ODOT Procurement Office Construction~~ appropriate person or office identified in the Bid Booklet, provided that:

- Changes are prepared according to the instructions identified in the Bid Booklet;
- Changes are received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids;
- The Bid number is included; and
- The changes are submitted in writing ~~or by electronic facsimile (FAX) transmission to the FAX number(s)~~ given in the paper Bid booklet, signed by an individual authorized to sign the Bid. ~~FAX submittals received by the Agency shall constitute an original document.~~
- The request is received by the agency prior to closing time for acceptance of Bids.

A Bidder may withdraw its ~~paper~~ Bid after it has been delivered to the ~~ODOT Procurement Office – Construction~~ address in the Invitation to Bid, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead, either in person ~~or by FAX~~, and includes the Bid number;
- 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.

Delete the text of the following subsection and replace as noted:

00120.60 Revision or Withdrawal of Bids:

(b) Electronic Bids -

No Electronic Bids will be accepted for this project.

Modify the text of the following subsection as noted:

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 is submitted on documents not obtained directly from the ODOT Procurement Office – Construction Contracts Unit, downloaded from ODOT eBIDS web site, or is submitted by a Bidder who is not registered on ODOT's "Holders of Bidding Plans" list, as required by 00120.05~~
- The Bid has entries not typed or in ink, or has signatures or initials not in ink ~~(save for changes received by FAX as provided by 00120.60).~~
- ~~Electronic Bids not received for failure to comply with all requirements of BidExpress®.~~
- The Bid or Bid Modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.01.
- The Bid is submitted on documents not obtained directly from the City of Sherwood or from the City of Sherwood website.
- 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.

Delete the following subsection in its entirety:

~~00120.95 Opportunity for Cooperative Arrangement~~

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications modified as follows:

Delete the text of the following subsection and replace with the following:

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.

Delete the second paragraph of the following subsection and replace with the following:

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.

Add the following Subsection:

00130.40 Contract Bonds, Certificates, and Registrations -

(e) 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

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

Add the following Subsection:

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.

1. Record location of underground services and utilities as installed.
2. Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
3. Record changes in dimension, location, grade or detail to that shown on the plans.
4. Record changes made by change order
5. Record details not in the original plans
6. Provide fully completed shop drawings reflecting all revisions

Add the following text to the following subsection:

00140.70 Cost Reduction Proposals –

Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Engineer, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

Add the following bulleted item to the following subsection:

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

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

Add the following bullets and text to the following subsection as noted:

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:

- Contract Change Orders;
- Permits from governmental agencies;

City of Sherwood

Sunset Boulevard and April Court Pavement Rehabilitation
Division Four – Special Provisions (Addendum #1)

- 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.

Delete the text of the following subsection and replace with the following:

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 by hiring a licensed professional surveyor in the State of Oregon at his/her expense. Since the project was not surveyed, an electronic copy of the base drawing is not available for the construction staking of this project. 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.

Add the following text to the following subsection as noted:

**00150.35 Plans and Working Drawings:
(d)(1) Stamped Working Drawings –**

Stamped Working Drawings will be designated as "reviewed and accepted" or "reviewed with comments" by the Engineer.

Delete the text of the following subsection and replace with the following:

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.

Delete the text of the following subsection and replace with the following:

**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.

Add the following text to the following subsection as noted:

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 Bond 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.

Add the following text to the following subsection as noted:

00150.96 Maintenance Warranties and Guarantees

The Contractor shall provide a 10% Maintenance Bond for a period of two (2) years from the

date of final acceptance by the Agency. A surety licensed to do business as a surety in the state of Oregon shall provide the Maintenance Bond.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Agency of all claims and all liability to the Contract other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for every act and neglect of the Agency and its agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds or diminish the Agency's rights under the guaranty provisions.

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 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 Contractor, 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

Comply with Section 00170 of the Standard Specifications modified as follows:

Add the following text to the following subsection as noted:

00170.70(a) Insurance Coverages –

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

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000.00	\$2,000,000.00
Commercial Automobile Liability	\$1,000,000.00	\$1,000,000.00

Add the following text to the following subsection as noted:

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 Oregon Department of Transportation and its officers, agents, and employees.

Add the following text to the following subsection as noted:

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.

Clean Water Services and its officers, agents, and employees.

The Oregon Department of Transportation and its officers, agents, and employees.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

Modify the text in the following subsection as noted:

00180.06 Assignment of Funds Due under the Contract - Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The assignment request is made on ~~the~~ a form ~~provided by~~ acceptable to the Agency;

Delete the following text in the following subsection:

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 Agency approves the Contractor's request to subcontract, the Agency will provide its consent to the Contractor's request as follows:~~

- ~~• If the subcontractor is not providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 7 Calendar Days after the Engineer's receipt of the request.~~
- ~~• If the subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(f) plus 7 Calendar Days to review and approve the subcontract request.)~~

Add the following bulleted items to the following subsection:

00180.40 Limitation of Operations:
(a) In General –

- Limited hours of construction between 7:00 AM until 6:00 PM, Monday through Friday for SW Sunset Boulevard and 8:30 AM until 6:00 PM, Monday through Friday for SW April Court.
- 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.

Add the following subsection:

00180.40(c) Specific Limitations –

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

Limitations	Subsection
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)

Add the following text to the following subsection:

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.

Add the following text to the following subsection:

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.

Add the following subsection:

00180.41(a)(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.

Add the following subsection:

00180.41(a)(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.

Delete the text of the following subsection and replace as follows:

00180.42 Preconstruction Conference:

Within three (3) working days of the Notice to Proceed, 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:

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(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.

Add the following Subsection:

00180.50(h) Contract Time –

All Work under the contract, except vegetation establishment, must be completed by June 19, 2015.

Work on this project may not commence until after the contract is signed by both the contractor and the City. City Council approval is required prior to the City Manager signing the contract. City Council approval of the resolution for the City Manager to sign the contract is anticipated to occur at the May 5, 2015 City Council Meeting.

Construction within SW April Court may not commence until the new water line within SW April Court has been installed, tested and approved. Water line construction is anticipated to be completed in May, 2015. Coordinate timing with City Inspector.

Modify the text of the following subsection as noted:

00180.85(b) Liquidated Damages –

The Agency will sustain damage if the Work is not completed within the specified Contract Time. However, in certain Agency projects it may be unduly burdensome and difficult to demonstrate the exact dollar value of such damages. The Agency will identify such projects in the ~~Special Provisions~~ Contract Documents related to them. In these projects, the Contractor agrees to pay to the Agency, not as a penalty but as liquidated damages, the amount specified in the ~~Special Provisions~~ Contract Documents for each Calendar Day the Contractor expends performing the Contract in excess of the Contract Time or adjusted Contract Time.

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

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

Modify the text of the following subsection as noted:

00190.20(g) Agency-Provided Weigh Technician –

~~If the Contractor provides vehicle weigh scales without a weigh technician meeting the requirements of this Subsection, the Agency will provide a weigh technician at the Contractor's expense. The hourly cost for the weigh technician will be as stated in the Special Provisions. The Contractor shall provide, and pay for, a weigh technician for a vehicle weigh scale. The Contractor shall provide a weighhouse for the weigh technician according to Section 00205. The Agency's 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

Comply with Section 00195 of the Standard Specifications modified as follows:

Delete the text from the following subsection and replace with the following:

00195.12(d) Steel Materials Pay Item Selection - No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

Delete text from the following subsection as noted:

00195.50(c) Forms of Retainage

- (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). ~~Interest earned on the account shall accrue to the Contractor.~~ Amounts retained and interest earned 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).

Modify the third paragraph from the following subsection as noted:

Add the following subsections as follows:

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.

- (e) 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

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications modified as follows:

Add the following text to the following subsection:

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.

Delete the following subsection:

00199.20 Protest Procedure –

- ~~(g) **Protest Evaluation by Third Party Neutral**~~

Add the following subsection:

00199.30 Claims Procedure –

- (f) **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.

Add the following text to the following subsection:

00199.40(b) Step 1: Region Level Review

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

Director.

Modify the text of the following subsection as noted:

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 ~~or 4 (see (d) and (e) below), as applicable. For purposes of determining which process to use for claims under Step 3 or 4 concerning a combination of additional compensation and Contract Time or for Contract Time only, the value of the claim or portion of the claim for Contract Time will be assumed to be the appropriate Liquidated Damages given in 00180.50 of the Special Provisions multiplied by the number of Calendar Days in question. If applicable, advancement of the claim is subject to the provisions of 00199.60 regarding waiver and dismissal of the claim or portions of the claim.~~

Delete the following subsection and replace with the following:

~~**00199.40(d) Step 3: Arbitration; Claims Review Board**~~

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.

Delete the following subsection in its entirety.

~~**00199.40(e) Step 4: Litigation**~~

Add the following subsection:

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

Comply with Section 00210 of the Standard Specifications modified as follows.

Add the following text to the following subsection:

00210.00 Scope –

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

Comply with Section 00220 of the Standard Specifications modified as follows:

Modify and add the following bulleted items of the following subsection:

00220.02 Public Safety and Mobility

- Do not block driveways ~~for more than two hours~~ except as noted in the Contract Drawings unless otherwise authorized in writing.
- Do not install traffic control signs in a manner in which they will block an open bike lane or open walkway.
- Contractor shall install barricades with signage for any bike lane or walkway closure and sign for alternate routing of bicycle and pedestrian traffic.
- SW Sunset Boulevard shall have one direction of traffic open at all times.
- A traffic control plan for SW Sunset Boulevard has been included in the Contract Drawings.
- Notify the City of Sherwood Police Department of all changes to the traffic control prior to completing the change. Contact Mark Daniel at danielm@sherwoodoregon.gov

(ph.503-625-7104).

- Notify the Tualatin Valley Fire & Rescue Department of all changes to the traffic control prior to completing the change. Contact Amber Cross at amber.cross@tvfr.com (Ph. 503-259-1517).
- Notify the Sherwood School District of all changes to the traffic control prior to completing the change. Contact Robert Fagliano and Becky Hornberger at rfagliano@sherwood.k12.or.us (Ph. 503-825-5920) and bhornberger@sherwood.k12.or.us (Ph. 503-825-5922).
- Notify the United States Post Office of all changes to the traffic control prior to completing the change. Contact Pamela Kennedy at Pamela.c.kennedy@usps.gov (Ph. 503-692-0423).
- Notify Pride Disposal of all changes to the traffic control to occur on Fridays prior to completing the change. Contact kristen@pridedisposal.com (Ph. 503-625-6177).
- Notify the Principal of the Middleton Elementary School of all changes to the traffic control prior to completing the change. Contact Jeremiah Patterson at jpatterson@sherwood.k12.or.us (ph. 503-825-5300).
- Notify the Executive Director of the YMCA of all changes to the traffic control prior to completing the change. Contact Renee Brouse at rbrouse@ymcacw.org (ph. 503-862-4010).
- Carbon copy City Inspector at johnsonl@sherwoodoregon.gov all traffic control notification emails.

Modify the following bulleted item of the following subsection:

00220.03 Work Zone Notifications

(b) Closures -

- **Roads** –Lane direction closures will be allowed for SW Sunset Boulevard in compliance with the traffic control plan in the Contract Drawings. No road closure of SW April Court will be allowed unless otherwise approved by the Inspector.

Add the following bulleted items to the following subsection:

00220.40(c) Driveways –

- Communicate with all affected property owners at least 2 days in advance of any work which will affect access to the property.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

Add the following bulleted items in the following subsection:

00225.05 Contractor Traffic Control Plan –

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- 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 Owner.

Modify the text of the following subsection as noted:

00225.10 General - Evaluate the condition of TCD using the criteria shown in the most current version in effect of the American Traffic Safety Services Association (ATSSA) publication titled ~~"Quality Guidelines for Temporary Traffic Control Devices and Features"~~ "Manual on Uniform Traffic Control Devices for Streets and Highways". Use new TCD or TCD meeting the "Acceptable" quality category of the ATSSA publication for all installations unless otherwise specified. Provide test results, quality compliance certificates, equipment lists, and drawings when specified. Acceptance will be by the QPL, test results, quality compliance certificates, equipment lists, drawings, and testing as necessary to assure compliance with the Specifications. After TCD have been installed and accepted on the Project, inspect and maintain the condition of the devices.

00225.90 Payment -

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 Owner.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

Add the following text to the following subsection:

00280.02 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.

Add the following text to the following subsection as noted:

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

Comply with Section 00290 of the Standard Specifications modified as follows:

Add the following text to the following subsection:

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.

Add the following subsection

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.
- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.

- Underwater blasting is not allowed.
- 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.

Delete the text of the following subsection and replace with the following:

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

PART 00300 – ROADWORK

Comply with Section 00300 of the Standard Specifications modified as follows:

Add the following Section:

SECTION 00305 – CONSTRUCTION SURVEY WORK

Description

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors" February 1, 2014 Edition. This manual is available on the web at:

<http://www.oregon.gov/odot/hwy/geometronics/docs/constructionsurveyingmanualforcontractors2014.pdf>

No survey information was shot for this design. Therefore, there is no AutoCad information that can be supplied to the contractor that is useable for construction staking.

Contractor shall measure location of all piping encountered during the project and mark on as-built to be supplied to the City.

Measurement

00305.80 Measurement – No measurement of quantities will be made for construction survey work.

Payment

00305.90 Payment – The accepted quantities of performing construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work."

Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, cut sheets, and all other related preparation work.

Costs incurred as a result of survey errors will be borne by the Contractor. Such costs include price adjustments for failure to meet requirements of the construction specifications, repair or removal and replacement of deficient product, and over-run of material.

Costs incurred as a result of having to replace disturbed or removed reference stakes (traffic, kids, etc.) will be borne by the Contractor.

Progress payments will not be in excess of the reasonable value of the surveying work as estimated by the Engineer.

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications supplemented and modified as follows:

Add the following text to the following subsection:

00310.00 Scope –

This work 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:

- Concrete curb.
- Branch trimming.
- Traffic signal detector loops
- Other miscellaneous structures or obstructions encountered in the field designated to be removed by the engineer.

The City Inspector shall be notified prior to and approve any tree trimming by the Contractor that is necessary to complete the work. If any tree trimming is to occur, the clean cuts shall be made and sealed meeting the approval of the Inspector.

Add the following text to the following subsection:

00310.44 Earthwork in Connection with Removal –

Provide aggregate backfill and compaction for all holes or utility trenches, associated with work in this section, up to the proposed roadway subgrade or to bring the trench bottom to the lines and grades necessary to install the proposed pipe. Native backfill may be used in locations outside of the right-of-way and driving areas at the discretion of the Inspector. No separate payment will be made for this work.

Add the following text to the following subsection:

00310.80 Measurement –

Measurement for this work will be paid for on a Lump Sum Basis.

SECTION 00320 – CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications supplemented and/or modified as follows:

Add the following text to the following subsection:

00320.00 Scope –

All trees, shrubs, plants, flower bulbs, etc. shall be removed, protected and reinstalled unless otherwise designated on the Contract Drawings or as designated by the Engineer.

Delete the text from the following subsection and replace as noted:

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.

Add the following text to the following subsection:

00320.40(b)(3) Tree Trimming –

Any branch that requires trimming shall be done so with a clean vertical cut. The cost of tree trimming is incidental.

Delete the first paragraph of the following subsection and replace with the following:

00320.40(b)(4) Trees to be Saved –

All trees within the project vicinity are to be saved unless otherwise designated on the Contract Drawings or as designated by the Engineer.

Add the following text to the following subsection:

00320.80 Measurement –

There will be no measurement of quantities for “Clearing and Grubbing” work.

Delete the text of the following subsection and replace as follows:

00320.90 Payment – There will be no payment for work performed under this section.

SECTION 00330 – EARTHWORK

Comply with Section 00330 of the Standard Specifications supplemented and/or modified as follows:

Add the following text to the following subsection:

00330.02 Definitions –

Asphalt Removal - The removal of asphalt within SW Sunset Boulevard in the area of full depth pavement structure removal at the SW Sunset Boulevard/SW Timbrel Lane intersection. No additional payment will be made for saw cutting.

Base Rock Removal - The removal of asphalt within SW Sunset Boulevard in the area of full depth pavement structure removal at the SW Sunset Boulevard/SW Timbrel Lane intersection.

Asphalt and Base Rock Removal – The removal of asphalt and base rock on SW April Court as necessary to achieve desired final grade of asphalt meeting the conditions of the Contract Drawings upon cement treatment of the base and placement of the new asphalt. No additional payment will be made for saw cutting.

Foundation Grading – The excavation, grading and compaction of the existing subgrade to create positive drainage of the subgrade to the newly constructed underdrain.

Add the following subsection:

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.

Delete the text of the following subsection and replace with the following:

00330.80 Measurement –

“Asphalt and Base Rock Removal” will be measured by the surface of the removal area.

No measurement of quantities will be made for work performed under “Foundation Grading”.

Delete the text of the following subsection and replace with the following:

00330.93 Excavation Basis Payment –

Pay Item	Unit of Measurement
(f) Asphalt Removal	Cubic Yard
(g) Base Rock Removal	Cubic Yard
(h) Asphalt and Base Rock Removal	Square Yard
(i) Foundation Grading	Lump Sum

All general excavation and borrow excavation required for the construction of this project is incidental to other bid items.

SECTION 00344 – TREATED SUBGRADE

Comply with Section 00344 of the Standard Specifications modified as follows:

00344.40 – Preparation

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Existing asphalt surface shall be removed and disposed of off-site. Existing base rock/earth shall be removed as necessary to establish subgrade of the roadway in preparation for cement treatment of the subgrade. Removal shall account for the addition of cement treatment and swelling from cement treatment operations.

The existing road base rock shall be tilled to a minimum depth of 10-inches. Cement treatment shall be mixed into the tilled base rock per the requirements of this section.

Add the following text to the following subsection:

00344.41 – Addition of Stabilizing Material

Portland cement content shall be 5-7% by weight as approved by the inspector.

Add the following text to the following subsection:

00344.42 – Mixing

Special attention shall be taken around utility structures, survey monument boxes and next to curbs to ensure that the material is thoroughly tilled, mixed with cement, moistened and compacted to the specified depth. Material that is inaccessible to the mixer shall be bladed or shoveled into the tilling and mixing process after which it shall be returned to its original position. Vibratory plate compactors shall be used to achieve compaction of the mixture in areas which are inaccessible to the rollers.

Modify the text of the following subsection as noted:

00344.43 – Finishing

Immediately after mixing the treated subgrade, grade the mixture to specified line, grade and cross section and compact the mixture to the specified density. Compact and finish within ~~12~~ 4 hours of the addition of cement treatment. ~~after compaction begins. If the Contractor has not compacted and finished the material within 12 hours, loosen the mixture and add stabilizing material and water as directed. Remix the freshened material, regrade and recompact, at no additional cost to the Agency.~~ During compaction, maintain the mixture at proper grade and cross section and at optimum moisture content.

Delete the text of the following subsection and replace with the following:

00344.44 – Curing

Immediately after the compaction and finishing of the cement treated base has been completed, while it is still moist, a 2-inch base lift of ACP shall be placed covering the entire cement treated base within the same day that the cement treatment mixing occurred.

00344.47 Work Near Underground Utility Infrastructure:

When a storm sewer line has been confirmed to be in conflict with tilling operations and no reasonable option exists or has been coordinated with the City Inspector to reduce tilling depth, cement treatment shall occur up to the edge of the existing storm sewer trench or to 12" minimum from the outside of the pipe, whichever is greater unless coordinated and approved otherwise the City Inspector. The contractor is responsible for locating storm sewer lines and determining their depth prior to performing any work that may be detrimental to

shallow utilities. Contractor field locating, potholing and exploratory excavations are incidental to the work.

All other utilities (public and private) that are in conflict with tilling operations, cement treatment shall occur up to a distance and/or depth approved by the owner/provider of that utility. It is the Contractor’s responsibility to notify the utility provider of any conflicts prior to performing work detrimental to the utility infrastructure.

Modify the following text in the following subsection:

00344.90 – Payment

(a) Treated Subgrade, 10-Inches Thick Square Yard

SECTION 00350 – GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications modified as follows:

Add the following text to the following subsection:

00350.90 – Measurement –

No measurement of “Drainage Geotextile” will be made as it is incidental to the Bid Item “4-Inch Drain Pipe”.

PART 00400 – DRAINAGE AND SEWERS

SECTION 00405 – TRENCH EXCAVATION, BEDDING AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

Delete the text of the following subsection and replace with the following:

00405.80 Measurement -

There will be no measurement of work under this Section.

Delete the text of the following subsection and replace with the following:

00405.90 Payment –

There will be no payment of work under this Section.

SECTION 00430 – SUBSURFACE DRAINS

Comply with Section 00430 of the Standard Specifications modified as follows:

Modify the following text to the following subsection:

00430.90 Payment -

Pay Item	Unit of Measurement
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(a) 4-Inch Drain Pipe Foot

~~Drainage geotextile will be paid for according to 00350.90.~~

Video inspection of the new drain pipe will be performed by City of Sherwood Public Works at no cost to the contractor.

SECTION 00440 – COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications.

SECTION 00442 – CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

SECTION 00470 – MANHOLE, CATCH BASIN, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

Add the following subsection:

00470.02 Catch Basin, Type CG-2

Catch Basin, Type CG-2 shall consist of the removal of the existing inlet, curb and surrounding material as necessary for the installation of the new catch basin and curb.

Modify the following subsection as noted:

00470.90 Payment -

Pay Item	Unit of Measurement
(k) Catch Basin, Type CG-2	Each

No separate or additional payment will be made for:

- Earthwork not covered as trench or ditch excavation
- Rock backfill
- Aggregate base backfill
- Drain tile
- Acceptance testing
- Removal of existing inlet
- Removal of existing concrete curb, asphalt or base rock
- Saw cutting
- Installation of new concrete curb
- Connection to existing storm sewer
- Surface restoration

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

Add the following subsections:

00490.01 Descriptive Terms:

Connection to Existing Manhole – This work consists of any work necessary to connect a new drain pipe to an existing catch basin.

Add the following text to the following subsection:

00490.40 General –

If drainage field tile is encountered during construction, notify the Engineer and the Agency's Project Manager. The intent will be to connect any functioning drain tile system to the storm system in an appropriate manner. Such connection must be noted on the as-built drawings and must be approved by the Engineer.

Modify text and add the following pay item to the following subsection:

00490.90 – Payment –

Pay Item	Unit of Measurement
(g) Connection to Existing Structures Catch Basin.....	Each

PART 00600 – BASES

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

Comply with Section 620 of the Standard Specifications modified as follows:

Modify the following text to the following subsection:

00620.90 Payment – The accepted quantities of work performed under this Section will be made at the Contract unit price, per square yard, for the item “Cold Plane Pavement Removal, 2-Inches Deep”

SECTION 00641 – AGGREGATE SUBBASE, BASE AND SHOULDERS

Comply with Section 00641 of the Standard Specifications Modified as follows:

Add the following text to the following subsection:

00641.80 Measurement –

Measurement will be on the volume basis.

Add the following text to the following subsection:

00641.90 Payment –

Pay Item	Unit of Measurement
(h) 1-1/2"-0" Aggregate Base	Cubic Yard
(i) 3/4"-0" Aggregate Base	Cubic Yard

PART 00700 – WEARING SURFACES

SECTION 00730 – EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications.

SECTION 00745 – ASPHALT CONCRETE PAVEMENT – STATISTICAL ACCEPTANCE

Comply with Section 00745 of the Standard Specifications modified as follows:

Add the following text to the following subsection:

00745.02 Definitions:

Forta-Fi Treated – ACP with Forta-Fi (or approved equivalent) fibers mixed in. Forta-Fi treated ACP shall be mixed and installed in accordance with manufacturer's recommendations.

Add the following text to the following subsection:

00745.12 Mix Type and Broadband Limits –

Asphalt Concrete Pavement shall have a performance grade of either PG 70-22 or PG 64-22.

Add the following text to the following subsection:

00745.44 Longitudinal Joints -

Treat all paved surfaces on and against which ACP is to be placed with an asphalt tack coat according to Section 00730. Immediately before applying the tack coat, clean and dry the surface to be tacked. Remove all material, loose or otherwise, that will reduce adhesion of the tack by brooming, flushing with water, or other approved methods.

All joints between the new ACP and existing asphalt surface shall be crack sealed.

Modify the text of the following subsection as noted:

00745.49(b)(3) Compaction, Normal Pavement, Moving Average Maximum Density Method

~~When this method is used,~~ compact the ACP to at least the percent of the MAMD applicable for the mix type and lift as follows:

Course of Construction ACP

First ACP lift less than 3 inches placed on aggregate base ~~91.0~~ 92.0 *
All other 92.0

* If any part of the width of a lift at a station requires ~~91.0~~ 92.0 percent, then the entire width of that lift at that station shall be ~~91.0~~ 92.0 percent

Add the following text to the following subsection:

00745.90 Payment –

Pay Item	Unit of Measurement
(c) Level 2, 1/2-Inch ACP	Ton
(d) Level 3, 1/2"-Inch ACP	Ton
(e) Level 3, 1/2-Inch, Forta-Fi Treated ACP	Ton

SECTION 00746 – CRACK SEALING FLEXIBLE PAVEMENTS

Comply with Section 00746 of the Standard Specifications modified as follows:

Add the following text to the following subsection as noted:

0746.00 Scope -

All joints between the new ACP and existing asphalt surface shall be crack sealed. All joints between new ACP and existing concrete curb shall be crack sealed.

Delete the text of the following subsection and replace with the following:

00746.80 Measurement – There will be no measurement of quantities under this Section.

Delete the text of the following subsection and replace with the following:

00746.90 Payment – Crack Sealing is incidental.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

Delete the text of the following subsection and replace with the following:

00759.80 Measurement – There will be no measurement of quantities under this Section.

Modify the text of the following subsection as noted:

00759.90 Payment –

Pay Item	Unit of Measurement
(a) Concrete Curb and Gutter	Foot

PART 00800 – PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES

SECTION 00850 – COMMON PROVISIONS FOR PAVEMENT MARKING

Comply with Section 00850 of the Standard Specifications.

SECTION 00865 – LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 00865 of the Standard Specifications modified as follows:

Add the following text to the following subsection:

00865.45 Installation -

Method AB thermoplastic markings shall be used.

Add the following text to the following subsection:

00865.90 Payment –

Pay Item	Unit of Measurement
Method AB (Non-Profiled Extruded or Sprayed)	
(i) Thermoplastic, Extruded or Sprayed, Surface, Non-Profiled, 4-Inch Wide.....	Foot
(j) Thermoplastic, Extruded or Sprayed, Surface, Non-Profiled, 8-Inch Wide.....	Foot

SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications modified as follows:

Add the following text to the following subsection:

00867.45 Installation –

Type AB thermoplastic markings shall be used.

Modify the text of the following subsection as noted:

00867.90 Payment –

Pay Item	Unit of Measurement
(a) Pavement Legend, Type AB: Turn Arrows	Each
(c) Pavement Legend, Type AB: "SCHOOL"	Each
(f) Pavement Legend, Type AB: "X-ING"	Each
(m) Pavement Legend, Type AB: Bicycle Symbol with Arrow	Each
(q) Pavement Legend, Type AB: Straight/Turn Arrow Combination	Each
(r) Pavement Bar, Type AB	Square Foot

Item (m) – Bike symbol and arrow combine to make up 1 unit.

PART 00900 – PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS

SECTION 00990 – TRAFFIC SIGNALS

Comply with Section 00990 of the Standard Specifications modified as follows:

Add the following text to the following subsection:

00990.90 Payment –

Pay Item	Unit of Measurement
(c) Detector Loop Installation	Each

PART 02000 – MATERIALS

SECTION 02001 – CONCRETE

Comply with Section 02001 of the Standard Specifications.

SECTION 02010 – PORTLAND CEMENT

Comply with Section 02010 of the Standard Specifications.

SECTION 02020 – WATER

Comply with Section 02020 of the Standard Specifications.

SECTION 02030 – MODIFIERS

Comply with Section 02030 of the Standard Specifications.

SECTION 02040 – CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications.

SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications.

SECTION 02080 – GROUT

Comply with Section 02080 of the Standard Specification.

SECTION 02320 – GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications.

SECTION 02410 – CONCRETE AND PLASTIC PIPE

Comply with Section 02410 of the Standard Specifications.

SECTION 02440 – JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications.

SECTION 02450 – MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications.

SECTION 02510 – REINFORCEMENT

Comply with Section 02510 of the Standard Specification.

SECTION 02515 – PRESTRESSING REINFORCEMENT

Comply with Section 02515 of the Standard Specifications.

SECTION 02560 – FASTENERS

Comply with Section 02560 of the Standard Specifications.

SECTION 02630 – BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications.

SECTION 02690 – PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications.