



# **Woodhaven Park Phase 2 Bid Booklet**

May 2016

Bidding and General Requirements, Contract Forms,  
Project Special Provisions and Plans

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**Owner**  
City of Sherwood  
Public Works Department  
15527 SW Willamette Street  
Sherwood, OR 97140  
(503) 625-5722

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**Division One**  
**Bidding Requirements**

**INVITATION TO BID  
City of Sherwood  
Woodhaven Park Phase 2**

Sealed bids for furnishing all materials, equipment, labor, and services for the construction of the **Woodhaven Park Phase 2** for the City of Sherwood will be received at City of Sherwood, Engineering Department, 22560 SW Pine Street, Sherwood, Oregon 97140 (Attn: Bob Galati, P.E., Project Manager) until the **Bid Closing at 2:00 PM (PDT) on Friday, May 20, 2016**. Please title the envelope Woodhaven Park Phase 2. Bids will then be publicly opened and read aloud after 2:00 PM at the Sherwood City Hall Community Room, 22560 SW Pine Street, Sherwood, Oregon. This project is subject to a pre-qualification process and only General Contractor pre-qualified bids will be accepted. No bids will be accepted after the **BID CLOSING** time.

First-Tier Subcontractor Disclosure forms must be received at the above mentioned location and date no later than **4:00 PM (PDT)**. Proposals without a completed First-Tier Subcontractor Disclosure form submitted will be considered non-responsive.

Bidders must be **pre-qualified** in accordance with the laws of the State of Oregon (ORS 279C.430) to do Street Improvements. Letters of pre-qualification (approval letter only) from the Oregon Department of Transportation (ODOT), Washington County Department of Land Use & 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 Wednesday, May 11, 2016 at 5:00 PM (PDT)** for the Bidder to retain appeal rights. Only bids from pre-qualified Bidders will be opened.

A **MANDATORY PRE-BID MEETING** will be held at the project site (17375 SW Sunset Boulevard) on **Friday, May 6, 2016 at 2:00 PM (PDT)**. A bidder's failure to attend the pre-bid meeting shall cause any bid submitted by that bidder to be deemed non-responsive and will be returned unopened.

**Project Description**

The Work to be done under this Contract includes construction of the following items:

1. General Work Zone Traffic and Safety Control and Erosion Sediment Control Measures
2. Construction Surveying
3. Demolition and removal of asphalt and surfaces.
4. General Earthwork (excavation and embankment).
5. Storm and sanitary sewer pipe.
6. Irrigation and water supply systems.
7. Concrete curbs.
8. Concrete sidewalks.
9. Prefabricated Restroom Facility.
10. Playground Equipment
11. Park Equipment
12. Pedestrian Bridge Structure
13. Asphaltic Concrete (AC) pavement surfaces.
14. Landscaping and Wetlands Mitigation Plantings
15. Other miscellaneous items necessary for completion of work as shown on the plans.

The Engineer's Estimate for this project is in the range of between \$740,000 to \$815,000.

The Bidding Documents will be available on **Tuesday, May 2, 2016 at 5:00 PM (PDT)** for examination and/or purchase at Sherwood City Hall for a \$30.00 non-refundable fee if documents are picked up, or a \$35.00 non-refundable fee if documents are mailed. Bidding Documents are also available for free download on the City's website, [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov), under the "Business and Development" pull down under "Bids and RFP's" and are acceptable for Bid Submittal. Additional Information and Project Plans will be available on the City website under the "Business and Development" pull down under "Bids and RFP's" at the time of this posting.

Other locations Bidding Documents may be examined:

- DJC Plan Center (Electronic only), 503-224-0624, Email: [plancenter@djcoregon.com](mailto:plancenter@djcoregon.com)
- Oregon Contractors Plan Center, 5468 SE International Way, Milwaukie, OR 97222
- Builders Exchange of Washington, Inc., 2607 Wetmore Ave., Everett, WA 98201

Parties purchasing Bidding Documents will be included on a Planholders list maintained by the City. Parties downloading Bidding Documents from the City's website can request to be included on the official Planholders list by sending an email to [engineering@sherwoodoregon.gov](mailto:engineering@sherwoodoregon.gov). Bidders are not required to be on Planholders list to submit a Bid for this project.

Addenda, clarifications and Notices will be posted online on the City's website. Potential Bidders are responsible for checking the website on a daily basis. Each addendum must be signed and submitted with the Bid to be considered a responsive bid offer. The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City and posted as stated above.

All questions or requests for clarification must be emailed **by 5:00 PM (PDT) on Thursday, May 12, 2016**, seven (7) days prior to bid opening to receive responses. All final responses will be posted on the City's website no later than three (3) days prior to Bid Opening. Bid Addenda shall not be issued less than 72 hours before the Closing unless the addendum also extends the closing.

This is a local public works project subject to BOLI prevailing wages (ORS 279C.800 to ORS 279C.870.)

Bids shall be accompanied by a certified check, cashier's check or bid bond payable to the City of Sherwood in an amount equal to ten percent (10%) of the amount bid.

The City of Sherwood may reject a bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and that the City may reject for good cause, all bids after finding that doing so is in the public interest. City reserves the right to waive minor informalities in any bid.

For more information regarding this project, contact Bob Galati, P.E., at 503-925-2303 or by e-mail at [galatib@sherwoodoregon.gov](mailto:galatib@sherwoodoregon.gov).

PUBLISH: Portland Daily Journal of Commerce, May 2 and 4, 2016.

## **BIDDER'S CHECKLIST**

### **WOODHAVEN PARK PHASE 2**

- Bid Statement Including signed signature page
- Bid Schedule
- First Tier Subcontractor Disclosure Form
- Bid Bond
- Certification of Non-Collusion
- Certification of Compliance with ORS 279C.840
- Certification of Asbestos Abatement
- Certification of Non-Discrimination
- Customer Service Acknowledgment
- Prequalification Acknowledgement
- Bidder Responsibility Form
- All Applicable Addenda

## **BID STATEMENT**

The undersigned Bidder declares:

That Bidder has carefully examined and incorporates in this Bid, by this reference all documents included in the Bid Booklet of Contract Documents and Specifications for this job, which includes but is not limited to the Plans, Standard Specifications and Standard Drawings, Supplemental Specifications and Special Provisions, Addenda, Bid Schedule, Prevailing Wage Rates, Contract form, Bond forms, and Conditions of the Contract for:

### **Woodhaven Park Phase 2**

That Bidder has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the character of the material and the conditions to be encountered, independently of the indication on the plans; and that if the Proposal is accepted, Bidder will contract with the City of Sherwood as provided in the Contract form, will to the extent of this bid, provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all material and labor as specified, or called for by the Plans or as necessary to complete the work in the manner specified and in accordance with the requirements of the Engineer.

The undersigned has checked carefully all the bid schedule figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

That Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Solicitation Documents. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Architect/Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

That Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work and which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

That Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance furnishing of the work in accordance with the times, price and other terms and conditions of the Contract Documents.

Bidder has given Architect/Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to and convey understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted.

The undersigned also agrees that Bidder will order all material and equipment included under this contract and will commence work within ten (10) days after receipt of Notice to Proceed and that Bidder will complete the work in all respects after commencement and will have the project completed by the date specified in the special provisions and that Bidder will pay as liquidated damages to the City for any delay, the sum of **One Thousand One Hundred and No/100 Dollars (\$1,100.00)** per day for each Calendar Day required beyond that period.

Accompanying this proposal is a Certified Check, Cashier's Check, or Bidder's Bond

from \_\_\_\_\_ of \_\_\_\_\_  
(Name of Surety) (City/State)

in the amount of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_), being 10% of the amount bid according to the conditions of the Call for Bids and Specifications.

If this proposal should be accepted by the City and the undersigned should fail to executed a satisfactory contract and bond within ten (10) days from the date of notification, then the City may, as stated in the specifications, determine that the undersigned has abandoned the contract and thereupon this proposal shall be null and void, and the certified check, cashier's check or Bidder's bond accompanying this proposal shall be forfeited to and become the property of the City. Otherwise, the certified check, cashier's check or Bidder's bond accompanying this proposal shall be returned to the undersigned.

The full name and residence of all parties and persons interested in this bid as principals are as follows:

NAME

RESIDENCE

\_\_\_\_\_  
\_\_\_\_\_

The name and business address of the surety company which will furnish the required performance and payments bonds is

\_\_\_\_\_  
(Name of Surety Company) (Number and Street Address) (City / State / Zip)

All General and Specialty Construction Contractors must have a valid Certificate of Registration with the Construction Contractors Board/State Landscape Contractors Board in order to submit a Bid or offer to undertake any Construction Work in the State of Oregon (ORS 701.055/ORS 671.530).

REGISTRATION NO. \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_



The undersigned Bidder has heretofore completed the following work of a similar nature to that contemplated.

JOB	LOCATION	DATE

The undersigned Bidder acknowledges that the amount of damages City might suffer by reason of a failure to complete the project by the Completion Date noted above would be difficult or impossible to compute, and therefore agrees that the stipulated amount of liquidated damages set forth above for such delay is a fair and reasonable measure of damages, and therefore Bidder agrees that it will not contest such sum as being other than a true measure of damages in the event of a failure to complete the project by the stipulated Completion Date. Bidder hereby declares and agrees:

- (1) that this is a local public works project subject to the state prevailing rates of wage under ORS 279C.800 to 279C.870, no bid will be considered without statement by the bidder that the bidder will comply with ORS 279C.838 or 279C.840;
- (2) that Bidder is \_\_\_\_\_ is not \_\_\_\_\_ a Resident of Oregon Bidder, as defined by ORS 279A.120. "Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12-calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the Bidder is a "Resident Bidder;"
- (3) that City of Sherwood may reject a bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and the City of Sherwood may reject for good cause all bids after finding that doing so is in the public interest;
- (4) that no Bid will be considered unless the Bidder is registered with the Construction Contractors Board as required by OAR 137-049-230.
- (5) that where asbestos abatement is required the abatement shall be done by Department of Environmental Quality licensed contractor (ORS 468A.720) and the abatement shall be performed in conformity with DEQ and OSHA regulations and other standards related to work place safety;
- (6) that Bidder shall comply with and cause its subcontractors to comply with all applicable provisions of federal, state and local statutes, ordinances, rules and regulations;
- (7) that Bidder shall comply with pre-qualification conditions in accordance with the laws of the State of Oregon (ORS 279C.430) as follows:
  - a. Pre-qualification is required and forms must be filed two (2) days prior to the Bid Opening date for the Bidder to retain bidding rights.
  - b. Required forms: Proof of pre-qualification acceptance by either the State of Oregon Department of Transportation (ODOT), Washington County Department of

Transportation, or any local major municipality with a population equal to or greater than 18,000 persons is acceptable to the City. Bidders may mail (address on cover sheet), fax (503-625-0629) or e-mail [engineering@sherwoodoregon.gov](mailto:engineering@sherwoodoregon.gov)) proof of pre-qualification to the City, to the attention of the City Engineer.

- (8) that each Bidder must provide certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110(4).
- (9) that Bidder must also possess either a Metro license or a City of Sherwood business license at the time of construction.
- (10) that all principal individuals in your organization assigned to the project (superintendent, project manager, and/or lead on-site contact) shall be listed on the Bidder Responsibility Form submitted to the City. Any personnel changes during the Project must be preceded by the submittal of the new individual's experience, and written acceptance by the City, as required on the Bidder Responsibility Form.

This bid is incomplete and shall not be considered unless there is attached hereto a signed and dated complete original of each of the following: Bid Statement, Bid Schedule, First-Tier Subcontractor Disclosure Form, a Certified Check, Cashier's Check or Bid Bond, Certification of Non-collusion, Certification of Compliance with ORS 279C.840, Certification of Asbestos Abatement, Certification of Non-Discrimination, Customer Service Acknowledgement, Prequalification Acknowledgment, Bidder Responsibility Form and all applicable Addenda.

Submitted By:  
Name of Bidder: \_\_\_\_\_  
Signature of  
Authorized Agent: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business Address of  
Bidder: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

**BID SCHEDULE**  
**WOODHAVEN PARK PHASE 2**  
**BASE BID**

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 are changed (increased or decreased) in accordance with 00195.20, or not changed, at the unit rate price stated in the following Bid Schedule:

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
<b>PART 00200 - TEMPORARY FEATURES AND APPURTENANCES</b>						
1	00210	Mobilization	L.S.	1		
2	00225	Work Zone Traffic Control	L.S.	1		
3	00270	Temporary Type CL Chain-Link Fence	L.S.	1		
4	00280	Erosion Control	L.S.	1		
5	00280	Inlet Protection, Type 3	Each	6		
6	00280	Orange Sediment Fence, Unsupported	L.F.	2,020		
<b>PART 00300 - ROADWORK</b>						
7	00305	Construction Survey Work	L.S.	1		
8	00310	Removal of Structures and Obstructions	L.S.	1		
9	00320	Clearing and Grubbing	L.S.	1		
10	00330	Earthwork - Excavation and Embankment	C.Y.	1,080		
<b>PART 00400 - DRAINAGE &amp; SEWERS</b>						
11	00445	8 inch Storm Pipe	L.S.	167		
12	00445	4 inch Sanitary Pipe	L.S.	218		
13	00470	4 inch Cleanout	Each	1		
14	00470	Catch Basin	Each	1		
15	00490	Connection to Existing Structures, Storm Pipe	Each	1		
16	00490	Connection to Existing Structures, Sanitary Pipe	Each	1		
<b>PART 00600 - BASES</b>						
17	00641	3/4" - 0" Aggregate Base	C.Y.	765		

City of Sherwood  
Woodhaven Park Phase 2  
Division One - Bidding Requirements

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
<b>PART 00700 - WEARING SURFACES</b>						
18	00745	Level 2, 1/4 inch Dense ACP	TON	74		
19	00745	Level 2, 1/2 inch Dense ACP	TON	121		
20	00745	Level 2, 1/2 inch Open ACP	TON	298		
21	00759	Concrete Curbs, Playground	L.F.	209		
22	00759	Concrete Curbs, Parking Lot	L.F.	542		
23	00759	Concrete Curbs, Standard	L.F.	10		
24	00759	Concrete Curbs, Seat Wall	L.F.	36		
25	00759	Concrete Mow Strip	L.F.	269		
26	00759	Concrete Walk	S.F.	5,050		
27	00759	Commercial Driveways	S.F.	480		
28	00759	Concrete Wheel Stops	Each	10		
29	00759	Concrete Stairs	S.F.	136		
<b>PART 00800 - PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES</b>						
30	00815	Removable Bollards	Each	4		
32	00860	Longitudinal Pavement Markings - Paint	L.F.	235		
31	00867	Pavement Legend, Paint: Disabled Parking	Each	1		
<b>PART 01000 - RIGHT-OF-WAY DEVELOPMENT AND CONTROL</b>						
32	01030	Permanent Seeding	AC	0.32		
33	01030	Water Quality Seeding	AC	0.35		
34	01040	Soil Testing	Each	3		
35	01040	Water Quality Mixture	C.Y.	800		
36	01040	Conifer Trees, 6' Height	Each	2		
37	01040	Deciduous Trees, 2" Caliper	Each	31		
38	01040	Deciduous Trees, #2 Container	Each	87		
39	01040	Shrubs, #1 Container	Each	640		
40	01040	Groundcovers, #SP4 Container	Each	1,545		
41	01040	Wetland Plants, Plugs	Each	4,380		

City of Sherwood  
Woodhaven Park Phase 2  
Division One - Bidding Requirements

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
42	01040	Bark Mulch	C.Y.	140		
43	01040	Root Barrier	L.F.	384		
44	01050	48 inch Chainlink Fence	L.F.	231		
45	01095	Pet Station	Each	4		
46	01095	Benches	Each	8		
47	01095	Bike Racks	Each	2		
48	01095	Picnic Tables	Each	4		
49	01095	Basketball Court	L.S.	1		
50	01095	Rock Climbing Wall	L.S.	1		
51	01095	Slide	L.S.	1		
52	01095	Prefabricated Restroom	L.S.	1		
53	01095	Interlocking Soft Surface Play Tiles	S.F.	255		
54	01095	Litter Digger	Each	2		
55	01095	Pedestrian Bridge	Each	1		
56	01095	Hop Rocks, Medium	Each	2		
57	01095	Hop Rocks, Large	Each	2		
58	01095	Racoon Log	Each	1		
59	01095	Engineered Wood Fiber	C.Y.	300		
60	01095	CWS Vegetated Corridor Sign	Each	2		
61	01095	Site Security and IT	L.S.	1		
<b>PART 01100 - WATER SUPPLY SYSTEMS</b>						
62	01120	Irrigation	L.S.	1		
63	01170	1 Inch Water Service Connection Piping	L.F.	85		
64	01170	1 Inch Water Meter Assembly	Each	1		
<b>TOTAL BASE BID</b>						

City of Sherwood  
Woodhaven Park Phase 2  
Division One - Bidding Requirements

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**TOTAL BID WRITTEN IN WORDS:**

\_\_\_\_\_ **DOLLARS**

**AND** \_\_\_\_\_ **CENTS**

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

\_\_\_\_\_  
**Signature of Authorized Agent**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

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

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

**PROJECT NAME: Woodhaven Park Phase 2**

**BID CLOSING:** Date: **May 20, 2016** Time: **2:00 PM**  
**FIRST-TIER DISCLOSURE** Date: **May 20, 2016** Time: **4:00 PM**

Deliver Form To (Agency): City of Sherwood

Designated Recipient (Person): Bob Galati, P.E. Phone #: 503-925-2303

Agency's Address: City of Sherwood, City Hall  
22560 SW Pine Street  
Sherwood, OR 97140

**INSTRUCTIONS:**

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

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

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

**BIDDER DISCLOSURE:**

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1			
2			
3			
4			
5			

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

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

Form Submitted By (Bidder Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_



**BID BOND**

We, \_\_\_\_\_, as "Principal,"  
(Name of Principal)

and \_\_\_\_\_, an \_\_\_\_\_ Corporation,  
(Name of Surety)

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

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

**Woodhaven Park Phase 2**

which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

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

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

**PRINCIPAL:** \_\_\_\_\_ **SURETY:** \_\_\_\_\_

By \_\_\_\_\_  
Signature

BY ATTORNEY-IN-FACT:

\_\_\_\_\_  
Official Capacity

\_\_\_\_\_  
Name

Attest: \_\_\_\_\_  
Corporation Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**CERTIFICATION OF NON-COLLUSION**

**PROJECT NAME: ADAMS AVENUE NORTH**

**TO: CITY OF SHERWOOD, A MUNICIPAL CORPORATION OF THE STATE OF OREGON**

**STATE OF OREGON            )  
  ) SS  
COUNTY OF WASHINGTON)**

\_\_\_\_\_  
**(Bidder's Firm Name)**

- I, the undersigned, as [circle one]:
- sole owner
  - a partner
  - officer of the foregoing corporation
  - agent of the above bidder

being first duly sworn on oath, depose and say:

That the attached bid has been arrived at by the bidder, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, bidder, or vendor on materials, supplies, equipment or services, described in the invitation to bid, designed to limit independent bidding or competition.

The contents of the bid herein presented and made have not been communicated by the bidder or (his) (their) or (its) employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

I have fully informed myself regarding the accuracy of the foregoing statements, and the same are made by me based on my personal information.

I have read and understood the Bid Booklet and the Specifications for the attached Bid.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Oregon

**CERTIFICATION OF COMPLIANCE WITH ORS 279C.840  
(PREVAILING WAGES)**

FOR

**Project Name: Woodhaven Park Phase 2**

The undersigned confirms that the provisions of ORS 279C.840 shall be complied with for personnel working on this project.

A copy of the Prevailing Wage Rates and the most current amendment is available on-line at the Bureau of Labor and Industries website at:

[https://www.oregon.gov/boli/WHD/PWR/Pages/PWR\\_Rate\\_Publications\\_2016.aspx](https://www.oregon.gov/boli/WHD/PWR/Pages/PWR_Rate_Publications_2016.aspx)

When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.

Date \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

Business Name \_\_\_\_\_

## CERTIFICATION OF ASBESTOS ABATEMENT

FOR

**Project Name: Woodhaven Park Phase 2**

The undersigned confirms that if asbestos abatement is required the abatement shall be done by Department of Environmental Quality licensed contractor (ORS 468A.720) and the abatement shall be performed in conformity with DEQ and OSHA regulations and other standards related to work place safety.

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

Signature of Bidder: \_\_\_\_\_

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

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

**CERTIFICATION OF NON-DISCRIMINATION  
[ORS 279A.110(4) & OAR 137-049-0440(3)]**

FOR

**Project Name: Woodhaven Park Phase 2**

The undersigned certifies that it has not discriminated against minority, women or emerging small business enterprises in the obtaining of subcontracts for this project and shall not discriminate against minority, women or emerging small business enterprises in awarding of subcontracts for this project.

Date \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

Business Name \_\_\_\_\_

## CUSTOMER SERVICE ACKNOWLEDGMENT

FOR

**Project Name: Woodhaven Park Phase 2**

Bid Closing: Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM\_\_ PM\_\_

Note: This form is part of the inquiry concerning bidder responsibility and must be submitted with the other proposal forms as specified in Section 00120.40(h) of Division Four – Special Provisions.”

Bidder, by his/her signature below, hereby signifies that s/he has read and understands the construction specifications, including but not limited to the following sections of Division Four – Special Provisions, relating to customer service. These sections include, but are not limited to, the sections listed below:

- Section 00160, Source of Materials
- Section 00180.40, Limitation of Operations
- Section 00225, Work Zone Traffic Control

Bidder further acknowledges that s/he understands their terms, fully acknowledges their importance to successful completion of the project, and agrees to be bound thereby if awarded this contract. Bidder further assures the City that, if awarded this contract, s/he will promptly, efficiently and courteously carry out his/her responsibilities under the aforementioned specifications.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

**PREQUALIFICATION ACKNOWLEDGMENT**

FOR

**Project Name: Woodhaven Park Phase 2**

The undersigned confirms that the Bidder has complied with pre-qualification conditions in accordance with the laws of the State of Oregon (ORS 279C.430) by submitting proof of pre-qualification acceptance two (2) days prior to the Bid Opening date by submitting pre-qualification acceptance by either the State of 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.

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

Signature of Bidder: \_\_\_\_\_

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

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

**BIDDER RESPONSIBILITY FORM**  
**FOR**

**Project Name: Woodhaven Park Phase 2**

All information shall be typed or printed legibly

Note: Information provided in this form is part of the inquiry concerning bidder responsibility, and this form must be submitted with the other proposal forms as specified in Section 00120.40(g) of DIVISION FOUR - SPECIAL PROVISIONS."

**Part A**

Submitted by: \_\_\_\_\_

Signature

Date

Name (print): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

1. How many years has your organization done business as a General Contractor under the present business name? \_\_\_\_\_

How many years under (a) different name(s)? \_\_\_\_\_

List different names, if any, and dates of operation:

\_\_\_\_\_

\_\_\_\_\_

2. How many years has your organization been in business under its present business name?

\_\_\_\_\_

How many years under (a) different name(s)? \_\_\_\_\_

List different names, if any, and dates of operation:

\_\_\_\_\_

\_\_\_\_\_



**Part B – Complete the appropriate Portion Below**

1. Bidder is an **INDIVIDUAL**:

Name of individual \_\_\_\_\_

Doing Business as \_\_\_\_\_

2. Bidder is a **CORPORATION**:

Name of Corporation as registered with the state of Oregon:

\_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Name of President \_\_\_\_\_

Name of Secretary \_\_\_\_\_

Name of Treasurer \_\_\_\_\_

Name of Manager \_\_\_\_\_

3. Bidder is a **LIMITED PARTNERSHIP**:

Name of Limited Partnership as registered with the state of Oregon:

\_\_\_\_\_

Name of persons or parties composing the Limited Partnership (indicate whether an individual or corporation):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Bidder is a **GENERAL PARTNERSHIP**:

Name of General Partnership as registered with the state of Oregon:

\_\_\_\_\_

Name of persons or parties composing the General Partnership (indicate whether an individual or corporation):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Bidder is a **JOINT VENTURE**:

Name of Joint Venture as registered with the state of Oregon:

\_\_\_\_\_

Name of persons or parties composing the Joint Venture (indicate whether an individual or corporation):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Part C**

1. What percent of the work do you normally perform with you own forces? \_\_\_\_\_

List Trades directly employed by you:

\_\_\_\_\_

\_\_\_\_\_

2. List the Construction Equipment you own or lease long-term:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
(Answer yes or no)

If so, indicate when, where, and why.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. A. Have you ever defaulted on a contract? \_\_\_\_\_ If so, indicate when, where and why.  
(Answer yes or no)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. What result: Lawsuit? Judgment? Arbitration? Settled? Other?  
*Circle the one that most applies*

If other, explain: \_\_\_\_\_

\_\_\_\_\_

C. Are there currently any unpaid judgments against the business or any of its principals?

\_\_\_\_\_  
(Answer yes or no)

If so, describe: \_\_\_\_\_

\_\_\_\_\_

5. Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? \_\_\_\_\_

(Answer yes or no)

If so, describe circumstances below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. List major construction projects your organization currently has under contract as the general contractor:

Project name \_\_\_\_\_

City / Contact Name & phone #: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contract Amount / Contract Date: \_\_\_\_\_

% Complete / Schedule Complete: \_\_\_\_\_

Project name \_\_\_\_\_

City / Contact Name & phone #: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contract Amount / Contract Date: \_\_\_\_\_

% Complete / Schedule Complete: \_\_\_\_\_

Project name \_\_\_\_\_

City / Contact Name & phone #: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contract Amount / Contract Date: \_\_\_\_\_

% Complete / Schedule Complete: \_\_\_\_\_

**Add additional sheets listing projects as required**

7. List major construction projects, similar to the one being bid, that your organization completed in the past 5 years as the general contractor if not shown on the State of Oregon Department of Administrative Services' Contractor's Prequalification Application:

Project name \_\_\_\_\_

City / Contact Name & phone #: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contract Amount / Date Awarded: \_\_\_\_\_

Percent Completed with own forces: \_\_\_\_\_

Project name \_\_\_\_\_

City / Contact Name & phone #: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contract Amount / Date Awarded: \_\_\_\_\_

Percent Completed with own forces: \_\_\_\_\_

Project name \_\_\_\_\_

City / Contact Name & phone #: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contract Amount / Date Awarded: \_\_\_\_\_

Percent Completed with own forces: \_\_\_\_\_

***Add additional sheets listing projects as required***

8. List the construction experience of the principal individuals in your Organization; which ones will be assigned to this project (including the percentage of their time to be assigned to this project):

Individual's Name \_\_\_\_\_

Construction experience - years: \_\_\_\_\_

Present position & years with organization: \_\_\_\_\_

Percentage of individual's time to be assigned to project: \_\_\_\_\_

Individual's Name \_\_\_\_\_  
Construction experience - years: \_\_\_\_\_  
Present position & years with organization: \_\_\_\_\_  
Percentage of individual's time to be assigned to project: \_\_\_\_\_

Individual's Name \_\_\_\_\_  
Construction experience - years: \_\_\_\_\_  
Present position & years with organization: \_\_\_\_\_  
Percentage of individual's time to be assigned to project: \_\_\_\_\_

A. Have any of the principal individuals in your Organization been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property? \_\_\_\_\_ If so, describe circumstances below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Have any of the principal individuals in your Organization been the subject to a civil judgment for fraud? \_\_\_\_\_ If so, describe circumstances below:

*(Answer yes or no)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Bank References:

_____	_____
_____	_____
_____	_____

10. Trade References:

_____	_____
_____	_____
_____	_____

11. List names of Bonding and Insurance Companies, name and address of agents, and maximum bonding capacity.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What portion remains on this Bonding Capacity at the time of submittal of the Bid?

\_\_\_\_\_

12. The bidder agrees to furnish, upon request by the City, within 5-days after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

- Current assets: (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.
- Current liabilities: (Accounts payable, notes payable, accrued interest on notes, provisions for income taxes, advances received from owners, accrued salaries accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares per values, earned surplus).

Date of statement or balance sheet: \_\_\_\_\_

Name of firm preparing statement: \_\_\_\_\_

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

**Bidder's Initials:** \_\_\_\_\_

**Bid Closing: Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **AM** \_\_\_ **PM** \_\_\_



## Woodhaven Park Phase 2

DATE

**BID 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.
- 2.

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	

# **Division Two Contract Forms**



**PUBLIC IMPROVEMENT CONTRACT FOR USE WITH  
OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION**

**BETWEEN:** The City of Sherwood,  
an Oregon Municipal Corporation

**AND:** (Contractor):

**PROJECT:** Woodhaven Park Phase 2

**RECITALS**

Contractor was the successful Bidder for the contract construction of the improvement ("Project") described in this Public Improvement Contract for use with Oregon Standard Specifications for Construction as supplemented by the City. (this "Document")

**AGREEMENT TERMS AND CONDITIONS**

1. **The Contract.** The Contract between the City and Contractor (the "Contract") includes this Document and its exhibits, the 2015 Oregon Standard Specifications for Construction issued by the Oregon Department of Transportation (ODOT) together with all of the documents and materials included in the definition of the "Contract" under the 2015 ODOT Standard Specifications for Construction, as modified by the City's Supplemental Specifications and project Special Provisions. In addition, the Contract between the City and Contractor shall be deemed to incorporate all reports, records, laws, rules and orders referenced in the Contract Documents.

This Document also includes and incorporates the following exhibits:

- Exhibit A – CITY OF SHERWOOD – STANDARD CONTRACT PROVISIONS
- Exhibit B – Certification of Bidder/Contractor Employee Drug Testing Program
- Exhibit C – Certification of Compliance with Oregon Tax Law
- Exhibit D – Certification of Registration with Contractors Board
- Exhibit E – Certification of Workers' Compensation Coverage

2. **Definitions.** Unless otherwise specifically defined in this Document, all capitalized terms which are not proper nouns shall have the meanings assigned thereto in the specifications.
3. **Work to be Performed.** Contractor agrees to furnish, as the "Work" all services, labor, materials and equipment which are described as the Contractor's responsibility in the plans and specifications, or as reasonably inferred therefrom, as the same may be modified in accordance with the Contract, and to construct the improvement described therein (the Project), all according to the provisions of the Contract. All parts of the Work are the sole responsibility of Contractor.
4. **Time of Commencement and Completion.** Time is of the Essence of the Contract. The time in which Contractor shall commence, prosecute and complete the Work is described in the specifications, as modified by any Addenda or subsequent Contract Change Order.

5. **Contract Sum.** The Contract sum is \$ \_\_\_\_\_ and consists of unit prices bid by Contractor multiplied by estimated quantities, together with lump sum amounts for portions of the Work, as described on the Contractor's Bid attached hereto. Unless the Contract states otherwise, the actual sum payable to Contractor for the Work shall be based on lump sum amounts and actual quantities, as modified by Change Orders and adjustments made in accordance with the specifications. Payment will be made as provided in the specifications.
  
6. **Indemnification.** Contractor's duty to indemnify is described in Section 00170.72 of the General Conditions in ODOT's 2015 Standard Specifications, as modified by the Special Provisions. Contractor's indemnity obligations survive acceptance of the Work and completion of the Contract.
  
7. **Insurance.** Contractor shall maintain in force for the duration of this contract the insurance coverages specified below and in specification Section 00170.70(a). Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. In accordance with the Special Provisions, a copy of each policy or a Certificate of Insurance satisfactory to City shall be delivered to City prior to commencement of the Work. Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase the Contractor's coverages by the amount of the statutory limit increase for such claims and to increase the aggregate coverage by an amount that is twice as large as the statutory increase. The adequacy of all insurance required by these provisions shall be subject to approval by City's Risk Manager. Unless otherwise allowed by City, Contractor shall require all subcontractors to carry insurance at least equal to that required under this section. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this Contract by City.
  - 7.1 **Commercial General Liability.** Contractor shall maintain a broad form Commercial General Liability Insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of not less than \$2,000,000.00, for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under the Contract and products/completed operations liability. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to the Contract.
  
  - 7.2 **Commercial Automobile Liability.** Contractor shall maintain a Commercial Automobile Liability Insurance policy with coverage of not less than \$2,000,000.00 combined single limit per occurrence, with an annual aggregate limit of not less than \$2,000,000.00, for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

- 7.3 **Workers' Compensation Insurance.** All employers, including the Contractor and its Subcontractors, if any, that employ subject workers who are performing Work or providing labor or materials under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation Coverage, unless such employers are exempt under ORS 656.126. The Contractor shall ensure that each of its Subcontractors complies with these requirements. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law. The Contractor shall ensure that its insurance carrier files a Guaranty Contract with the Oregon Workers' Compensation Division before performing any Work.
8. **Performance, Payment and Maintenance Bonds.** Prior to the commencement of the Work, Contractor shall provide good and sufficient Performance Bond and Payment Bond approved by the City, each in an amount equal to the 100% of the Contract sum, for the faithful performance of the Work in all respects and indemnifying City for any claims or liens for labor, work, equipment or material provided by others in the performance of the Work. The amount of the Performance Bond and Payment Bond shall be increased whenever the Contract Sum is increased for any reason.

At the conclusion of the Construction and prior to Final Acceptance of the Work by the City, the Contractor shall provide a 10% Maintenance Bond for a period of **two (2) years** from the date of Final Acceptance by the City. 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 City 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 City 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 two-year maintenance period required shall, with relation to such required repair, be extended one year from the date of completion of such repair or to the end of the original two-year maintenance period, whichever comes later.

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 the Contractor with the Contractor or surety paying 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.

9. **Termination and Compensation.** City may terminate this contract or suspend the Work at any time as provided in the specifications.
10. **Performance for Goods and Services.** In performance of the Work, Contractor shall prefer materials that have been manufactured or produced in the state of Oregon, if price, fitness, availability and quality are otherwise equal.
11. **Non-Resident Contractor.** If Contractor is not a resident bidder as defined in ORS 279A.120, and the contract price exceeds \$10,000, the Contractor must report to the Department of Revenue, on the department's form, the total contract price, terms of payment, length of contract and such other information as the department may require before the Contractor may receive final payment under the Contract. The Contractor must provide copies of all forms filed with the Department to the City to receive final payment.
12. **Laws and Ordinances.** In addition to those laws, rules and ordinances specifically identified in this Contract, Contractor shall comply with and require its Subcontractors to comply with all applicable provisions of Federal, State and local statutes, ordinances, orders, rules and regulations.
13. **Default and Willful Violation.** If the Contractor willfully violates any of the provisions of the Sherwood Code, or any of the provisions of law governing public contracts, or if Contractor knowingly files false affidavits of compliance required under the Contract, Contractor shall waive for a period of one year any right to bid upon any public improvement project let by City. If Contractor or any of Contractor's Subcontractors violates any such provisions or files any such false affidavits of compliance, or in the event Contractor otherwise fails to perform any of its obligations under this Contract, time and quality of performance being of the essence, City may, at its option, terminate this Contract upon written notice to Contractor. In the event of a termination of this Contract or a subcontract under these provisions, Contractor or the Subcontractor, if applicable, shall forfeit all rights under this Contract or the subcontract, as the case may be. The City's claim for damages under paragraph 15 and any other relief available to City resulting from the Contractor's breach shall survive a termination of the Contract.
14. **Liquidated Damages.** In the event the Work is not completed within the Contract Time as specified in Bid Statement, or as may be extended in accordance with the Contract's terms, Contractor will pay to City, or City may withhold from any payment due Contractor, Liquidated Damages as specified in the specifications. The parties believe that due to the costs of bringing an action and the difficulty of establishing the exact amount of damages City will incur, it would be inconvenient and infeasible for City to bring an action for the actual damages it will incur because of Contractor's failure to complete the Work within the Contract Time. In order to compensate City for the damages City will suffer because of a delay, the amount City would be damaged for every Calendar Day completion is delayed is \$1,100.00 per Calendar Day. The parties agree that the sum set as Liquidated Damages is reasonably related to City's anticipated damages per Calendar Day after the Completion Date that the Work is not completed. Contractor agrees that any liquidated damages imposed under the Contract is the best estimate of the City's damages and is not a penalty. Contractor will not contest such sum as being other than the best measure of damages in the event liquidated damages become payable under these provisions.

15. **Notices.** Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or five days after deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representatives of the parties as set forth below or when delivered by electronically confirmed facsimile transmission to the FAX address and attention of the representatives of the parties set for below:

Contractor: \_\_\_\_\_, Project Superintendent

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City: City Engineer, City of Sherwood

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

16. **Contract Documents/Interpretation.** Where possible, all parts of the Contract shall be interpreted in a manner that avoids conflict between the various documents and their provisions. In the event that any provision of this Document conflicts with any provision of the specifications, the provision that is most detailed shall prevail. In the event that any other component part of the Contract conflicts with any provision of any other component part, the precedence of documents shall be as set forth in the Special Provisions.
17. **Governing Law, Jurisdiction and Venue.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Oregon, without respect to conflict of laws principles. Notwithstanding any contrary provisions in the Contract Documents, any litigation arising out of or relating to this Contract shall be tried to a court without a jury. Any claim or action must be brought in the Circuit Court of Washington County, Oregon. If a claim or action must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this paragraph be construed as a waiver by the City of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. Contractor by execution of the Contract hereby consents to the personal jurisdiction of the courts referenced in this paragraph.
18. **Dispute Resolution.** Disputes will be resolved in accordance with Section 00199 of the General Conditions in ODOT's 2015 Standard Specifications as modified in the Supplemental Specifications and project Special Provisions.
- In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.
- The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply.
19. **Payment of Costs, Expenses and Attorney's Fees.** Notwithstanding any language to the contrary in the Contract Documents, each party is responsible for all of its own costs and

fees, including expert fees and attorney fees. This includes any costs and fees incurred in any trial and in any appeal.

20. **No Third Party Beneficiaries.** The parties to this Contract do not intend to confer on any third party any rights under this Contract. All Subcontractors are third parties.
21. **Survival.** Any obligation arising under the Contract which is not, or cannot be performed or paid prior to the expiration or termination of the Contract, including, but not limited to, all provisions concerning the quality of the Work, warranties and obligations for payment, indemnification, and reimbursement, shall survive termination or expiration of the Contract.
22. **Integration; Amendment.** The Contract includes the entire agreement between the parties as of its date of execution and shall not be modified or amended, except as expressly provided in the Contract.
23. **Effective Date.** The effective date of the Contract shall be the latest date of signature by the parties.
24. **Prompt Payment.** The Contractor shall:
  - (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the Contract.
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the Contract.
  - (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
25. **Drug Testing.**
  - (a) The Contractor shall demonstrate that an employee drug testing program is in place at the time of submitting its bid, and that such program will be maintained throughout the Contract period, including any extensions. The failure of Contractor to have, or to maintain such a drug testing program is grounds for rejection of a bid or immediate termination of this Contract.
  - (b) The City of Sherwood shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including but not limited, to selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing program, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this Contract. These are Contractor's sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against the City.

26. **Demolition Contracts to Require Material Salvage.** On demolition projects, the Contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective.
27. **Landscape Maintenance Projects to Require Composting or Mulching.** On Landscape Maintenance Projects, the Contractor is required to compost or mulch yard waste material at an approved site; if feasible and cost-effective.
28. **Conditions Concerning Payment of Claims by Public Officers to Person Furnishing Labor of Services when Contractor Neglects or Refuses to Make Prompt Payment.** If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of the Contract.
29. **Conditions Concerning Neglect or Refusal to Make Prompt Payment of Claim by Contractor or First-Tier Subcontractor to Persons Furnishing Labor or Materials.** If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract within 30 days after receipt of payment from the City or the Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. See additional text in ORS 279C.515(2).
30. **Complaints Concerning Contractor or Subcontractor Neglect or Refusal to Make Payment to Persons Furnishing Labor or Material.** If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
31. **Condition Concerning Hours of Labor.** A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:
- (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - (b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - (c) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
32. **Condition Concerning Payment for Medical Care.** The Contractor and all subcontractors, as applicable, shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor

or subcontractor, as applicable, of all sums that the Contractor or subcontractor, as applicable, agrees to pay for the services and all moneys and sums that the Contractor or subcontractor, as applicable, collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

33. **Condition Concerning Payment for Providing Workers' Compensation.** All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
34. **Retainage.** The amount to be retained from progress payments will be 2.5% of the value of the Work accomplished as noted in Section 00195.50(b) of the specifications, and will be retained in one of the forms specified in Section 00195.50(c) of the specifications.
33. **Contractor Claims. Notice of Claim.** Claims on public works bonds and payment bonds shall be submitted in writing and follow the procedures established by ORS 279C.600 and ORS 279C.605.
34. **Certified Statements Regarding Payment of Prevailing Rates of Wage; Retainage.**  
(1) The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying:
- (a) The hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works; and
  - (b) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract.

The certified statement shall be in accordance with ORS 279C.845.

**CITY OF SHERWOOD**

**CONTRACTOR**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

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

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



Exhibit A

**CITY OF SHERWOOD – STANDARD CONTRACT PROVISIONS**

1. **Notice in Writing to Employees who Work on a Public Contract.** An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. **Provisions concerning environmental and natural resources laws; remedies.**  
The contractor shall adhere to all federal, state and local agencies (Oregon State of Environmental Quality, Clean Water Services, Washington County and City of Sherwood) that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. See additional text in ORS 279C.525.
3. **Known Environmental Conditions.** See project plans and specifications for description of any known environmental conditions, if any. The contractor shall apply best management practices as pertaining to sediment and erosion control to insure that sediments do not leave the project site. See additional text in ORS 279C.525.
4. **Contractor's Relations with Subcontractors.** The Contractor shall include in each subcontract (for property or services entered into by the contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract):
  - (a) A payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract.
  - (b) An interest penalty clause that obligates the contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this section. See additional text in ORS 279C.580.

The contractor shall include in each of the contractor's subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsections 4(a) & 4(b) above in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

5. **State Minimum Wage in Contracts.** All workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
6. **Prevailing Minimum Wage when Both State and Federal Minimum Wages are Applicable.** If a public works project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, every contract and subcontract must provide that workers on the public

works must be paid not less than the higher of the applicable state or federal prevailing rate of wage.

7. **Contract Bond Filed with Construction Contractor's Board.** Contractor shall have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).
8. **Subcontract Bond Filed with Construction Contractor's Board.** Every subcontract shall have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).
9. **Provide the Liability of the Public Agency for Unpaid Minimum Wages.** The contractor and any subcontractor must comply with ORS 279C.840.
10. **Failure to Provide Prevailing Minimum Wage.** Prevailing rates of wage are referenced in the specifications for the contract for public works as required under ORS 279C.830 (1)(a), and workers on the public works must be paid not less than the higher of the applicable state or federal prevailing rate of wage as required under ORS 279C.830 (1)(d).
11. **Statement of Compliance.** Before any payment is made to Contractor, Contractor shall file with City a statement, under oath, that it has complied with all provisions of State law governing contractors on a public contract and that it has complied with the provisions of the Sherwood Code governing fair employment practices. In addition, Contractor shall file with City a sworn statement by each of its subcontractors to the same effect.

Exhibit B

**CERTIFICATION OF BIDDER/CONTRACTOR EMPLOYEE DRUG TESTING PROGRAM  
ORS 279C.505(2)**

BIDDER'S NAME: \_\_\_\_\_

ORS 279C.505(2) provides that every public improvement contract contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. The City's award of the contract (the "Contract") for which this certificate is required is conditioned, in part, upon the bidder's demonstration of compliance with the provisions of ORS 279C.505. If the bidder named above (the "Bidder") is awarded the Contract, this certificate shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To induce the City of Sherwood to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the Bidder:

- 1) That Bidder has and enforces, and at all times during the term of the Contract will have and enforce, a written employee drug testing policy that, at a minimum:
  - a) Requires pre-employment drug testing;
  - b) Requires drug testing of an employee when the Bidder has reasonable cause to believe the employee is under the influence of drugs;
  - c) Requires compliance with the Oregon Department of Transportation Commercial Drivers License drug testing regulations.
- 2) A copy of the Bidder's current written employee drug testing policy will be available for inspection by the City at any time upon the City's request.
- 3) The Bidder/Contractor understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disbarment under ORS 279B.130.

The City of Sherwood shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

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

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

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

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

Exhibit C

**CERTIFICATION OF COMPLIANCE WITH OREGON TAX LAWS**

The Contractor, for the purposes of this contract, hereby certifies that to the best of his/her knowledge that he/she is in compliance with all tax laws stated in ORS 305.385.

Dated \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Contractor's Signature

Exhibit D

**CERTIFICATION OF REGISTRATION WITH THE CONSTRUCTION CONTRACTORS BOARD**

The Contractor, for the purposes of this contract, hereby certifies that he/she and all subcontractors performing work described in ORS 701-005(2) (i.e., construction work) are registered with the Construction Contractors Board in accordance with ORS 701.035 to ORS 701.095.

Dated \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Contractor's Signature

CCB # \_\_\_\_\_

Exhibit E

**CERTIFICATION OF WORKERS' COMPENSATION COVERAGE**

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1.        "Carrier-insured Employer" (State Accident insurance Fund Corp. or other authorized insurer)  
  
          Insurance Company Name \_\_\_\_\_  
  
          ID/Policy Number \_\_\_\_\_
  
2.        "Self Insured Employer" (Certified by the Workers' Compensation Division)  
  
          ID number as assigned by  
          the Work' Compensation Division \_\_\_\_\_
  
3.        I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Dated \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Contractor's Signature

REMINDER ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97301; Phone (503) 947-7810.

### PERFORMANCE BOND

Bond No. \_\_\_\_\_

Project Name: **Woodhaven Park Phase 2**

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

\* If using multiple sureties

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Sherwood the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Sherwood, the Plans, Specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable Plans, Standard specifications and Standard Drawings, Supplemental Specifications and Special Provisions, Addenda, Bid Schedule, Prevailing Wage Rates are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Sherwood, and the

\_\_\_\_\_ (name of institution and any other Owner agency), and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Sherwood, or the above-referenced agency(ies), be obligated for the payment of any premiums.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity  
Attest: \_\_\_\_\_  
Corporation Secretary

**SURETY:** \_\_\_\_\_  
*[Add signatures for each surety if using multiple bonds]*

**BY ATTORNEY-IN-FACT:**  
*[Power-of-Attorney must accompany each surety bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax



### PAYMENT BOND

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Name **Woodhaven Park Phase 2**

\_\_\_\_\_ (Surety #1) Bond Amount No. 1: \$ \_\_\_\_\_  
\_\_\_\_\_ (Surety #2)\* Bond Amount No. 2:\* \$ \_\_\_\_\_  
\* If using multiple sureties Total Penal Sum of Bond: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Sherwood, on \_\_\_\_\_ which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required to furnish a bond in connection with this said Contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or any other work or labor done thereon of any kind, the Surety of this body will pay the same to extend hereinafter set forth;

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Sherwood, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bounden Principal or any of his subcontractor shall promptly make payment to all persons supplying labor and material or amounts due in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and virtue; and if the bounden Principal or any of his subcontractors fails to promptly pay any of the persons or amounts due with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also in case suit brought upon this bond, a reasonable attorney's fee, be fixed by the court; and this bond shall insure to the benefit of any persons so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The bond shall insure to the benefit of any all persons, companies and corporations entitle to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the name and corporate seal of each corporate party

being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Sherwood, or the above-referenced agency(ies), be obligated for the payment of any premiums.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

**SURETY:** \_\_\_\_\_  
*[Add signatures for each if using multiple bonds]*

**BY ATTORNEY-IN-FACT:**  
*[Power-of-Attorney must accompany each bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Phone                      Fax



## STATE OF OREGON STATUTORY PUBLIC WORKS BOND

Surety bond #: \_\_\_\_\_ CCB # (if applicable): \_\_\_\_\_  
We, \_\_\_\_\_, as principal, and

\_\_\_\_\_, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Surety by:

Principal by:

\_\_\_\_\_  
*Company Name* (Seal)

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title (e.g. Attorney-in-Fact)*

\_\_\_\_\_  
*Title*

**SEND BOND TO: Construction Contractors Board  
PO Box 14140  
Salem, OR 97309-5052  
Telephone: (503) 378-4621**

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City State Zip*



City of Sherwood  
3040 E. W. Time St.  
Woodward, OR 97140  
503-638-2000  
503-638-7404  
www.sherwoodor.gov

Mayor  
Kirkland

Council President  
Lorenz

Councilors  
Steve Hesterman  
Dan King  
Sally Kobson  
Jennifer Kuper  
Terese Brown

City Manager  
Joseph Galt 503-638-2000



2009 Top Ten Selection



2007 18<sup>th</sup> Best Place to Live



May 27, 2016

Re: **Notice of Intent to Award**

**Woodhaven Park Phase 2  
Construction Services**

Dear Proposer:

This is the Notice of Intent to Award required to be posted on the City's RFP webpage pursuant to OAR 137-049-0200, Sherwood Resolution 2005-006 and the bid documents.

The City of Sherwood received \_\_\_\_\_ (X) Proposals for Construction Services for the Adams Avenue North Project.

After thorough review, the Selection Committee selected the firm of \_\_\_\_\_ to perform the construction services for this project.

Three copies of each of the proposed Contract Documents to \_\_\_\_\_ accompany this Notice of Intent to Award. \_\_\_\_\_ must comply with the following conditions precedent within four days of the date of this Notice of Intent to Award, that is by Monday, May 23, 2016 or sooner. A City of Sherwood or Metro business license is required.

Please deliver to the OWNER three fully-executed counterparts of the Agreement. Each must bear your original signature.

OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached and arrange for a Pre-Construction meeting.

Please contact the city to schedule a preconstruction meeting for the afternoon of Wednesday, June 8, 2016.

Proposals will be available for review at City Hall for 30 days after the date of this Notice.

If the conditions set forth in ORS 279B.410 (1) are satisfied, you must protest the City's Intent to Award within seven (7) days after the date of the issuance of this Notice. The protest must follow the process set forth in OAR 137-047-0740.

Any protest not so complying will not be considered by the City. Protests must be directed to:

Bob Galati, P.E.  
City of Sherwood – Engineering Department  
22560 SW Pine St  
Sherwood, OR 97140

If you have any questions, please contact Bob Galati at (503) 925-2303 or [galatib@sherwoodoregon.gov](mailto:galatib@sherwoodoregon.gov)



City of Sherwood  
22560 SW Pine St  
Sherwood, OR 97140  
Tel: 503-825-5522  
Fax: 503-825-5524  
www.sherwoodoregon.gov

Mayor  
Kristanna Clark

Council President  
Jennifer Harris

Councilors  
Linda Henderson  
Dan King  
Sally Rolinson  
Jennifer Kauper  
Renee Brouss

City Manager  
Joseph Gall ICMA-CM



2009 Top Ten Selection



2007 18<sup>th</sup> Best Place to Live



June 8, 2016

Project Name: Woodhaven Park Phase 2  
Date: June 8, 2016  
Project No: 8081  
C.O.S. Project Manager: Bob Galati, P.E.

Re: **Notice of Award**

You are notified that your Bid dated May 20, 2016 for the above Project has been considered. You are the apparent successful bidder, therefore have been awarded the subject contract.

The price of your contract is \$ \_\_\_\_\_  
for the (Base Bid or Bid Alternate).

An original of the signed contract is included with this Notice of Award.

CITY OF SHERWOOD

\_\_\_\_\_  
Bob Galati, P.E.  
City Engineer



**BUREAU OF LABOR AND INDUSTRIES  
NOTICE OF PUBLIC WORKS**

**(For use by public agencies in complying with ORS 279C.835  
for public works awarded after January 1, 2008)**

**NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.**

**PUBLIC AGENCY INFORMATION**

Agency Name: \_\_\_\_\_ Agency Number (if known): \_\_\_\_\_  
Address: \_\_\_\_\_ Agency Division: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Agency Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

**SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.)**

**CONTRACT INFORMATION:**

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
Contract Name (if part of larger project): \_\_\_\_\_ Contract Number: \_\_\_\_\_  
Project Manager Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Project Location (Street(s), City): \_\_\_\_\_ Project County: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ If under \$50,000, is this contract part of a larger project? YES \_\_\_ NO \_\_\_  
If yes, total project amount: \$ \_\_\_\_\_  
Will project use federal funds that require compliance with the Davis-Bacon Act? YES \_\_\_ NO \_\_\_  
Date Contract Specifications First Advertised for Bid (if not advertised, date of RFP or first contact with contractor): \_\_\_\_\_  
If CM/GC Contract, Date Contract Became a Public Works Contract (see OAR 839-025-0020(6)): \_\_\_\_\_  
Date Contract Awarded: \_\_\_\_\_ Date Work Expected to Begin: \_\_\_\_\_  
Date Work Expected to be Complete: \_\_\_\_\_

**PRIME CONTRACTOR INFORMATION:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
Construction Contractors Board Registration Number: \_\_\_\_\_  
Name of Bonding Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Agent Name and Phone Number: \_\_\_\_\_  
Bond Number: \_\_\_\_\_

Copy of first-tier subcontractors attached (see NOTE above).

**THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.**

**SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and \$750,000 or more of funds of a public agency) and no public agency awards a contract to a contractor.**

**CONTRACT INFORMATION:**

Name of Project Owner: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
Project Location (Street(s), City): \_\_\_\_\_ Project County: \_\_\_\_\_  
Total Project Amount: \$ \_\_\_\_\_ Amount of Public Funds Provided for the project: \$ \_\_\_\_\_  
Name(s) of Public Agency (ies) Providing Public Funds: \_\_\_\_\_  
Date the public agency or agencies commit to the provision of funds for the project: \_\_\_\_\_  
Will project use federal funds that require compliance with the Davis-Bacon Act? YES \_\_\_\_\_ NO \_\_\_\_\_  
Date Work Expected to Begin: \_\_\_\_\_  
Date Work Expected to be Complete: \_\_\_\_\_

**SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency) and no public agency awards a contract to a contractor.**

**CONTRACT INFORMATION:**

Name of Project Owner: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
Project Location (Street(s), City): \_\_\_\_\_ Project County: \_\_\_\_\_  
Total Project Amount: \$ \_\_\_\_\_ Amount of Public Funds Provided for the project: \$ \_\_\_\_\_  
Name(s) of Public Agency(ies) Providing Public Funds: \_\_\_\_\_  
Total square footage of privately owned road, highway, building, structure or improvement: \_\_\_\_\_  
Percent of total square footage of the completed project that will be occupied or used by a public agency: \_\_\_\_\_  
Date the public agency or agencies entered into an agreement to occupy or use the completed project: \_\_\_\_\_  
Will project use federal funds that require compliance with the Davis-Bacon Act? YES \_\_\_\_\_ NO \_\_\_\_\_  
Date Work Expected to Begin: \_\_\_\_\_  
Date Work Expected to be Complete: \_\_\_\_\_

**THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.**

Signature of agency representative completing form: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

RETURN THIS COMPLETED FORM TO:  
Prevailing Wage Rate Unit • Bureau of Labor and Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-2180  
Telephone (971) 673-0852 • FAX (971) 673-0769





**Community Development Division  
Engineering Department**  
22560 SW Pine St.  
Sherwood, OR 97140  
503-925-2309

---

**NOTICE TO PROCEED**

**PROJECT NAME:** Woodhaven Park Phase 2  
**DATE:** June 10, 2016  
**PROJECT NO.:** 8081  
**COUNCIL RESOLUTION:** Resolution 2016-0XX  
**C.O.S. PROJECT MANAGER:** Bob Galati, P.E.

TO:

ADDRESS:

CONTRACT FOR: City of Sherwood

**Woodhaven Park Phase 2**

You are notified that the Contract time under the above Contract will commence to run Friday, June 10, 2016. By that date, you are to start performing your obligations under the Contract Documents.

In accordance with the Agreement, all Contract Work shall be completed by the completion date described in the Bid Booklet on or before October 7, 2016.

CITY OF SHERWOOD

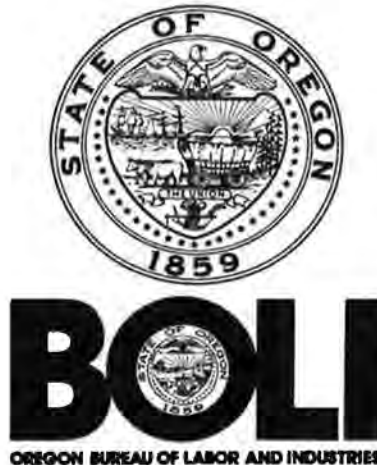
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Bob Galati, P.E.  
City Engineer

# **Division Three**

## **General Requirements**

**PREVAILING WAGE RATES**  
**FOR**  
**PUBLIC WORKS CONTRACTS IN OREGON**



**BOLI PREVAILING WAGE RATES (PWR)**

This Project is subject to Oregon Bureau of Labor and Industry – Prevailing Wage Rates for Public Works Projects in Oregon, effective January 1, 2016 and amendment published April 1, 2016

This publication and amendment are available on the web at:  
[https://www.oregon.gov/boli/WHD/PWR/Pages/PWR\\_Rate\\_Publications\\_2016.aspx](https://www.oregon.gov/boli/WHD/PWR/Pages/PWR_Rate_Publications_2016.aspx)

This is a local project. No Federal Funds are being used on this project. Therefore the project is not subject to the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

## **GENERAL REQUIREMENTS**

### **STANDARD SPECIFICATION**

The Oregon Standard Specifications for Construction 2015 edition, as issued by the Oregon Department of Transportation, as amended herein, these Special Provisions, the Advertisement of Bids, the Accepted Proposal, the Agreement, the Special Specifications, the Plans, the Standard Details appended hereto, and all addenda issued prior to the execution of the agreement and all modifications thereto comprise the Contract documents or the contract.

### **CONSTRUCTION CONTRACTORS BOARD**

The contractor must:

- (a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).
- (b) Require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

**Division Four  
Special Provisions**

**SPECIAL PROVISIONS  
FOR ROADWAY AND HIGHWAY CONSTRUCTION**

**CITY OF SHERWOOD, OREGON  
GRADING, STRUCTURE, & PAVING**

**WOODHAVEN PARK PHASE 2**

**Prepared By:**



**Harper  
Houf Peterson  
Righellis Inc.**

ENGINEERS ♦ PLANNERS  
LANDSCAPE ARCHITECTS ♦ SURVEYORS



EXPIRES: 12/31/17

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ADDITIONAL DOCUMENTS

- Romtec Specifications



## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

The Plan Set for this project which is entitled: WOODHAVEN PARK PHASE 2, SHERWOOD, OREGON.

Improvements include trail and playground improvements, parking lot construction and construction of a multi-use trail.

### **APPLICABLE SPECIFICATIONS**

The Specification that is applicable to the Work on this Project is the 2015 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter of the APWA.

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.

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

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

**00110.20 Definitions** – Add the following:

All reference to fax submittals shall be replaced to allow electronic submittals in .pdf format.

**SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES**

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

**00120.01 General Bidding Requirements** – Replace this section with the following:

All bids must be paper bids and conform to the bidding requirements outlined in the Invitation to Bid.

**00120.05 Request for Solicitation Documents** - Replace this section with the following:

Bid documents are available on-line at the City's website [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov) for downloading. One set of construction plans and one set of specifications will be available for viewing at the City Hall Library located at 22560 SW Pine Street, Sherwood, Oregon. Bid documents are also available for purchase through Precision Images (503) 274-2030.

The Plans, which are applicable to the Work to be performed under the Contract, bear title and date as follows:

Woodhaven Park Phase 2  
Sherwood, Oregon  
May 2016

**00120.10 Bid Booklet** – Add the following to this section:

Refer to the Table of Contents and Bidder's Checklist for additional detail on bid documents.

**00120.25 Subsurface Investigation** – Add the following to the end of this section:

Documents are available at [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov)

**00120.40(a)(2) Electronic Bids** – Replace with the following:

No electronic bids will be accepted.

**00120.40(d) – Bidder’s Address and Signature – Replace with the following:**

Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. Address must be a physical address, no P.O. Box addresses will be permitted.

Add the following subsection:

**00120.40(g) Bidder Responsibility Form** – Submit the provided Bidder Responsibility Form, signed by the bidder that states the qualifications of the firm for accomplishing the specified work. The Bidder Responsibility Form addresses the following standards of responsibility:

1. Evidence of previous projects of similar scope undertaken by the bidder and completed for local government agencies within the last five years. Previous project information should include examples of scope of work similar to this project, the name of the project, the bidder's role on the project (general contractor or subcontractor), the date completed, the project engineer or architect, and the name of the Agency (include the Agency's address, phone number and contact person). To be considered for acceptance as Contractor for this project, a bidder must demonstrate a minimum of five (5) consecutive years' experience as a general contractor in successfully executing work of the types specified. A bidder may list additional years of experience in other types of work and as a subcontractor, but these years of experience must be in addition to the minimum number of years required as a general contractor on work similar to this project and must be listed after the minimum specified experience as a general contractor.
2. Evidence of a satisfactory record of performance during the last five (5) years;
3. Evidence of sufficient financial, material, equipment, facility and personnel resources and expertise, or ability to obtain sufficient resources and expertise, necessary to meet all contractual responsibilities;
4. Evidence that the key subcontractors, installers and personnel supervisory proposed for this contract are qualified for the type of work specified;
5. Evidence of a satisfactory record of integrity. A bidder may be determined to lack integrity if the City determines the bidder demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to an agency. The City may find a bidder non-responsive based on the lack of integrity of any entity having influence or control over the bidder (such as a key employee of the bidder that has the authority to significantly influence the bidder's performance of the Contract or a parent company, predecessor or successor entity). The standards for conduct disqualification under OAR 137-030-0110 may be used to determine a bidder's integrity.

Copies of any letters of recommendation or appreciation from the cities of previous urban utility and street projects successfully completed by the bidder would be accepted but are not required.

Add the following Subsection:

**00120.40(h) Customer Service Acknowledgement** – To demonstrate a commitment to providing an exceptionally high level of customer service to the City and the community on this project, each bidder shall complete the provided Customer Service Acknowledgment.

The Acknowledgment certifies that s/he has read and understands the sections of the specifications emphasizing customer service, including public safety and convenience, protection and preservation of private property and existing vegetation, and related aspects of construction.

**00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder** - Replace this subsection, except for the subsection number and title, with the following:

The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 or ORS 279C.375(3) and as specified in the invitation to bid will be rejected.

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

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

**00130.10 Award of Contract** - Replace the bullet that begins "A satisfactory record of performance..." with the following bullet:

- A satisfactory record of performance. In evaluating a Bidder's record of performance, the Agency may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.

Replace the bullet that begins "A satisfactory record of integrity..." with the following bullet:

- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the Agency may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.

**00130.30 Contract Booklet** – Add the following to the end of this section:

Additional documents as noted in the Table of Contents and Bidder's Checklist.

**00130.40 Contract Bonds, Certificates, and Registrations** - Replace this subsection number and title and replace the sentence that begins "Before the Agency will..." with the following number and title and sentence:

**00130.40 Contract Submittals** - Before the Agency will execute the Contract, the successful Bidder shall furnish the following:

Add the following subsection:

**00130.40(e) Tax Identification Number** - The successful Bidder shall furnish the Agency the Bidder's Federal Tax Identification Number.

**00130.50(a) By the Bidder** – Add the following to the end of this subsection:

All documents shall be submitted at the preconstruction meeting.

**00130.90 Notice to Proceed** – Replace with the following:

Notice to Proceed will be given at the preconstruction meeting. The preconstruction meeting time is identified in the invitation to bid.

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

Comply with Section 00140 of the Standard Specifications 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

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

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.15 Construction Stakes, Lines and Grades** – Delete and replace subsections (b) and (c) with the following:

Refer to Section 00305 for items of Work on this project to be performed by Agency and Contractor forces.

**00150.20 Inspection by the Engineer** – Add the following to the end of the first paragraph:

The Contractor shall notify the Engineer 24 hours in advance for inspection of all portions of the Work.

**00150.35(c) Number and Size of Drawings** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall submit Working Drawings according to one of the following methods:

**(1) Paper Submittal** - For paper submissions, submit seven copies of Working Drawings for steel Structures and six copies of Working Drawings for other Structures to the Engineer. The submitted copies shall be clear and readable. Drawing dimensions shall be 8 1/2 inches by 11 inches, 11 inches by 17 inches, or 22 inches by 36 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit such additional number of copies to the Engineer for processing that the Contractor would like to have returned.

**(2) Electronic Submittal** - For electronic submissions, submit Working Drawings according to the "Guide to Electronic Shop Drawing Submittal" which is available from the Engineer.

**00150.35(d-1) Stamped Working Drawings** - Replace the sentence with the following sentence:

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

**00150.35(d-2) Unstamped Working Drawings** - Replace the sentence with the following sentence:

Unstamped Working Drawings will be designated on the face of the Drawing, as "approved", "approved as noted", or "returned for correction" by the Engineer.

**00150.50 Cooperation with Utilities** - Add the following subsection:

**(f) Utility Information:**

The following utilities work within the City of Sherwood and may be doing work in the project area including relocating existing overhead utilities underground.

**Utility**

**Contact Person's  
Name and Phone Number**

1. Portland General Electric      TBD (503-570-XXXX)
5. Sherwood Broadband              Brad Crawford (503-625-4203)
6. City of Sherwood Water          Rich Sattler (503-925-2319)

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

**00150.55 Cooperation with Other Contractors** - The following contract work will be ongoing within the Project site during the following times:

<b>Contract Name (Contractor's Name)</b>	<b>Estimated Times (From - To)</b>
(N/A)	

**00150.70 Detrimental Operations** – Add the following to the end of this section:

The Contractor shall video or photo document the existing conditions of the site for the purpose of documenting existing conditions prior to construction activity. The Contractor shall submit a copy of the documentation to the City on either a CD or DVD prior to commencing work.

### **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 subsection:

**00170.67 Fees** - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

**00170.70(a) Insurance Coverages** - The following insurance coverages and dollar amounts are required pursuant to this subsection:

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

- With Asbestos Liability Endorsement or separate coverage
- With Lead Liability Endorsement or separate coverage

**00170.70(c) Additional Insured** - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insured under the Contract:

- The City of Sherwood and its officers, agents, and employees
- Sherwood City Council
- Washington County and its officers, agents, and employees
- Clean Water Services and its officers, agents, and employees
- Harper Houf Peterson Righellis Inc.

**00170.72 Indemnity/Hold Harmless** - Add the following paragraph and bullets to the end of this subsection:

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

- The City of Sherwood and its officers, agents, and employees
- Sherwood City Council
- Washington County and its officers, agents, and employees
- Clean Water Services and its officers, agents, and employees
- Harper Houf Peterson Righellis Inc.

**00170.80 Responsibility for Damage to Work** - Replace this subsection, except for the subsection number and title, with the following:

**(a) Responsibility for Damage In General** - The Contractor shall perform Work, and furnish Materials and Equipment for incorporation into the Work, at the Contractor's own risk, until the entire Project has been completed and accepted by the Agency. The Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work, except as otherwise provided in this Section.

**(b) Repair of Damage to Work** - Until Final Acceptance, the Contractor shall promptly rebuild, repair, restore, and make good damages to all portions of the permanent or temporary Work, except to the extent the Agency has assumed responsibility according



to the provisions of (c) below. Perform all repairs of damage to Work at no additional cost to the Agency, except for repairs necessitated by damage caused by:

- Acts of God or Nature, as defined in Section 00110; or
- Actions of governmental authorities.

**(c) Responsibility for Damage to Work Caused by Public Traffic** - The Contractor may apply for relief of responsibility for damage to Work caused by public traffic by submitting a signed Contractor's Request for Relief of Responsibility, form 734-2768, to the Engineer by mail, personal delivery or courier, by FAX, or other agreed-upon method.

The Engineer will process a maximum of two forms per month and return the forms within seven Calendar Days indicating each item as "approved" or "denied".

The approval of the Engineer is limited, and is made only for the purposes of determining relief of responsibility for damage to completed portions of the Work caused by public traffic. The completed portions of the Work are not considered complete, and are not finally accepted for any other purposes under the Contract.

If the Contractor disagrees with the Engineer's findings, the Contractor may request a Region level review according to 00199.40(b).

**(1) Request for Relief** - The Agency will only accept a request for relief from and will only assume responsibility for damages caused by public traffic, to the following completed portions of the Work:

- A segment of Roadway, drainage facilities, Slopes, lighting, traffic control devices and access facilities;
- A Bridge or other Structure within a segment of Roadway;
- Traffic signals and appurtenances at an intersection;
- Permanent, passive traffic control devices;
- Complete circuits of a highway lighting system; and
- Portions of a building open to public use.

The Agency will approve a request for the Agency to assume responsibility for damages to the completed portions of the Work caused by public traffic only under the following conditions:

- The completed portions of the Work are completed according to Contract Change Orders, the Contract Plans or approved stage construction Plans;
- The traffic control complies with approved traffic control Plans; and
- All required Materials conformance and quality compliance documents pertaining to the completed portions of the Work are on file with the Engineer (see Section 00165).

**(2) Scope of Relief** - When the Agency assumes responsibility for damage to completed portions of the Work caused by public traffic any damages will be repaired by the Contractor on an Extra or Changed Work basis, or by Agency forces, or by other means as determined by the Engineer. If completed portions of the Work are damaged by public traffic before Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 75% of the total amount calculated according to Section 00197.

If completed portions of the Work are damaged by public traffic after Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 100% of the total amount calculated according to Section 00197.

If any additional Work is performed by the Contractor on completed portions of the Work for which the Agency has assumed responsibility for damages caused by public traffic, and the Work is performed outside of the approved stage construction Plans or approved traffic control Plans, the Contractor shall become fully responsible and liable, and shall make good all damages caused by public traffic at no additional cost to the Agency.

**(d) Vandalism** - The Contractor shall provide reasonable protection of the Work from vandalism until Third Notification. If reasonable protection has been provided, the Contractor's responsibility for damage resulting from vandalism will be limited to \$5,000.00 per occurrence. Requests for reimbursement of amounts in excess of \$5,000.00 shall be in writing and directed to the Engineer. Upon receipt, the Engineer will investigate, evaluate the amount of damages and their cause, and determine whether, and how much, the Contractor will be recompensed.

**00170.85(b)(2) Warranties for Local Agency Projects** – Replace the paragraph that begins with "The Contractor shall warrant all Work and workmanship..." with the following paragraph:

The Contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated in the Work, for two years from the date of Third Notification, except that manufacturers' warranties and extended warranties according to 00170.85(c) shall not be abridged.

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

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

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
Railway Work .....	00170.01(e)
Contract Completion Time .....	00180.50(h)
Right-of-Way and Access Delays .....	00180.65
Traffic Lane Restrictions .....	00220.40(e)
Special Events .....	00220.40(e)
In-water Work Restrictions .....	00290.34(a)
Noise Control .....	00290.32

**00180.41 Project Work Schedules** - After the paragraph that begins "Contractor's activity..." add the following paragraphs:

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 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.

In addition to the "look ahead" Project Work schedule, a Type C schedule as detailed in the Standard Specifications is required on this Contract.

**00180.42 Preconstruction Conference** - Add the following paragraph to the end of this subsection:

Before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

Add the following subsection:

**00180.50(h) Contract Time** - Complete all Work to be done under the Contract before the elapse of 120 Calendar Days, or not later than October 7, 2016, whichever occurs first.

Recording of the elapse of Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

**00180.85(b) Liquidated Damages** - Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$1,100.00 per Calendar Day \*.

\* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

## **SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

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

## **SECTION 00195 - PAYMENT**

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

**00195.10 Payment for Changes in Materials Costs** - Replace this subsection with the following subsection:

**00195.10 Payment for Changes in Materials Costs** - No escalation/de-escalation clauses are included in this contract.

**00195.50(a) Progress Payments –**

**00190.50(b) Retainage –** Replace the first sentence with the following:

The amount to be retained from progress payments will be 5% of the value of the Work accomplished, and will be retained in one of the forms specified in Subsection (c) below.

**00195.50(c-1) Cash, Alternate A –** In the paragraph that begins "The Agency will...", replace the sentence that begins "The Agency will deposit..." with the following sentence:

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).

In the paragraph that begins "Any retainage withheld on...", replace "00195.90(d)" with "00195.50(d)".

**00195.50(c-2) Cash, Alternate B (Retainage Surety Bond) –** Replace the paragraph that begins "If an acceptable retainage..." with the following paragraph:

If an acceptable retainage surety bond is provided, the Contractor shall notify all Subcontractors of the existence of the retainage surety bond and shall advise them of their rights under ORS 279C.560(7) and ORS 701.435.

**00195.50(c-3) Bonds and Securities –** Replace this subsection with the following subsection:

**00195.50(c-3) Bonds, Securities, and Other Instruments –** In accordance with ORS 279C.560, unless the Agency finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, the Agency will approve the Contractor's written request to deposit bonds, securities or other instruments with the Agency or in a custodial account or other account satisfactory to the Agency with an approved bank or trust company, to be held instead of cash retainage for the benefit of the Agency. In such event, the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to the Agency and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Agency may require to protect its interests. When the Engineer determines that all requirements for the protection of the Agency's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor.

**00195.90 Final Payment – Add the end of this subsection:**

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 the City.

The "as-built" drawings shall 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 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.

**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.

**SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

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

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

**00220.40(e-2-b) Special Events** - Add the following to the end of this subsection:

The following special events will occur during this Project:

- (N/A)

## **SECTION 00225 - WORK ZONE TRAFFIC CONTROL**

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

**00225.01(c) Standards** - Add the following bullet to the end of the bullet list:

- ODOT "Traffic Control Plans Design Manual", available on the ODOT Traffic Control Plans Unit website.

**00225.02 General Requirements** - In the paragraph that begins "Work may be suspended...", replace the sentence that begins "Costs for work performed..." with the following sentence:

Costs for work performed by the Agency may be deducted from monies due the Contractor.

**00225.90 (b) Method "B" – Lump Sum Basis** – Add the following to the end of this subsection:

Includes flagging where necessary for work within public streets.

## **SECTION 00270 - TEMPORARY FENCES**

Comply with Section 00270 of the Standard Specifications.

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

Comply with Section 00280 of the Standard Specifications.

## **SECTION 00305 - CONSTRUCTION SURVEY WORK**

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

### **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". This manual is available on the web at:

<http://www.oregon.gov/ODOT/HWY/GEOMETRONICS/Pages/documents.aspx>



### **Measurement**

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

### **Payment**

**00305.90 Payment** - The accepted quantities of 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 any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

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

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

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

Comply with Section 00310 of the Standard Specifications.

## **SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications modified as follows:

**00320.40(b) Preserving and Trimming Vegetation** - Replace this subsection with the following subsection:

### **00320.40(b) Preserving Vegetation and Other Natural Materials:**

**(1) Within the Work Areas** - Avoid injuring vegetation or other natural materials designated to be saved. Preservation of this vegetation includes protection and special care.

**(2) Outside the Work Areas** - Avoid injuring vegetation or other natural materials. Confine operations which may injure vegetation or other natural materials to the work area or to areas that have already been cleared.

**(3) Vegetation and Materials to be Saved** - The Engineer will designate no work zones and identify and mark trees, existing landscaping, vegetation, or other natural materials to be saved, as shown. Provide and place work zone fencing, from section 00225.12 of the QPL, around designated no work zones and critical root zones of marked trees, as directed. Do not begin construction activity or move equipment into existing landscaped or vegetated areas until the work zone fencing is in place to designate and protect no work and critical root zones.

Do not work within the no work zones or critical root zone of marked trees unless written approval is obtained from the Engineer. Be responsible for all damage to and removal of trees, landscaping, vegetation or other natural materials designated to be saved. Damage will be determined by a specialist selected by the Engineer.

**00320.90 Payment** - Replace the paragraph that begins "No separate or additional payment..." with the following paragraph:

Payment for temporary chain link tree protection and site fencing will be paid in accordance with 00270.

### **SECTION 00330 - EARTHWORK**

Comply with Section 00330 of the Standard Specifications modified as follows:

**00330.03 Basis of Performance** - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

**00330.41(a-5) Waste Materials** - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

### **SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the Standard Specifications modified as follows:

**00440.13 Field-Mixed Concrete** - Add the following paragraph to the end of this subsection:

Pre-packaged dry blended concrete meeting the requirements of 00440.12 may be used for work items listed in 00440.14(a).

## **SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE**

Comply with Section 00445 of the Standard Specifications.

## **SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES**

Comply with Section 00490 of the Standard Specifications.

## **SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00641 of the Standard Specifications.

## **SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

Comply with Section 00730 of the Standard Specifications modified as follows:

**00730.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for emulsified asphalt tack coat.

## **SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE**

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

**00745.10(a-1-a) Separated Sizes** - In the paragraph that begins "The number of fine aggregate...", replace "00745.13(b)" with "00745.13(a)".

### **00745.80 Measurement** -

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

### **00745.90 Payment** -

Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for asphalt cement used in the mixture.

## **SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

Comply with Section 00759 of the Standard Specifications.

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

**00759.80 Measurement** - Add the following sentence(s) to the bullet that begins "Area Basis - Measurement...":

Measurement of concrete walks will include the total area of concrete walk, including the area of new concrete sidewalk ramps within the footprint of the concrete walk.

**00759.90 Payment** - Add the following pay items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(l) Concrete Driveway Connections .....	Square Foot

Delete the paragraph that reads "Items (e) and (f) include sidewalk ramps."

Add the following paragraph(s) after the paragraph that begins "In item (k)...":

## **SECTION 00815 - BOLLARDS**

Comply with Section 00815 of the Standard Specifications modified as follows:

**00815.11 Posts and Sleeves** - Replace this subsection, except for the subsection number and title, with the following:

Use Schedule 40 steel pipe for the posts and either Schedule 40 or Schedule 80 steel pipe for the sleeves, as shown. Use steel pipe conforming to ASTM A 53, Type E, Grade A.

**00815.40 Bollards** – Add the following sentence to the end of the section:  
Construct bollards in accordance with City of Sherwood Standard Drawing SS-86.

**00815.90 Payment** - Delete the following pay item to the pay item list:

(a) Bollards .....	Each
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## **SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS**

Comply with Section 00850 of the Standard Specifications.

**SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT**

Comply with Section 00860 of the Standard Specifications.

**SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the Standard Specifications.

**SECTION 00940 - SIGNS**

Comply with Section 00940 of the Standard Specifications.

**SECTION 01030 - SEEDING**

Comply with Section 01030 of the Standard Specifications modified as follows:

**01030.13(f) Types of Seed Mixes** - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- Permanent Seeding:**

<b>Botanical Name (Common Name)</b>	<b>PLS ÷ (% Purity x % Germination) = (lb/acre) (minimum)</b>	<b>(minimum)</b>	<b>= Amount (lb/acre)</b>
Festuca rubra spp. Fallax var. 'Windward' (Windward Chewings Fescue)	13.15	_____	_____
Festuca rubra commutata var. 'Garnett' (Garnett Creeping Chewings Fescue)	12.42	_____	_____
Lolium perenne 'Blazer 4' (Blazer 4 Perennial Ryegrass)	37.27	_____	_____
Lolium perenne 'Express II' (Express II Perennial Ryegrass)	37.27	_____	_____

- Water Quality Seeding:**

<b>Botanical Name</b>	<b>PLS ÷ (% Purity x % Germination) =</b>	<b>Amount</b>
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(Common Name)	(lb/acre)	(minimum)	(minimum)	(lb/acre)
Bromus carinatus (California Brome)	32.68	_____	_____	_____
Elymus glaucus (Blue Wildrye)	13.07	_____	_____	_____
Festuca rubra var. rubra (Native Red Fescue)	13.07	_____	_____	_____
Lupinus rivularis (Streambank Lupine)	6.54	_____	_____	_____

Add the following subsection:

**01030.15 Mulch** - Add the following paragraphs and bullets to the end of this subsection:

Furnish straw mulch for all roadside erosion control seeding except hydromulch may be used under the following conditions:

- Spring planting west of the Cascades between March 1 and May 15.
- Slopes are steeper than 1V to 1.5H and longer than 16 feet.
- Residential or commercial sites with low erosion potential such as sidewalk, median, or parking lot planter strips.

Projects that have variable slopes may include straw mulch and hydromulch when approved.

**01030.42 Weed Control** - Add the following paragraph and bullets after the paragraph that begins "If a pesticide has been approved for..." and before subsection (a):

The Specified Weeds and plant species to be removed include the following:

- *Rubus armeniacus*
- *R. discolor*
- *Daucus carota*
- *Clematis* species
- *Hedera* spp.
- *Cirsium arvense*

**01030.60 General** - Add the following sentence(s) after the last bullet:

The minimum living plant coverage for native plant seeding is 70 % of ground surface.

## SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications.

**01040.14 Topsoil** – Add the following subsection to the end of the section:

**01040.14(d) Water Quality Mixture** - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

<b>Sieve Size</b>	<b>Percent Passing (by Weight)</b>
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent mixed soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

## **SECTION 01050 - FENCES**

Comply with Section 01050 of the Standard Specifications.

## **SECTION 01095 - SITE FURNISHINGS**

Section 01095, which is not a Standard Specification, is included in this Project by Special Provision.

### **Description**

**01095.00 Scope** - This work consists of constructing site furnishings such as benches, picnic tables, litter receptacles, bicycle racks, and other furnishings as shown or directed.

The Preliminary Plan(s) and Specifications for the RomTec 2022M are bound at the end of the Special Provisions. It should be noted that the specifications indicate which elements will be provided by RomTec and which elements should be provided or completed by the Installer. The installer shall be considered the Contractor.

## Materials

### 01095.10 General:

**(a) Benches** - Provide benches meeting the following requirements:

- Provide benches manufactured by Landscape Forms, TimberForm Restoration model 2118-6 or approved equivalent.
- Benches to be constructed of powder coated, cast iron frame in color black.
- Bench slats to be kiln-dried Alaska yellow cedar.
- Install and mount benches in accordance with manufacturer's recommendations and detail(s) on sheet L2.3.
- Submit manufacturer's data sheets.

**(b) Picnic Tables** - Provide picnic tables meeting the following requirements:

- Provide picnic tables manufactured by Columbia Cascade, TimberForm Greenway, Model 2169-6 or approved equivalent.
- Picnic tables to be constructed of black, powder coated steel frames with recycled plastic seating slats.
- Install and mount benches in accordance with manufacturer's recommendations and detail(s) on sheet L2.3.
- Submit manufacturer's data sheets.

**(c) Litter Receptacles** - Provide trash receptacles meeting the following requirements:

- Provide litter receptacles (garbage and dog waste) manufactured by Columbia Cascade, TimberForm Plaza model 2770-DT or approved equivalent.
- Litter receptacles be constructed of powder coated, steel frame in color black, and kiln-dried Alaska yellow cedar wood slats.
- Install and mount litter receptacles in accordance with manufacturer's recommendations and detail(s) on sheet L2.3. Submit manufacturer's data sheets.

**(d) Bicycle Racks** - Provide bicycle racks meeting the following requirements:

- Provide bicycle racks manufactured by Fairweather Site Furnishings, Model BR-1.5 or approved equivalent.
- Bicycle racks be fabricated of 2" schedule 40 steel pipe, powder coated in color black.
- Install and mount bicycle racks receptacles in accordance with manufacturer's recommendations and detail(s) on sheet L2.3. Submit manufacturer's data sheets.

**(e) Basketball Court** - Provide basketball court meeting the following requirements:



- Basketball court pavement section to be included with bid items in sections 00641 and 00745.
- Court striping to meet the requirements as shown on sheet L2.4.
- Basketball pole shall be installed in accordance with detail(s) on sheet L2.4 and be Patterson-Williams Model #1527 or approved equal.
- Basketball backboards shall be installed in accordance with manufacturer's recommendations and detail(s), and be Patterson-Williams Model #13 or approved equal.
- Basketball goal shall be installed in accordance with manufacturer's recommendations and detail(s), and be Patterson-Williams Model #31 or approved equal.
- Submit manufacturer's data sheets and material samples per ODOT specifications.

**(f) Rock Climbing Wall** - Provide a climbing wall system meeting the following requirements:

- Climbing wall shall be constructed in accordance with details on sheet C3.4.
- Hand holds shall be Playcore, Everlast Climbing Groperz Route Setting, beginner hand holds or approved equivalent.
- Hand holds shall be installed per manufacturer's recommendations.
- Concrete to be installed per ODOT Section 00759.
- Aggregate base to be installed per ODOT Section 00641.
- Safety surface shall SoftILE KrosLOCK five (5) inch thick by two (2) feet square interlocking tiles, or approved equivalent.
- Submit SoftILE manufacturer's data sheet and a one (1) tile sample.

**(g) Play Slide** - Provide plant trellises meeting the following requirements:

- Provide play slide manufactured by Columbia Cascade Company, TimberForm Model No. 1643-91-EMB, Embankment wide slide chute with stainless steel bedway and 6" rails.
- Install play slide in accordance with detail on sheet C3.3 and manufacturer's recommendations.
- Submit manufacturer's data sheets.

**(h) Picnic Shelter with Restroom** - Provide picnic shelter and restroom meeting the following requirements:

- Picnic shelter and restroom facility shall be ROMTEC model 2022M and constructed in accordance with details on sheets C3.5, C3.6, C3.7 and manufacturer's recommendations.
- Utility connections shall be made in accordance with City of Sherwood Plumbing Code.

- Building construction shall be made in accordance with City of Sherwood Building Code and manufacturer's recommendations.
- Submit manufacturer's data sheets and shop drawings.

**(i) Little Digger** - Provide Little Digger meeting the following requirements:

- Little Digger shall be Burke Basics Little Digger ADAAG Model 590-0063 or approved equivalent.
- Little Digger shall be installed in accordance with manufacturer's recommendations.
- Submit manufacturer's data sheets.

**(j) Hop Rocks** - Provide Hop Rocks meeting the following requirements:

- Hop Rocks shall be manufactured by Rocks & Ropes or approved equivalent.
- Hop Rocks shall be constructed of polyfibercrete, limestone colored and be treated with an acrylic anti-graffiti sealer.
- Hop Rocks shall be installed and anchored per manufacturer's recommendations.
- Hop Rocks shall be provided in large and medium sizes as called out on sheet C3.1.
- Submit manufacturer's data sheets.

**(k) Raccoon Log** - Provide Hop Rocks meeting the following requirements:

- Raccoon Log shall be manufactured by Rocks & Ropes or approved equivalent.
- Raccoon Log shall be constructed of polyfibercrete, limestone colored and be treated with an acrylic anti-graffiti sealer.
- Raccoon Log shall be installed and anchored per manufacturer's recommendations and as shown on sheet C3.1.
- Submit manufacturer's data sheets.

**(l) Pedestrian Bridge** - Provide pedestrian bridge meeting the following requirements:

- Pedestrian bridge shall be constructed in accordance with details on sheet C4.2 and City of Sherwood Building Code.

**(m) Engineered Wood Fiber** - Provide engineered wood fiber surfacing meeting the following requirements:

- Engineered wood fiber material shall be Sof'Fall or approved equivalent.
- Engineered wood fiber material shall be non-toxic, non-flammable and IPEMA certified in accordance with ASTM F2075 and ASTM F1292, and ASTM 1951.
- Engineered wood fiber material shall be installed in new playground area and applied as a 3" thick top dressing of the existing playground area as shown on sheet C3.1.

- Engineered wood fiber material shall be installed in accordance with manufacturer's recommendations and as shown on details on sheet L2.4.
- Submit Manufacturer's data sheet and 1 lb. sample.

**(n) Prefabricated Restroom** - This work consists of the construction and complete installation of a new restroom facility. The restroom facility shall be a prepackaged RomTec 2022M. The Preliminary Plan and Specifications for the RomTec 2022M are bound at the end of the Special Provisions. It should be noted that the specifications indicate which elements will be provided by RomTec and which elements shall be provided or completed by the Installer. The installer shall be considered the Contractor.

**(o) Pet Station** – Provide all materials, equipment and labor necessary to install the pet station as shown in the detail on sheet L2.0 of the plans. Pet station includes park signage, pet waste bag dispenser and post.

**(p) CWS Vegetated Corridor Sign** – Provide all materials, equipment and labor necessary to install the CWS vegetated corridor signs per Clean Water Services (R&O 07-20). Locations as directed by the engineer.

### Construction

**01095.40 General** - Install all site furnishings as shown and according to the manufacturer's recommendations.

### Measurement

**01095.80 Measurement** - The quantities of site furnishings will be measured on the unit basis.

### Payment

**01095.90 Payment** - The accepted quantities of site furnishings will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Benches .....	Each
(b) Picnic Tables .....	Each
(c) Litter Receptacles .....	Each
(d) Bicycle Racks .....	Each
(e) Basketball Court .....	Each
(f) Rock Climbing Wall .....	Each
(g) Play Slide .....	Each
(h) Picnic Shelter with Restroom .....	Each
(i) Little Digger .....	Each
(j) Hop Rocks, _____ .....	Each
(k) Raccoon Log .....	Each
(l) Pedestrian Bridge .....	Each

- (m) Engineered Wood Fiber ..... Cu. Yd.
- (n) Prefabricated Restroom ..... L.S.
- (o) Pet Station ..... Each
- (p) CWS Vegetated Corridor Sign ..... Each

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

Item (k) list the size in the blank.

### SECTION 01120 - IRRIGATION SYSTEMS

Comply with Section 01120 of the Standard Specifications.

**01120.00 Scope** – Add the following sentence to the end of the first sentence:

Refer to sheets L3.0 and L3.1 – Irrigation Demolition Plan for removal, remain, return to Owner, and/or protection notes for existing system. Work to include repair of existing system components to remain in order to provide a fully functional and operating system. Provide new automated controller in accordance with sheet L3.2. Controller shall be Calsense ER20000e, 24 station.

### SECTION 01140 - POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications modified as follows:

**01140.10 Materials** - Replace this subsection, except for the subsection number and title, with the following:

Furnish materials meeting the following requirements:

Bolted, Sleeve-Type Couplings for Plain End Pipe .....	02475.60
Commercial Grade Concrete in Thrust Blocks .....	00440
Detectable Marking Tape and Wire .....	02470.60
Ductile Iron Pipe Fittings.....	02475.20
Ductile Iron Pipe .....	02470.20
Polyethylene Encasement.....	02470.50
Polyvinyl Chloride (PVC) Pipe fittings - 4" and larger.....	02475.40
Polyvinyl Chloride (PVC) Pipe fittings - under 4".....	02475.45
Polyvinyl Chloride (PVC) Pipe - 4" and larger .....	02470.40
Polyvinyl Chloride (PVC) Pipe - under 4".....	02470.45

Reinforcement.....	00530
Restrained Joints.....	02475.50
High Density Polyethylene Pipe.....	02470.31
High Density Polyethylene Pipe Fittings .....	02475.31

High Density Polyethylene (HDPE) pipe shall meet the requirements of ANSI/AWWA C906, Standard PE Code Designation PE 3408, minimum cell classification PE 334434C (ASTM D 3350). Pipe may also be PE 4710 in accordance with the pending revisions to ANSI/AWWA C906-07. Pipe shall be iron pipe size (IPS) outside diameter or ductile iron pipe size (DIPS) outside diameter. All HDPE pipe and fittings shall be of the dimension ratio (DR) as shown on the plans.

**01140.11 Handling Pipe and Fittings** - Replace this entire subsection, including subsections .11(a) and .11(b), with the following subsection:

**01140.11 Handling Pipe and Fittings** - Handle pipe and fittings to prevent damage to or contamination of the pipe, fitting, lining, or coating. Load and unload pipe and fittings using hoists and slings so as to avoid shock or damage, and under no circumstances allow them to be dropped, skidded, or rolled against other pipe or fittings. If any part of the coating or lining is damaged, repair in a manner satisfactory to the Engineer. Damaged or contaminated pipe and fittings will be rejected. Immediately separate all damaged or contaminated pipe and fittings and remove from the project site.

If pipe requires temporary storage, store on cradles to prevent entry of dirt, other foreign material, or contamination. Keep the pipe or pipe joint free of dirt, other foreign material, or contamination during handling or laying operations. Remove, clean, and relay any pipe or fitting that has been installed with dirt, foreign material, or contamination in it. When pipe laying is not in progress, close the open ends of pipe with watertight plugs or by other approved means to ensure cleanliness.

**01140.12 Cutting Pipe** - Replace this entire subsection with the following subsection:

**01140.12 Cutting Pipe:**

**(a) General** - Whenever possible, use partial lengths of pipe supplied by the manufacturer to provide the proper spacing of valves, tees, or special fittings.

**(b) Cutting Operation** - Cut pipe with abrasive saws or with special pipe cutters. Square all pipe ends with the longitudinal axis of the pipe. Ream and smooth the interior edge and bevel the exterior edge of the cut ends. Flame cutting of ductile iron pipe will not be allowed.

**01140.40(c) Extra Trench Excavation** - Delete this subsection.

**01140.40(d) Grade and Alignment Changes** - Replace this subsection, except for the subsection number and title, with the following:

Excavate potholes to locate utilities. Allow enough time between excavating potholes and pipe installation to change alignment and grade of the pipeline to avoid conflicts. Obtain approval from the Engineer before using fittings to avoid conflicts.

**01140.40(e) Installation in Paved Areas** - Delete this subsection.

**01140.41(b) Ductile Iron Pipe** - Replace this entire subsection with the following subsection:

**01140.41(b) Ductile Iron Pipe** - Install ductile iron pipe according to AWWA C600 and the manufacturer's recommendations.

**(1) Curves** - Lay horizontal and vertical long radius curves with standard pipe by deflecting the joints. Use standard fittings and standard pipe lengths, unless otherwise shown. If shorter pipe lengths are required, the maximum allowable pipe lengths will be shown. Do not exceed 80 percent of the manufacturer's recommendations for the amount of deflection at each pipe joint when pipe is laid on a horizontal or vertical curve. Where field conditions require deflection or curves not shown, the Engineer will determine the methods to be used.

**(2) Pipe Laying Procedure** - When ductile iron pipe is laid on a curve, join the pipe in a straight alignment and then deflect it to the curved alignment. Widen trenches on curves for this purpose as allowed or directed.

**01140.41(d) Steel Pipe** - Delete this subsection.

**01140.41(e) Polyvinyl Chloride Pipe** - Replace this entire subsection, including subsections .41(e-1) and .41(e-2), with the following subsection:

**01140.41(e) Polyvinyl Chloride (PVC) Pipe** - Install PVC pipe according to AWWA C605 and the manufacturer's recommendations.

Lay horizontal and vertical curves in pipe, as shown, with standard pipe by deflecting the joints. Use standard fittings and standard pipe lengths unless otherwise shown. If shorter lengths of pipe are required, the maximum allowable pipe lengths will be shown. Do not exceed 80 percent of the manufacturer's recommendations for the amount of deflection at each pipe joint when pipe is laid on a horizontal or vertical curve. Where field conditions require deflection or curves not shown, the Engineer will determine the methods to be used. Do not bend PVC pipe segments.

**01140.41(f) Water and Sanitary Sewer Separation** - Replace this subsection, except for the subsection number and title, with the following:

Comply with OAR 333-061-0050 governing horizontal and vertical separation between water and sanitary sewer facilities for installation of new water lines and appurtenances. Submit all proposals for variance in writing. The proposal shall include the reason for the variance, type of material and condition of the sewer line, and location of the water and sewer facilities, including horizontal and vertical skin-to-skin clearances. Proposals will be reviewed by the Engineer and approved, approved as noted, or returned for correction. Each variance will be addressed on a case-by-case basis.

Add the following subsection:

**01140.41(g) Other Utilities** - Maintain a minimum vertical clearance of 12 inches between installed pipe and other utilities. Maintain a minimum horizontal clearance of 24 inches between installed pipe and other utilities. Engineer's approval and additional protection is required for any pipe installation that does not maintain the specified minimum clearances.

**01140.42(a) General** - Replace the paragraph that begins "Mark pipe not..." with the following paragraph:

For pipe not furnished with a depth mark, mark pipe with a depth mark before joint assembly.

**01140.42(b) Steel Pipe under 6 Inches** - Delete this subsection.

Add the following subsection

**01140.42(c) HDPE Pipe:**

**(1) Joints and Fittings** - Join pipes and fittings using the thermal butt fusion method according to ASTM D 3261. HDPE fittings shall be of the same class as the HDPE piping.

**(2) Connections with Other Pipe Types** - Connect HDPE pipe to other pipe types using manufactured fittings, as approved.

**01140.43(a) Installation** - Replace the sentence that begins "The polyethylene encasement need..." with the following sentence:

The polyethylene encasement is not required to be watertight, but do not expose any part of the pipe, fittings, or coupling to the backfill.

**01140.45(a) Installation** - Replace the sentence that begins "Secure to the top of the pipe..." with the following sentence:

Use cable ties to secure the copper wire to the top of the pipe at a maximum spacing of 10 feet.

**01140.47 Connection to Existing Mains** - Replace this entire subsection with the following subsection:

**01140.47 Connection to Existing Mains** - Make necessary arrangements with the Engineer a minimum of 7 calendar days before making connections to existing water mains. Assemble all materials, equipment, and labor necessary to properly complete the work before starting.

**(a) Notification** - If the connection to the existing system involves temporary water system shutoff, provide written notices to the residents affected by the shutoff a minimum of 72 hours before the shutoff. Submit a draft written notification to the Engineer for approval 5 calendar days before providing written notice to the affected residents. The Engineer will advise which property owners are to be notified.

**(b) Permission** - The work to perform the connection may need to be carried out during times other than normal working hours. Do not operate any valves on the existing system without specific permission of the Engineer.

**(c) Connection Assemblies** - Excavate potholes to expose existing piping at connection points before constructing the connection. If existing piping is different than shown, provide measurements of depth and a detailed sketch of existing piping configuration and alignment to the Engineer not less than two weeks before the expected construction.

**(d) Uninterrupted Service** - Once work is started on a connection, proceed continuously without interruption, and as rapidly as possible until completed. Schedule main shutoffs to ensure that mains do not remain shut off overnight, on Fridays, over weekends, or on holidays.

**(e) Cutting Main Lines** - Cut existing water mains according to 01140.12. Remove the portions of pipe to provide for the installation of the required fittings at the points of connection. Determine the exact length of the existing water main that is to be removed. Bevel pipe ends to prevent damage to the transition coupling gasket during installation of the coupling. Clean the exterior of the existing pipe end to a sound, smooth finish before installing the coupling.

**01140.50(c) Disposal of Treated Water** - Replace this subsection, except for the subsection number and title, with the following:

Dispose of treated water flushed from mains. To protect aquatic life, de-chlorinate the waste water before disposing of water into any natural drainage channel. Dispose of disinfecting solution to the satisfaction of the Engineer and local authorities. If approved by the Engineer and the sanitary sewer Utility, disposal may be made to an available sanitary sewer, provided the rate of disposal will not overload the sewer.

Add the following subsection:

**01140.51(e) Hydrostatic Testing of High Density Polyethylene Water Mains** - Conduct the following hydrostatic tests on all HDPE pipe:

**(1) Above-Grade Test** - Before placing the pipe but after the pipe is butt fused and ready for installation, conduct an above-grade test. Before beginning the test, fill the pipeline with water, pressurize to the test pressure according to 01140.51(a), and allow to stand without makeup pressure until the pressure reaches equilibrium. Equilibrium will usually occur within 2 to 4 hours.

After equilibrium has been reached, test the pipe according to 01140.51(a). Visually inspect the pipe for leaks during the test. Repair all leaks before installing the pipe in the trench or pulling the pipeline into the borehole. Repair leaks at fusion joints by cutting out the leaking fusion joint, re-fusing the joint, and conducting a new above grade test. Successful completion of the above-grade test requires approval from the Engineer. Do



not place the pipe in the trench or pull the pipe into place before successfully completing the above-grade test.

**(2) In-Place Test** - Conduct an in-place test after the pipe is placed in the trench or pulled into place. Before beginning the test, fill the pipeline with water, pressurize to the test pressure according to 01140.51(a), and allowed to stand without makeup pressure until the pressure reaches equilibrium. Equilibrium will usually occur within 2 to 4 hours.

**01140.52(b-1) Gaseous Chlorine** - Delete this subsection.

**01140.52(g) Chlorinating Connections to Existing Water Mains** - Replace this subsection, except for the subsection number and title, with the following:

Follow the chlorinating procedure specified in AWWA Standard C651. Liberally treat the exterior of the existing main at the connection point with hypochlorites. Swab or spray the interior of the pipe and all closure fittings with a 1 percent hypochlorite solution. Disinfect the 5 feet of existing main adjacent to the connection point with a 100 ppm chlorine solution and then thoroughly flush the line.

Add the following subsection:

**01140.60 Surface Restoration** - Restore trench surfaces according to Section 00495.

**01140.80 Measurement** - Replace this entire subsection with the following subsection:

**01140.80 Measurement** - The quantities of potable water pipe and fittings will be determined as follows:

**(a) Pipe, Fittings and Couplings** - The quantities of pipe of the various kinds, types, sizes and backfill classes will be measured on the length basis and will be horizontal measurement along the top of the finished trench, with no deduction for fittings, valves, and couplings.

For PVC fittings 4 inches or greater, in addition to measurement of the pipe, an allowance of 12 pipe diameters will be made for each factory-fabricated bend, sleeve, reducer or coupling, and an allowance of 18 pipe diameters of the larger diameter pipe will be made for each factory-fabricated tee or cross. The allowance will be added to the quantity for pipe of the same diameter.

Ductile iron pipe fittings will be measured on the unit basis.

**(b) Extra Trench Excavation** - The quantities of removal and backfill of extra trench excavation will be measured on the volume basis for each backfill class. The backfill classes are defined in Section 00405. When the pipeline grade is lowered in excess of 12 inches below the grade shown, or when pipeline horizontal alignment is changed by more than 12 inches after the original trench has been excavated, all additional excavation and backfill, outside the limits of the original trench, that is required to

construct the change will be classified as extra trench excavation. The depth will be the actual depth removed for the changed line or grade as directed. The width will be the actual width removed for the changed line or grade, but in no case will the measured width exceed the allowable widths specified in 00405.41(c).

**(c) Blowoff Assemblies** - The quantities of blowoff assemblies will be measured on the unit basis.

**(d) Connections to Existing Mains** - The quantities of connections to existing mains will be measured on the unit basis.

Trench resurfacing will be measured according to 00495.80.

Installation under pavement by tunneling, jacking, or boring methods will be measured according to 00406.80.

**01140.90 Payment -**

Add the following pay item(s) to the pay item list.

- (f) \_\_\_\_\_ Inch Ductile Iron Pipe with Class \_\_\_\_\_ Backfill ..... Foot
- (g) \_\_\_\_\_ Inch Ductile Iron Pipe with Restrained Joints and Class \_\_\_\_\_ Backfill..... Foot
- (h) Ductile Iron Pipe Tees, \_\_\_\_\_ Inch..... Each
- (i) Ductile Iron Pipe Wyes, \_\_\_\_\_ Inch..... Each
- (j) Ductile Iron Pipe Slip Joints, \_\_\_\_\_ Inch ..... Each
- (k) Ductile Iron Pipe Cross, \_\_\_\_\_ Inch ..... Each
- (l) Ductile Iron Pipe Bend, \_\_\_\_\_ Inch ..... Each
- (m) Ductile Iron Pipe Coupling, \_\_\_\_\_ Inch..... Each
- (n) Ductile Iron Pipe Reducer, \_\_\_\_\_ Inch ..... Each

Add the following paragraph(s) after the paragraph that begins "In item (e)..":

In item(s) (f) and (g), the nominal diameter of pipe will be inserted in the first blank. The class of backfill will be inserted in the second blank.

In item(s) (h), (i), (j), (k), (l), (m), and (n), the nominal diameter of the fittings or couplings will be inserted in the blank.

Delete the paragraph that begins "Valves will be paid..."

In the paragraph that begins "No separate or additional payment...", add the following bullets to the end of the bullet list:

- PVC fitting under 4 inch
- HDPE fittings

Replace Section 01170 of the Standard Specifications with the following Section 01170.

**SECTION 01170 - POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER**

**Description**

**01170.00 Scope** - This work consists of furnishing and installing service connections, 2 inch in diameter and smaller, from the main to the water meter, and furnishing and installing sampling stations. The water meter will be furnished and installed by others unless specified otherwise in these Special Provisions or on the plans.

**Materials**

**01170.10 Materials** - Furnish materials meeting the following requirements:

Angle Meter Valve .....	02490.60
Bronze Nipples and Fittings .....	02490.60
Copper Tubing Service Pipe .....	02490.40(a)
Corporation Stops .....	02490.30
Customer Service Valves .....	02490.60
Meter Boxes .....	02490.70
Meter Setters .....	02490.50
Polyethylene Tubing Service Pipe .....	02490.40(b)
Saddles .....	02490.20
Sampling Stations .....	02490.80
Service Fittings .....	02490.40(c)

**Construction**

**01170.40 General** - Except for class 52 or greater ductile iron pipe, make all service connections to water mains, using saddles as specified and of the size and type suitable for use with both the water main and the pipe being installed. For class 52 and greater ductile iron pipe, make direct taps for corporation stops according to the recommendations of the Ductile Iron Pipe Research Association (DIPRA), unless direct taps are prohibited by these Special Provisions. Install service pipe lines perpendicular to the main, unless otherwise shown.

**(a) Trench Depth** - Construct the depth of trench for service connection piping to provide a minimum of 30 inches of cover over the top of the pipe. Ensure that the main is not damaged during installation of the service. Excavate and backfill for service connections according to Section 00405, except install the service pipeline under existing pavement, curbs and sidewalks by boring methods approved by the agency having jurisdiction over the roadway. Resurface the trench according to Section 00495.

**(b) Installation** - Furnish and install water service assemblies at the locations shown, or as directed. Service pipe, meter assemblies, fittings, and appurtenances shall conform to the details and standards of the agency having jurisdiction. As shown, install the

water service saddle, corporation stop, water service pipe, meter assembly, and meter, and reconnect the customer service pipe to the installed meter assembly.

Cut customer service pipes using tools specifically designed to leave a smooth, even, and square end on the pipe. Ream cut ends to the full inside diameter of the pipe. For pipes that will be connected using couplings that seal to the outside surface of the pipe, clean pipe ends to a sound, smooth finish before installing couplings.

Make service connections to water mains according to the recommendations of the pipe manufacturer and appropriate AWWA standard for water service installation. All water services shall be continuous without splices between the main and the meter unless otherwise approved by the agency having jurisdiction.

Install water service assemblies to match finished lines and grades, and maintain proper clearances and cover for the entire service connection. Adjust the meter box to the finished grade after the surface has been acceptably restored. When meter boxes are to be installed in driveways or a vehicular traveled way, use approved traffic rated meter boxes.

**01170.41 Reconnecting Existing Services** - Where shown, construct new service connections and angle valves to reconnect existing meter assemblies to the new mains. Verify the location of existing service connections and meter assemblies in the field. Notify affected customers of the service interruption at least 24 hours prior to service interruption. Use insulating couplings at all connections between existing galvanized steel or iron pipe and new copper pipe. All fittings, appurtenances, and other miscellaneous materials on the sections of existing pipe that have been removed become the property of the Contractor.

**01170.42 Sampling Stations** - Install sampling stations according to the manufacturer's recommendations and at the locations and depths shown or as directed. Install service connections and perform trenching, backfilling and surface restoration according to 01170.40.

### **Field Testing Installations**

**01170.50 Flushing and Disinfecting** - Before tapping the main for installation of service connections and sampling stations to existing water mains, liberally treat the exterior of the existing main with hypochlorites. Before making connections, swab or spray the ends of all service pipes, the connection points of all appurtenances, and the sampling stations with a 1 percent hypochlorite solution. Thoroughly flush the service connections and sampling stations. For installation of service connections and sampling stations concurrent with new water mains, flush and disinfect service connections and sampling stations according to Section 01140.

**01170.51 Hydrostatic Testing** - For installation of service connections and sampling stations that connect to existing water mains, apply system pressure to new installations prior to backfilling and repair any visible leaks. For installation of service connections and sampling stations concurrent with new water mains, perform hydrostatic testing of service connections and sampling stations according to Section 01140. Correct all defects in materials or workmanship and retest until satisfactory results are obtained.

### **Measurement**

**01170.80 Measurement** - The quantities of water service connection piping and water service line will be measured on the length basis.

The quantities of reconnecting existing services, sampling stations, water meter assemblies, and relocating meter assemblies will be measured on the unit basis.

### Payment

**01170.90 Payment** - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) _____ Inch Water Service Connection Piping .....	Foot
(b) Reconnecting Existing Water Services, _____ Inch .....	Each
(c) Water Sampling Stations .....	Each
(d) _____ Inch _____ Water Service Line .....	Foot
(e) _____ Inch Water Meter Assembly .....	Each
(f) Relocate _____ Inch Water Meter Assembly .....	Each

In item(s) (a) and (b), the nominal pipe diameter will be inserted in the blank.

In item (d), the nominal pipe diameter will be inserted in the first blank. The type of pipe will be inserted in the second blank.

In item(s) (e) and (f), the nominal size of the meter will be inserted into the blank. Water meter to be furnished and installed by the City of Sherwood. Contractor to provide excavation, piping and meter box for prior to meter installation by City.

Item(s) (a) and (d) include excavating, tapping the main, laying and jointing the pipe and fittings, corporation stop, saddle, appurtenances, backfilling, surface restoration, testing, and flushing and disinfection of the water service.

Item (b) includes excavating, tapping the main, laying and jointing the pipe and fittings, appurtenances, backfilling, surface restoration, testing, and flushing and disinfection of the reconnected service connection.

Item (c) includes excavating, tapping the main, water sampling station, laying and jointing the pipe and fittings, curb stops, valve box, appurtenances, backfilling, surface restoration, concrete pad, testing, and flushing and disinfection of the sampling station.

Item (e) includes excavating, installation of meter box when specified, angle meter valve, meter setter, customer service valve and appurtenances, backfilling, surface restoration, testing, and flushing and disinfection.

Item (f) includes meter when specified, angle meter valve, customer service valve, meter box, meter setter, fittings, and appurtenances necessary to install the meter assembly, and abandoning the existing water service at the mainline.

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

## **SECTION 02010 - PORTLAND CEMENT**

Comply with Section 02010 of the Standard Specifications modified as follows:

**02010.20 Blended Hydraulic Cement** - Replace the paragraph that begins "Blended hydraulic cement..." with the following paragraph:

Blended hydraulic cement shall be either Type IS-Portland blast-furnace slag cement, Type IP-Portland-pozzolan cement, or Type IT-ternary blended cement according to AASHTO M 240, modified as follows:

Add the following paragraph to the end of this subsection:

Furnish blended hydraulic cement from the QPL.

## **SECTION 02050 - CURING MATERIALS**

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for liquid compounds, polyethylene films, and curing blankets used to cover concrete and other surfaces to retain moisture and to cure.

**02050.10 Liquid Compounds** - In the paragraph that begins "Furnish liquid membrane-forming...", replace "AASHTO C 309" with "ASTM C 309".

**02050.40 Liquid Evaporation Reducer Compounds** - Delete this subsection.

## **SECTION 02150 - LUMBER AND TIMBER CONNECTORS**

Comply with Section 02150 of the Standard Specifications modified as follows:

**02150.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for connectors, bolts, nuts, washers, nails, and miscellaneous hardware for joining lumber and timber.

**02150.10(a) General** - Add the following to the end of this subsection:

For all connectors and hardware that contact lumber or timber treated with Alkaline Copper Quaternary (ACQ) or Copper Azole (CA), except those used with fence posts, sign posts, guardrail post, or guardrail blocks, furnish connectors according to one of the following:

- Fabricate connectors and all associated hardware, including fasteners, with Type 304 or Type 316 stainless steel according to ASTM A480.
- Coat all connectors and associated hardware, including fasteners, according to ASTM F2833, Grade 1 or ASTM F1136, Grade 3, or approved equal.

Contact between stainless steel and non-stainless steel will not be allowed.

**02150.10(b) Split Ring Connectors** - In the paragraph that begins "Provide 2 5/8 inch and 4 inch...", replace the first sentence with the following sentence:

Provide 2 5/8 inch and 4 inch inside diameter split rings manufactured from steel conforming to ASTM A830, Grade Number 1010 (AISI C1010, SAE 1010).

**02150.10(c-1) Pressed Steel Type** - Replace the first sentence with the following sentence:

Provide 2 5/8 inch diameter pressed steel shear plates manufactured from steel conforming to ASTM A830, Grade Number 1010 (AISI C1010, SAE 1010).

**02150.10(c-2) Malleable Iron Type** - Add the following sentence to the end of the paragraph:

Galvanize malleable iron type connectors according to AASHTO M 232 (ASTM A153).

**02150.10(d) Bolts, Nuts, Nails, and Miscellaneous Hardware** - Replace this subsection, with the following subsection:

**02150.10(d) Bolts, Nuts, Washers, Lag Screws, and Wood Screws** - Provide machine bolts and drift bolts according to ASTM A307 or ASTM A36. Washers may be cast ogee or malleable castings, or cut from steel plate.

Galvanize bolts, nuts, washers, lag screws, and wood screws according to ASTM F2329.

Provide bolts, nuts, washers, lag screws, and wood screws in standard type and make, unless otherwise shown.

**02150.10(e) Lightweight Metal Connectors** - Replace this subsection, except for the subsection number and title, with the following:

Lightweight metal connectors are mass produced plate or sheet steel connectors with a maximum thickness of 1/4 inch used to connect wood members to wood, concrete or masonry. Provide lightweight metal connectors as shown with the required minimum capacities as stated in these specifications. Provide copies of the test reports from the International Code Council (ICC-ES) showing that the supplied connectors meet the minimum capacities listed in the Special Provisions. All lightweight metal connectors shall be Type 304/316 stainless steel according to ASTM A480 or galvanized according to ASTM A23 or ASTM A653, coating designation G185.

The minimum capacities of the required lightweight metal connectors are to be reviewed and approved as part of shop drawings.

Add the following subsection:

**02150.10(f) Nails and Miscellaneous Hardware** - Provide dowels according to ASTM A307 or ASTM A36.

Galvanize rough hardware, drift pins, dowels, clamps, anchors, joist hangers, and nails according to AASHTO M 232 (ASTM A153).

Provide rough hardware, drift pins, dowels, clamps, anchors, joist hangers, and nails in standard type and make, unless otherwise shown.

## **SECTION 02190 - PRESERVATIVE TREATMENT OF LUMBER**

Comply with Section 02190 of the Standard Specifications modified as follows:

**02190.20 Drying Time** - Replace this subsection with the following subsection:

**02190.20 Drying After Treatment** - When using waterborne preservatives, as defined in AWPA P5, dry items according to AWPA T1, Section 7.

During the drying period and until the treated items are installed on the Project, separate each layer of treated items using spacers that are at least 1/2 inch thick.

The maximum moisture content shall be 19 percent prior to installation.



Collect all spacers and other treated wood waste from the construction site and dispose of them according to 00290.20.

## **SECTION 02320 - GEOSYNTHETICS**

Comply with Section 02320 of the Standard Specifications modified as follows:

**02320.10(c-1-a) Geotextiles** - Replace the bullet that begins "Minimum average roll values..." with the following bullet:

- Minimum average roll values for each of the specified properties from the same production run as the delivered material.

**02320.20 Geotextile Property Values** - Replace Table 02320-1 through Table 02320-6 with the following tables:

**Table 02320-1 Geotextile Property Values for Drainage Geotextile<sup>1, 2</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	115	250	160
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	67	40	90	56
Puncture Strength (minimum)	D 6241	lb	370	220	495	310
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50	50	50
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table. <sup>2</sup> Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

**Table 02320-2 Geotextile Property Values for Riprap Geotextile<sup>1, 2</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	250	160	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	90	56	110	80
Puncture Strength (minimum)	D 6241	lb	495	310	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70	70
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table. <sup>2</sup> Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

**Table 02320-3 Geotextile Property Values for Sediment Fence <sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements		
			Supported	Unsupported	
			—	Elongation <sup>2</sup> ≥ 50%	Elongation <sup>2</sup> ≤ 50%
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	90 90	120 100	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30	30
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.05	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70

<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

<sup>2</sup> Measured according to ASTM D 4632.

**Table 02320-4 Geotextile Property Values for Subgrade Geotextile (Separation) <sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	113
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	68	41
Puncture Strength (minimum)	D 6241	lb	371	223
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50

<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

**Table 02320-5 Geotextile Property Values for Embankment Geotextile <sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	110	80
Puncture Strength (minimum)	D 6241	lb	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.02	0.02
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50

<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

**Table 02320-6 Geotextile Property Values for Pavement Overlay Geotextile <sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements
			Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	100
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	≥ 50
Asphalt Retention (minimum)	D 6140	oz./sq.ft.	2.8
Melting Point (minimum)	D 276	°F	300

<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

## SECTION 02440 – JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

**02440.15 Lubricant/Adhesive** - Replace this subsection, except for the subsection number and title, with the following:

Furnish a lubricant/adhesive conforming to ASTM D 4070 and according to the recommendations of the seal manufacturer.

## **SECTION 02490 - POTABLE WATER SERVICE CONNECTION MATERIALS, 2 INCH AND SMALLER**

Comply with Section 02490 of the Standard Specifications modified as follows:

**02490.10 General** - Replace this subsection, except for the subsection number and title, with the following:

Service line materials shall conform to AWWA C800 and these specifications. Provide service line materials that are designed for a working pressure of 100 psi. Where high pressure service materials are specified or shown, provide materials that are designed for a working pressure of 150 psi. Use high pressure service materials when service line is hydrostatically tested concurrent with the water main. All materials in contact with potable water shall conform to ANSI/NSF Standard 61, Drinking Water System Components - Health Effects, or equivalent.

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**02490.30 Corporation Stops** - Replace this entire subsection with the following subsection:

### **02490.30 Service Connection Valves:**

**(a) Corporation Stops** - Corporation stops shall be constructed of bronze alloy. Corporation stops for direct tapping shall have AWWA tapered thread inlet and outlet connections compatible with either copper or polyethylene tubing.

**(1) Less Than or Equal to 1 Inch** - Corporation stops used with 3/4 inch and 1 inch outlet saddles shall have either AWWA tapered thread or male iron pipe thread inlets and outlet connections compatible with either copper or polyethylene tubing. Thread patterns for the saddle outlet and corporation stop inlet shall be the same.

**(2) Greater Than 1 Inch** - Corporation stops used with 1 1/2 inch and 2 inch outlet saddles shall have male iron pipe thread inlets and outlet connections compatible with connecting service pipes, or have male iron pipe thread outlets.

**(b) Angle Meter Valves** - Angle meter valves shall meet the requirements of ASTM B 62. All angle meter valves shall have a lock wing.

**(c) Customer Service Valves** - Customer service valves shall be bronze straight gate valves or angled gate valves on all services smaller than 2 inch and shall be non-rising stem, solid disc type with screwed or union bonnet, threaded ends, and a have brass handle. Body, bonnet, operating handle, and disc shall be ASTM B 62 bronze. Stems shall be copper silicon alloy, nickel plated steel, or other approved corrosion resistant materials with equal characteristics of strength and durability. The disc shall clear the

port area completely in the fully opened position. Threaded ends shall meet the requirements of ANSI B2.1.

## SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

**02560.30 Tie Rods and Anchor Bolts** - Replace this subsection with the following subsection:

**02560.30 Tie Rods, Anchor Bolts, and Anchor Rods:**

**(a) Steel Tie Rods, Anchor Bolts, and Anchor Rods** - Steel tie rods, anchor bolts, and anchor rods shall conform to: AASHTO M 314, Grade 36 or 55; ASTM F 1554, Grade 36 or 55.

**(b) High-Strength Tie Rods, High-Strength Anchor Bolts, and High-Strength Anchor Rods** - High-strength tie rods, high-strength anchor bolts, and high-strength anchor rods shall conform to: AASHTO M 314, Grade 105; ASTM F 1554, Grade 105; or ASTM A 449, Type 1.

**(c) Nuts** - Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

**Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:**

- All - Heavy Hex AASHTO M 291 (ASTM A 563), Grade A

**Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:**

- All - Heavy Hex AASHTO M 291 (ASTM A 563), Grade A, C, D, or DH

**Plain Or Galvanized High-Strength Tie Rods, High-Strength Anchor Bolts, and High-Strength Anchor Rods:**

- All - Heavy Hex AASHTO M 291 (ASTM A 563), Grade DH

**(d) Washers** - Washers for anchor bolts shall conform to ASTM F 436, Type 1.

**02560.40 Galvanizing and Coating of Fasteners, Tie Rods, and Anchor Bolts** - Replace this subsection title with the title "Galvanizing and Coating:"

**02560.40(a) Galvanizing of Fasteners, Tie Rods, and Anchor Bolts** - Replace this subsection with the following subsection:

**02560.40(a) Galvanizing of Fasteners, Tie Rods, Anchor Bolts, and Anchor Rods** - Hot-dip galvanize fasteners, tie rods, anchor bolts, anchor rods, nuts, and washers

according to AASHTO M 111 (ASTM A 123) or AASHTO M 232 (ASTM A 153) as appropriate to the product.

When specified, mechanically galvanize fasteners according to ASTM B 695, Class 50, Type 1.

Match galvanized bolts, tie rods, anchor bolts, and anchor rods with appropriate galvanized nuts for assembly. Ship nuts in the same container consisting of bolts, tie rods, anchor bolts, or anchor rods.

Overtap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to AASHTO M 291 (ASTM A 563).

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

**02560.60(a) Rotational Capacity Test** - In the paragraph that begins "Test all high-strength fasteners...", replace the first sentence with the following sentence:

Test all high-strength fasteners, except high-strength tie rods, high-strength anchor bolts, and high-strength anchor rods, according to Method 1 or 2 below, as applicable.

**02560.60(b) Other Test Requirements** - Replace the two paragraphs that begin "Provide three extra high strength bolt assemblies..." and "Provide three extra high strength tie rod and..." with the following two paragraphs:

Provide three high-strength bolt assemblies per size per lot for check testing.

Provide one high-strength tie rod assembly, one high-strength anchor bolt assembly, and one high-strength anchor rod assembly per size per lot for check testing.

## SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

**02910.33(d) Nonreflective Black Screened Legend** - Replace this subsection, except for the subsection number and title, with the following:

Furnish material for nonreflective black screened legends that is compatible with the sign sheeting, as recommended by the sign sheeting manufacturer.

## PART 1: GENERAL

### 1.1 DESCRIPTION

Project Name: Woodhaven Park

Location: Sherwood, OR

Model 2022 Sierra II Compact Double Restroom w/ 4' storage/mechanical room and picnic shelter extension. Includes the following options:

Block: 8" Mortar Joint Split-Face Block

Block Color: Tan

Eave/Rdige Connector: Glulam Beams

Roof System: 2x6 Tongue & Groove Decking with Clear Cedar Fascia

Roofing: 29ga Val-Rib Metal Roofing, w/ Exposed Fasteners

Roof Extension: Timber Truss and Post Roof Extension

Door Frames: 5-3/4" Door Frame x 16ga Hollow Metal

Doors: 18ga Poly Core Steel Door

Door Hinge: 4.5x4.5, Stainless Steel; Ball Beavering, Non-Removable Pin Hinge

Door Closer: Hager 5200 Series Door Closer

Door Accessories: Kickplate

Door Locks: Pull/Pull, with Deadbolt lock

Exterior Finishes: None

Steel Finishes: Factor Primed Doors/Powder coated Romtec Fabricated Products

Interior Finish Walls: Latex Epoxy Paint (Supplies and installed by contractor)

Interior Finish Floors: Sealed Concrete (Supplied and installed by contractor)

Trash Can: 13 Gallon Trash Can, White, No Lid [ADDED SINCE ORIGINAL QUOTE. SPEC. TO BE UPDATED]

Mirrors: 18"x36" Mirror [ADDED SINCE ORIGINAL QUOTE. SPEC. TO BE UPDATED]

Dispenser – Toilet Paper: Two Roll Dispenser, White, Wall Mount

Dispenser – Soap: Wall Mounted Dispenser, Stainless Steel

Diaper Deck: Diaper Deck; Brocar 100EH [ADDED SINCE ORIGINAL QUOTE. SPEC. TO BE UPDATED]

Toilet: China, Floor Mount

Toilet Flush Valve: Manual Lever, Chrome Flush Valve

Sink: 19"x17", China, Wall Mount [CONSIDER 20"x18" TO AVOID ISSUES WITH SMALL SINK SPACE]

Sink Faucet: Lever Handle Faucet

Drinking Foundation: Concrete Non-refrigerated Drinking Fountain

Room Ventilation: Natural Ventilation – Wire Weave Gables Vent

Light – External: Wall Mount Light, Mini-Pac [REVIEW ADDING LIGHTING IN ROOF TRUSS]

Light – Internal: Wall Mount Light, Mini-Pac

Light – Mech Room: 48" Fluorescent Light

Breaker Panel: 100 Amp, Rain Tight Breaker Panel

Hand Dryers: Wall Mount Hand Dryer, White, 30 Sec Dry Time

Electrical Outlet: Locking GFI Exterior Outlet [CONFIRM THIS CAN BE ADDED TO PACKAGE]



## 1.2 SCOPE

- A. Romtec is a single source design, engineering, and manufacturer who shall supply the sealed plan set as well and the structural and mechanical building components as a complete, pre-designed packaged restroom building as shown on drawings and as specified herein.
- B. The contractor is responsible for building installation, hereafter designated as the installer. Installer work will include site preparation and grading, excavations for structures, backfill and/or structural backfill, foundation and pad construction, and building installation.
- C. Romtec packaged restroom buildings are the latest standard product of a supplier regularly engaged and having at least twenty (20) years of experience in packaged restroom building engineering, design, supply, and construction.
- D. Romtec buildings are designed to meet local codes for permanent structures. Buildings that are temporary, relocatable, prefabricated, or pre-cast are not an equal to permanent, on site, conventional construction.
- E. The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase.
- F. The building and its concrete footings, foundation, and slab are engineered by Romtec to meet site specific conditions including wind and snow loading, local frost depth, and ground conditions. Prefabricated modular mats placed on compacted base are not equal to Romtec's site specific, site poured, engineered foundation.
- G. Typical fasteners such as nails, staples, and screws shall be supplied by installer. Atypical fasteners shall be supplied by Romtec. Contact Romtec for fasteners clarification if necessary.
- H. Local building departments reserve the right to modify national building codes to meet the needs of their area. There is no way for Romtec to always know what the requirements of the reviewing authority will be. Romtec has made every effort to meet local codes. Any revision after submittal approval and notice to proceed will result in a change order.
- I. Once submittal approval is received, three (3) wet stamped sets of plans and structural calculations shall be issued. Any additional plan sets and/or structural calculations can be obtained for a fee.
- J. The specific supplier is indicated for each item. Romtec, installer, and owner supplied components are listed as such.

## 1.3 SUBMITTAL DOCUMENTATION

- A. Romtec will submit the Scope of supply and design submittal (SSDS), including the construction drawings and all component data sheets. One full round of SSDS revisions are provided by Romtec in the design and engineering services with building plans under seal of a certified technical designer and complete structural calculations meeting code under seal of a professional engineer with current license in the project state.

B. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."

#### 1.4 WARRANTY

A. The building and all its associated components shall be warranted against defects in materials and workmanship for a period of not less than one (1) year from date of final acceptance.

### PART 2: PRODUCTS

#### 2.1 FOUNDATION AND WALLS

A. All materials, equipment and labor for foundations/footings, interior slabs, exterior/entry slabs, and sidewalks shall be supplied by installer.

Note: Romtec has not been provided or made aware of any geotechnical reports for this project. Romtec is not responsible for any additional costs incurred by the installer if the foundation is increased due to local soil conditions.

B. Preliminary footing size is 36" x 36" and 24" deep.

C. CMU blocks shall be supplied by Romtec.

1. Exterior walls shall be constructed of smooth-face concrete masonry units (CMU).

Note: Installer may be required to notch CMU block for bond beams. Romtec is not responsible for any cost or construction delays associated with this work.

2. Block shall be dark oak (tan).

3. Latex epoxy paint interior wall finish shall be supplied by installer.

D. Masonry (concrete) grout and rebar shall be supplied by installer.

E. Doors, frames and hardware shall be supplied by Romtec.

1. Doors and frames shall be painted on site by installer.

F. Wire weave gable vents shall be supplied by Romtec.

1. Vents shall be powder coated black.

#### 2.2 ROOFING

A. Roofing materials shall be supplied by Romtec except where noted.

1. Glulam Beams
  2. 2x6 Tongue and groove decking
  3. Val-rib 29 gauge metal roofing (color to be Charcoal Gray #851)
- B. Roof extension materials shall be supplied by Romtec except where noted.
1. Timber trusses
  2. Truss plates to be powder coated black.
- C. Seal for beams and decking shall be supplied by installer.

### 2.3 PLUMBING AND FIXTURES

- A. Plumbing rough-in, installation and trim shall be supplied by installer.
- B. Floor drain(s) shall be supplied by installer.
- C. Backflow check valves shall be supplied by installer.
- D. Drain valves shall be supplied by installer.
- E. Concrete drinking fountains shall be supplied by Romtec.
- F. Restroom fixtures shall be supplied by Romtec.
1. China floor mount toilets and lever flush valves.
  2. China wall mount sinks and lever handle faucets.
  3. Grab bars, soap dispensers and toilet paper dispensers.

### 2.4 ELECTRICAL

- A. Electrical rough-in, installation and trim shall be supplied by installer.
- B. Interior and exterior building light fixtures shall be supplied by Romtec.
- C. Hand dryers to be supplied by Romtec.
- D. Main breaker panel sized for the building components shall be supplied by Romtec.
1. Panel shall be 100 amp, single phase.

### 2.5 OTHER MATERIALS & EQUIPMENT

- A. Unless otherwise specified, the following products and materials are NOT supplied by Romtec.

1. All items not listed in Romtec Products.
2. Any item listed as supplied by "installer", "contractor", "owner", or "others".

B. Unless specified in the plans or submittals, Romtec does not supply the following:

1. Building installation
2. Asphalt paving
3. Masonry pavers
4. Sidewalks
5. Landscaping
6. Site grading
7. Cast-in-place concrete foundations, footings, interior slabs and exterior/entry slabs
8. Concrete slab sealer
9. Mortar
10. Concrete grout
11. Rebar
12. Latex epoxy paint
13. Caulk for siding
14. Plumbing rough in, installation and trim
15. Electrical rough in, installation and trim
16. Drain valves and backflow check valves
17. Branch circuit breakers
18. Switches & outlets
19. Fluorescent tubes for light fixtures
20. Wall hangers for toilets
21. Typical fasteners; for example roofing nails, staples, etc.
22. Fasteners not included in product packaging
23. Irrigation Equipment
24. Gutters and downspouts
25. Fire alarm and fire suppression equipment
26. Lighting equipment not attached to the building

27. Clear coat finish for all decking, glulam beams, posts, and extensions
28. All other items indicated on final plans or required by building codes which are not specifically stated as supplied by Romtec.

### PART 3: EXECUTION

#### 3.1 SPECIAL INSPECTION

- A. If required, special inspection shall be owner supplied.

#### 3.2 DELIVERY, STORAGE, AND HANDLING

- A. Owner or installer will assume responsibility for adequate protection of materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.

#### 3.3 OPERATION & MAINTENANCE MANUALS

- A. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their packaging. It is the responsibility of the installer and/or owner to collect and maintain these manuals.

#### 3.4 INSTALLATION

##### **INSTALLER SUPPLIED ITEMS - ROMTEC IS NOT INSTALLING**

The following items are to be supplied by the building installer. Refer to drawings for quantities, dimensions, locations and installation methods for items described in this section. The installer shall supply any parts not listed above in Factory Supplied Items Per Building, including but not limited to items specified in the final plans and items required by building codes. The installer shall be responsible for ensuring that the concrete foundation and slab are adequate for the site conditions and the purpose for which the building and foundation/slab are intended.

##### **Equipment, Labor and Trades** (supplied by installer)

All equipment, labor and trades to unload the building, excavate the site, build concrete forms, supply and install the reinforced concrete footings and slab, and install the building and fixtures.

##### **Engineered Fill** (supplied by installer)

3/4" minus crushed rock engineered fill around footing, foundation and slab as required.

##### **Slab Vapor Barrier** (supplied by installer)

6 mil. continuous vapor barrier under concrete slab.

**Cast in Place Concrete Foundation/Footings, Interior Slabs and Exterior/Entry Slabs** (supplied by installer)

3000 psi minimum compressive strength at 28 days, 4" +/- 1" slump, with max ¾" aggregate, and tested in accordance to meet ACI 318. Fine broom finish interior surfaces and exterior slabs. Joints required in flat work, see plans for requirements. Poured to dimensions specified in final plans. Steel rebar to be supplied by installer and installed as specified in final plans. Concrete is to be cured in accordance to ACI 308

**Concrete Slab Sealer** (supplied by installer)

Sonneborn Sonocrete Kure 1315 water-base transparent curing, sealing and dust proofing compound or equivalent. Two (2) coats to be applied per manufacturer's instructions by installer.

**Mortar Bed for First Course of Blocks** (supplied by installer)

Mixed with Hydratite<sup>®</sup> Plus mortar additive (supplied by Romtec). Mortar supplied by installer.

**Masonry (Concrete) Grout** (supplied by installer)

2500 psi minimum compressive strength at 28 days, 9" +/- 1" slump, with max ½" aggregate, and tested in accordance to meet ACI 318. Fine or coarse grout may be used in accordance with 2009 UBC. All CMU must be fully grouted and not be wetted.

Approx. 1 cubic yd. per 100 blocks.

**Rebar in Walls** (supplied by installer)

All walls have #4 Rebar and # 5 Rebar. All rebar used in building must meet ASTM A615 manufacturing standards and is to be placed per plans.

**Sidewalks** (supplied by installer)

2500 psi broom finish sidewalk with control joints per local code, with remesh 6 x 6 x 10.

**Plumbing Rough-in** (supplied by installer)

All underground water service to building and sewer drain(s) from building to be as specified in final site plan.

All floor drains as shown on final building plans.

Building water shutoff valve and drain and all rough piping as shown on final building plans, final location to be set onsite.

Notes: 1) Minimum water pressure at toilet and urinal flush valves (1 1/2" inlet pipe shall be 50 psi.), minimum pipe sizing as per 2009 Uniform Plumbing Code Section 610.

**Plumbing Installation and Trim** (supplied by installer)

Supplied fixtures as specified in final plans. (Note: supply and install fasteners and trim for fixtures as required.)

**Plumbing shall be located in the storage room for access to service and for winter heating.**

**FD-1, Floor Drain** (supplied by installer)

Smith 2005, General service floor drain. Duco cast iron body with flashing collar and adjustable strainer head. Standard round grate for poured finish floors.

**Drain Valve** (supplied by installer)

Water Line drain valve to be supplied by installer.

**Backflow Check Valve** (supplied by installer)

Sewer line backflow check valve to be supplied by installer.

**Electrical Rough-in** (supplied by installer)

All underground and/or overhead service to building as specified in final site plan.

Electric meter base and all rough wiring, switches, plugs and circuit breakers as shown on final plans. (Note: Romtec does not supply the meter base. Romtec-supplied breaker panel includes main breaker only. Branch circuit breakers are not supplied by Romtec.)

**Electrical Installation and Trim** (supplied by installer)

Installer is responsible for all necessary wire, connectors, grounding, conduit etc. to install Romtec supplied components. The installation of these components are to comply with all state and /or local codes. Provide #4 bare copper ground wire per NEC 250 and approved connectors per plans.

A 20 Amp wall outlet and shelf for a space heater shall be supplied in the storage room.

**CB-1, Branch Circuit Breakers** (supplied by installer)

Cutler Hammer BR Type-Single Phase-Single Pole (or equivalent)

**SW-1, Switch** (supplied by installer) (if needed)

Leviton 1221-2l quiet wall switch, 15 amp/120 volt, Ivory colored with cover plate (or equivalent)

**Fluorescent tubes for light fixtures** (supplied by installer)

**EO-1, GFCI Outlets,** (supplied by installer)

Leviton SmartlockPro Weather and Tamper Resistant GFCI receptacle, 15A-125V. Item W7599-TRW, white with LED indicator light.

**Weatherproof Box & Cover** (supplied by installer)

Mortared –in- application, 4600 Pass & Seymour Legrand 4600 Enclosure only, without mounting plate, 4600-26P Mounting Plate for Decorator/ GFCI, 4609 Key for Enclosure

**Wood stain** (supplied by installer)

**Latex Epoxy Paint, low VOC or equal** (supplied by installer)

Latex Epoxy based paint, low VOC or equal over sponge trowel finish Tamms Tamoseal<sup>®</sup>. Color to be white.

**Other** (supplied by installer)

The building installer is responsible for supply and installation of all other items indicated on final plans or required by building codes, which are not supplied by Romtec.