



# **8073 – Tonquin Employment Area Sanitary Upgrade**

March, 2013

Project Number: 8073  
Bidding and General Requirements, Contract Forms,  
Project Special Provisions and Contract Plans

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**Owner**

City of Sherwood  
Engineering Department  
22560 SW Pine Street  
Sherwood, OR 97140  
(503) 625-2309

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



**INVITATION TO BID**  
**City of Sherwood**  
**8073 – Tonquin Employment Area Sanitary Upgrade**

Sealed bids for furnishing all materials, equipment, labor, and services for the construction of the **8073 – Tonquin Employment Area Sanitary Upgrade** for the City of Sherwood will be received at City of Sherwood, Engineering Department, 22560 SW Pine Street, Sherwood, Oregon 97140 (Attn: Craig Christensen, P.E., Project Manager) until the **Bid Closing at 2:00 PM (PDT) on Thursday, April 4, 2013**.

Please title the envelope Tonquin Employment Area Sanitary Upgrade. 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 Contractors 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 Tuesday, April 2, 2013 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 (14200 SW Tualatin Sherwood Road in the Northstar\Cascade parking lot) on **Thursday, March 28, 2013 at 10:00 AM (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 consists of the construction of the following items:

1. Sanitary Sewer Open Trench. (±2048 LF)
2. Sanitary Sewer Pipe Bursting. (±989 LF)
3. Concrete Manholes.
4. Sewage Bypass.
5. Wetland Restoration.
6. Engineer's Estimate (\$900,000 - \$960,000)

The Bidding Documents will be available on **Tuesday, March 26 at 5:00 PM (PDT)** for examination and/or purchased 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), on the Engineering Page under "Invitations to Bid" and are acceptable for Bid Submittal. Additional Information and Project Plans will be available on the City website on the Engineering Page under "Invitations to Bid" 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, 14625 SW 82<sup>nd</sup> Drive, Clackamas, OR 97015

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 submitted **by 5:00 PM (PDT) on Friday, March 29, 2013**, six (6) 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.

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 Craig Christensen, P.E., at 503-925-2301 or by e-mail at [christensenc@sherwoodoregon.gov](mailto:christensenc@sherwoodoregon.gov).

PUBLISH: Portland Daily Journal of Commerce, March 25 and March 27, 2013.

## BIDDER'S CHECKLIST

### 8073 – TONQUIN EMPLOYMENT AREA SANITARY UPGRADE

- 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:

### **8073 – Tonquin Employment Area Sanitary Upgrade**

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 **Eight Hundred and No/100 Dollars (\$800.00)** 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 701.026/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 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  
8073 – TONQUIN EMPLOYMENT AREA SANITARY UPGRADE**

<b>Item No.</b>	<b>Spec Section</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Unit Total Cost</b>
<b>PART 00200 -- TEMPORARY FEATURES AND APPURTENANCES</b>						
1	00210	Mobilization	LS	1		
2	00225	Temporary Work Zone Traffic Control, Complete	LS	1		
3	00240	Temporary Drainage Facilities	LS	1		
4	00280	Erosion Control	LS	1		
5	00280	Sediment Fence	FOOT	3000		
6	00280	Tree Protection Fence	FOOT	1000		
<b>PART 00300 -- ROADWORK</b>						
7	00305	Construction Survey Work	LS	1		
8	00310	Removal of Structures and Obstructions	LS	1		
9	00310	Removal and Reinstallation of Fencing	LS	1		
10	00310	Removal and Reinstallation of Walls	LS	1		
11	00310	Abandoning Existing Structures	LS	1		
12	00320	Clearing and Grubbing	LS	1		
13	00330	Staging Area	LS	1		
14	00330	Construction Access	LS	1		
<b>PART 00400 -- DRAINAGE &amp; SEWERS</b>						
15	00405	Dewatering	LS	1		
16	00405	Trench Foundation	FOOT	550		
17	00405	Boulder Removal from Trench or Pit	HOUR	40		
18	00412	18-Inch OD Pipe Burst	FOOT	989		
19	00445	12-Inch, PVC, ASTM 3034, SDR 35 Pipe	FOOT	968		
20	00445	15-Inch, PVC, ASTM 3034, SDR 35 Pipe	FOOT	541		
21	00445	15-Inch, PVC, C-905 Pipe	FOOT	539		
22	00445	Video Inspection	FOOT	3038		
23	00470	Concrete Sanitary Sewer Manhole	EACH	13		
24	00470	Inside Drop	EACH	5		
25	00490	Sanitary Bypass Facilities	LS	1		

**BID SCHEDULE  
 8073 – TONQUIN EMPLOYMENT AREA SANITARY UPGRADE**

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
26	00490	Connection to Existing Manhole	EACH	1		
27	00490	Rechannel Manhole Base	EACH	1		
28	00490	Reconnect Existing Sewer Lateral	EACH	5		
29	00490	Reconnect Existing Sewer Main	EACH	3		
30	00495	Driveway Restoration	LS	1		
<b>PART 01000 -- RIGHT OF WAY DEVELOPMENT AND CONTROL</b>						
31	01030	Mulching	LS	1		
32	01030	Permanent Seeding	LS	1		
33	01030	Wetland Seeding	LS	1		
34	01030	Riparian Seeding	LS	1		
35	01040	Tree, Douglas Fir, 6-Foot	EACH	15		
36	01040	Tree, Sweetgum, 2" Caliper	EACH	11		
37	01040	Tree, Vegetation Corridor, 2 Gal.	EACH	11		
38	01040	Transplanting Existing Shrubs	LS	1		
39	01040	Upland Shrubs	EACH	54		
40	01040	Plant Establishment, 2-Year, \$5,000 Min.	LS	1		
<b>TOTAL BASE BID</b>						

**BASE BID WRITTEN IN WORDS:**

\_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS

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

In accordance with the provisions of the Oregon Standard Specifications for Construction, 2008 Edition as modified by these bid documents, the undersigned Bidder submits the following Bid Schedule with the understanding that City reserves the right to increase, decrease, or completely eliminate quantities as set forth in 00120.20. Also, the Bidder offers to do the work, whether quantities area changed (increased or decreased) in accordance with 00195.20, or not changed, at the unit rate price stated in the following Bid Schedule:

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

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

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

\_\_\_\_\_  
 Date

**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: 8073 – Tonquin Employment Area Sanitary Upgrade**

**BID CLOSING:** Date: **April 4, 2013** Time: **2:00 PM (PDT)**  
**FIRST-TIER DISCLOSURE** Date: **April 4, 2013** Time: **4:00 PM (PDT)**

Deliver Form To (Agency): City of Sherwood

Designated Recipient (Person): Craig Christensen, P.E. Phone #: 503-925-2301

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:

**8073 – Tonquin Employment Area Sanitary Upgrade**

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 \_\_\_\_\_ BY ATTORNEY-IN-FACT:  
Signature

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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



**CERTIFICATION OF NON-COLLUSION**

**PROJECT NAME: 8073 – TONQUIN EMPLOYMENT AREA**

**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: 8073 – Tonquin Employment Area Sanitary Upgrade**

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 is available on-line at the Bureau of Labor and Industries website at:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_oregon\\_2013.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_oregon_2013.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: 8073 – Tonquin Employment Area Sanitary Upgrade**

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: 8073 – Tonquin Employment Area Sanitary Upgrade**

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: 8073 – Tonquin Employment Area Sanitary Upgrade**

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: 8073 – Tonquin Employment Area Sanitary Upgrade**

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 major municipality.

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

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

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

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



**BIDDER RESPONSIBILITY FORM**

FOR

**Project Name: 8073 – Tonquin Employment Area Sanitary Upgrade**

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** \_\_\_





## 8073 – Tonquin Employment Area Sanitary Upgrade

DATE

**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):

**JOB NO.:** 8073

**PROJECT:** Tonquin Employment Area Sanitary Upgrade

**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 2008 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 2008 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 2008 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 \$1,000,000 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 \$1,000,000.00 combined single limit per occurrence, with an annual aggregate limit of not less than \$1,000,000.00, 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 \$800.00 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 2008 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)

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: **8073 – Tonquin Employment Area Sanitary Upgrade**

_____ (Surety #1)	Bond Amount No. 1: \$ _____
_____ (Surety #2)*	Bond Amount No. 2:* \$ _____
<i>* If using multiple sureties</i>	Total Penal Sum of Bond: \$ _____

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 **8073 – Tonquin Employment Area Sanitary Upgrade**

_____ (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 \_\_\_\_\_, \_\_\_\_\_, has awarded to \_\_\_\_\_, hereinafter designated as "Principal", a Contract for construction of the \_\_\_\_\_, the terms and provisions of 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 \_\_\_\_\_, \_\_\_\_\_, 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*





Home of the Tualatin River National Wildlife Refuge

---

City of Sherwood  
22560 SW Pine St.  
Sherwood, OR 97140  
Tel 503-625-5522  
Fax 503-625-5524  
www.sherwoodoregon.gov

\_\_\_\_\_, 2013

**Re: Notice of Intent to Award**

**8073 – Tonquin Employment Area Sanitary Upgrade  
Construction Services**

Mayor  
Keith Mays

Council President  
Dave Grant

Councilors  
Linda Henderson  
Robyn Folsom  
Bill Butterfield  
Matt Langer  
Krisanna Clark

Dear Proposer:

This is the Notice of Intent to Award required to be posted on the City's website pursuant to OAR 137-049-0395(1).

The City of Sherwood received \_\_\_\_ bids for work associated with the **Tonquin Employment Area Sanitary Upgrade**. The bids were opened at the Sherwood City Hall on \_\_\_\_\_ at 2:00 PM. The lowest responsive bidder was **XXXXXX** with a quote of **\$XX.XX**.

City Manager Pro Tem  
Tom Pessemier

City staff will recommend award of the contract for the **Tonquin Employment Area Sanitary Upgrade** to **XXXXXX**.



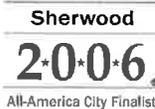
2009 Top Ten Selection

If you wish to protest the City's Intent to Award, you must do so within seven (7) days after the date of the issuance of this notice. The protest must follow the process set forth in OAR 137-049-450(4). Any protest not so complying, will not be considered by the City. Protests must be directed to:



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

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



If you have any questions, please contact Craig Christensen, P.E. at (503) 925-2301 or christensenc@sherwoodoregon.gov





Home of the Tualatin River National Wildlife Refuge

City of Sherwood  
22560 SW Pine St.,  
Sherwood, OR 97140  
Tel 503-625-5522  
Fax 503-625-5524  
www.sherwoodoregon.gov

September 19, 2012

XXX  
XXX  
XXX

Mayor  
Keith Mays

Council President  
Dave Grant

Councilors  
Linda Henderson  
Robyn Folsom  
Bill Butterfield  
Matt Langer  
Krisanna Clark

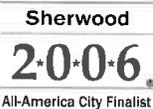
City Manager Pro Tem  
Tom Pessemier



2009 Top Ten Selection



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



## NOTICE OF AWARD

### 8073 – Tonquin Employment Area Sanitary Upgrade Construction Services

You are notified that your bid dated \_\_\_\_\_, 2013 for the above stated project has been considered. You are the apparent low responsive bidder for the project and have been awarded the subject contract.

Attached are 3 copies of the Contract Agreement. Please sign each and resubmit. Also include the Performance Bond, Payment Bond, Proof of Liability Insurance, Oregon Workers Compensation Certificate of Insurance and a copy of your Statutory Public Works Bond sent to the State of Oregon.

Once the Contract Agreements have been signed by the City Manager, one fully signed Contract Agreement will be given to you at the preconstruction meeting set for \_\_\_\_\_, 2013 at \_\_\_\_\_ at the staging area on the Sherwood Road Industrial, LLC property .

We look forward to working with you on this project.

Sincerely,

CITY OF SHERWOOD

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

Craig Christensen, P.E.  
Engineering Associate II





**BUREAU OF LABOR AND INDUSTRIES**  
**NOTICE OF AWARD OF PUBLIC WORKS CONTRACT**  
(For use by Public Agencies in Complying with ORS 279.363)

**NOTE: Effective January 1, 2002, ORS 279.363 was amended to require that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279.027.**

<b>1. CONTRACTING AGENCY INFORMATION</b>	
Agency Name _____	Agency Number _____
Address _____	
City, State, Zip _____	
Agency Representative _____	Phone _____

<b>2. CONTRACT INFORMATION</b>	
Project Name _____	Project Number _____
Project Manager Name _____	FAX Number _____
	Phone Number _____
Project Location (Street(s), City, State) _____	
Project County _____	Contract Amount _____
Source of Funds (i.e., 100% Federal Funds, 50/50 Federal/State, 100% Local, etc.) _____	

**If this project is federally funded and subject to the Davis-Bacon Act, do not submit this form to the Oregon Bureau of Labor and Industries. If federal funds are involved, but the project is subject to the Oregon Prevailing Wage Rate Law, please specify.**

Date Contract Specification First Advertised for Bid _____	
Date Contract Awarded _____	Date Work Expected to Begin _____
Date First Progress Payment Due _____	Expected Date of Completion _____

<b>3. PRIME CONTRACTOR INFORMATION</b>	
Name _____	
Address _____	
City, State, Zip _____	Phone _____
Construction Contractors Board Registration Number _____	
Name of Bonding Company _____	
Address _____	
Agent Name/Phone _____	
Bond Number _____	

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

Signature of person completing form \_\_\_\_\_

Printed name \_\_\_\_\_ Date \_\_\_\_\_

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

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit  
Wage and Hour Division, Room 1160  
Bureau of Labor and Industries  
800 N.E. Oregon Street, #32  
Portland, OR 97232  
Telephone: (503) 731-4723  
FAX: (503) 731-4606





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

---

**NOTICE TO PROCEED**

**PROJECT NAME:** Tonquin Employment Area Sanitary Upgrade  
**DATE:** XXX, 2013  
**PROJECT NO.:** 8073  
**COUNCIL RESOLUTION:** 2013-XXX  
**C.O.S. PROJECT MANAGER:** Craig Christensen, P.E.

**TO:** XXXXX  
Attn: XXX

**ADDRESS:** XXX  
XXX

**PHONE/EMAIL:** (503) – email address

**CONTRACT:** City of Sherwood and XXX

**Tonquin Area Sanitary Upgrade**

You are hereby notified that the Contract for the aforementioned project has been properly executed; performance and payment bonds and proof of insurance has been received.

In accordance with the Contract Agreement, all Contract Work shall be completed by the completion date described in the Bid Booklet on or before XXXX, 2013 which is 120 calendar days from the issuance of this Notice to Proceed.

CITY OF SHERWOOD

---

Craig Christensen, P.E.  
Project Manager

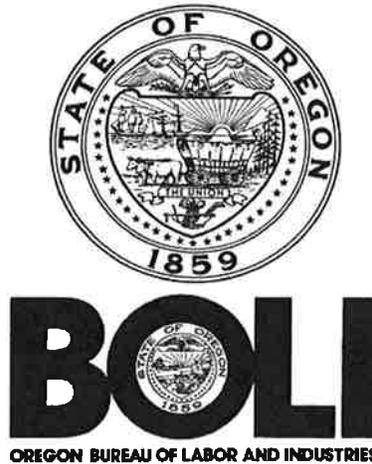


# **Division Three**

## **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, 2013.

This publication is available on the web at:  
[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_oregon\\_2013.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_oregon_2013.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 2008 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**



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## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

This project is called Tonquin Employment Area Sanitary Upgrade and is located in the City of Sherwood, Washington County, Oregon. The Work to be done under this Contract consists of the following:

#### Project Description

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

1. Sanitary sewer – open trench.
2. Sanitary sewer – pipe burst.
3. Other miscellaneous items for completion of work.

### **APPLICABLE SPECIFICATIONS**

The Specification that is applicable to the Work on this Project is the 2008 edition of the "Oregon Standard Specifications for Construction".

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

### **CLASS OF PROJECT**

This is a City of Sherwood Project. The construction of this project is not federally funded.

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## PART 00100 – GENERAL CONDITIONS

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

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

*Remove the following definitions and replace as noted:*

#### **00110.20 Definitions –**

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

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

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

### SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

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

**00120.00 Prequalification of Bidders** - Bidders must be **pre-qualified** in accordance with the laws of the State of Oregon. Letters of pre-qualification (approval letter only) by either the Oregon Department of Transportation (ODOT), Washington County Department of Transportation, or any local municipality with a population equal to or greater than 18,000 persons is acceptable to the City. Proof of valid pre-qualification must be submitted to the City **by Tuesday, April 2, 2013 at 5:00 PM (PDT)** for the Bidder to retain appeal rights. Only bids from pre-qualified Bidders will be opened.

Bidders must also possess either a Metro license or a City of Sherwood business license at the time of construction.

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

#### **00120.05 Requests for Solicitation Documents –**

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

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

#### **00120.10 Bid Booklet –**

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

- Invitation to Bid
- Bidder's Checklist

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

*Modify the third paragraph of the following subsection as noted:*

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

Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing through the Engineer. Requests shall be made ~~in sufficient time~~ at least six (6) days prior to bid opening for the Agency's reply to reach all Bidders before Bid Closing. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Engineer. Such notification shall also be made ~~in sufficient time~~ at least six (6) days prior to bid opening for the Agency to make any necessary modifications and issue Addenda to Bidders prior to Bid Closing.

*Revise the first paragraph in the following subsection as noted:*

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

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda only by publishing them on the Agency's web site ([www.sherwoodoregon.gov](http://www.sherwoodoregon.gov)). It is the Bidders responsibility to check the website to receive and review Addenda. ~~See the ODOT web site page included with the Special Provisions for the web site address where the Addenda are available.~~

*Modify the text of the following subsection as follows:*

**00120.40 Preparation of Bids**

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

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

No changes shall be submitted by facsimile.

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

**00120.40 Preparation of Bids**

**(a)(2) Electronic Bids –**

Electronic Bids will not be accepted for this project.

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

**00120.40 Preparation of Bids**

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

Electronic Bids will not be accepted for this project.

*Remove the following text of the following subsection as noted:*

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

~~Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed, or digitally signed, as appropriate, by a duly authorized representative of the Bidder. In addition, the electronic Bid requires the unique ID obtained from BidExpress® and approved by the Agency.~~

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

**00120.40 Preparation of Bids**

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

Electronic Bids will not be accepted for this project.

*Modify the following text of the following subsection as noted:*

**00120.40 Preparation of Bids**

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

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

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

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

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

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

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

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

*Modify the following subsection as noted:*

**00120.45 Submittal of Bids:**

**(a) Bids** - Bids may be submitted by mail, parcel delivery service, or hand delivery to the offices and addresses, and at the times given in the Bid Booklet. Submit Bids in a sealed envelope provided by the Agency, or a reasonably similar envelope marked with the word "Bid", the name of the Project, and the words "To Be Opened Only by Authorized Personnel" on the outside. If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the Bid inside the delivery or courier service's envelope. Closing time for acceptance of Bids is ~~9 a.m. local time on the day of Bid Opening.~~ 2:00PM (PDT) on Thursday, April 4, 2013. Bids submitted after the time set for receiving Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

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

**00120.45 Submittal of Bids:**

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

No Electronic Bids will be accepted for this project.

*Modify the text of the following subsection as noted:*

**00120.60 Revision or Withdrawal of Bids:**

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

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

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

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

*Modify the text of the following subsection as noted:*

**00120.60 Revision or Withdrawal of Bids:**

~~(b) Electronic Bids - FAX submittals and submittals in writing to revise electronic Bids will not be permitted. However, the Bidder may submit multiple electronic Bids for the same Project to revise the electronic Bid. All electronic Bid submittals must meet all requirements and deadlines for submitting electronic Bids. The last electronic Bid submitted shall supersede all previous submittals.~~

~~Any request for withdrawal of a Bid submitted electronically may be completed through BidExpress® prior to the time set for closing Bids. The Bidder may also withdraw its electronic Bid by written withdrawal request according to the following:~~

~~The request is received at the ODOT Procurement Office – Construction, Contractor Plans, 455 Airport Road SE, Building K, Salem, Oregon 97301-5348, before 9 a.m. local time on the day of Bid Opening.~~

No Electronic Bids will be accepted for this project.

*Modify the text of the following subsection as noted:*

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

- ~~The Bid is submitted on documents not obtained directly from the Contractor Plans office, or is submitted by a Bidder who has not been identified by the Agency as a Holder of Bidding Plans, as required by 00120.05.~~
- ~~The Bid has entries not typed or in ink, or has signatures or initials not in ink (save for changes received by FAX as provided by 00120.60).~~
- ~~Electronic Bids not received for failure to comply with all requirements of~~

~~Bid Express~~

- The Bid or Bid Modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.01.
- The Bid is submitted on documents not obtained directly from the City of Sherwood or from the City of Sherwood website.
- The agency determines that any Pay Item is significantly unbalanced to the potential detriment of the agency.

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

*Modify the text of the following subsection as noted:*

**00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder -**

The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 or ORS 279C.375(3) will be rejected. ~~Refer also to ORS 279C.375(2).~~

*Delete the following subsection in its entirety:*

~~**00120.95 Opportunity for Cooperative Arrangement**~~

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

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

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

**00130.15 Right to Protest Award:**

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

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

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

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

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

**00130.40 Contract Bonds, Certificates, and Registrations –**

**(b) Certificates of Insurance**

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

*Add the following Subsection:*

**00130.40 Contract Bonds, Certificates, and Registrations -**

**(e) State of Oregon Statutory Public Works Bond**

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

**SECTION 00140 - SCOPE OF WORK**

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

*Add the following Subsection:*

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

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

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

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

*Add the following text to the following subsection:*

**00140.70 Cost Reduction Proposals –**

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

*Add the following bulleted item to the following subsection:*

**00140.90 Final Trimming and Cleanup**

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

**SECTION 00150 - CONTROL OF WORK**

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

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

**00150.10 Coordination of Specifications and Plans –**

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

- Contract Change Orders;
- Permits from governmental agencies;
- Addenda
- Special Provisions;
- Contract Agreement
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Supplemental Specifications/Special Provisions;
- Standard Specifications; and
- All other contract documents not listed above.

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

**00150.15 Construction Stakes, Lines and Grades**

The Contractor shall establish all field controls for the project and furnish all principal lines, grades, and measurements necessary for the completion of the Work by hiring a licensed professional surveyor in the State of Oregon at his/her expense. An electronic copy of the base drawing, in autocad.dwg format, for this project will be delivered to the Contractor's surveyor. All necessary calculations for staking shall be provided by the Contractor's surveyor. All stakes damaged or removed shall be replaced, as needed, at no cost to the City.

The Contractor shall inform the Engineer of any property corners, monuments and/or survey markers found during construction activities that are not shown on the plans. The Contractor shall not bury or disturb any property corners, monuments and/or survey markers.

*Add the following text to the following subsection as noted:*

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

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

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

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

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

- (a) Provide for the cooperation and superintendence on the Project by:
- (1) Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
  - (2) Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
  - (3) Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
  - (4) Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
    - a. Appointees shall be competent to manage all aspects of the Work.
    - b. Appointees shall be from the Contractor's own organization.
    - c. Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
    - d. Appointees shall be experienced in the types of Work being performed.
    - e. Appointees shall be capable of reading and thoroughly understanding the Plans and Specifications.
    - f. The appointed single Superintendent, or any alternate Superintendent shall:
      1. Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.

2. Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
3. Have full authority and responsibility to promptly execute orders or directions of the Engineer.
4. Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
5. Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
6. Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
7. Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
8. Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
9. Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
10. Carefully protect and preserve the Engineer's marks and stakes.

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

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

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

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

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

*Add the following text to the following subsection as noted:*

### **00150.95 Final Acceptance**

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

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

*Add the following text to the following subsection as noted:*

### **00150.96 Maintenance Warranties and Guarantees**

The Contractor shall provide a 10% Maintenance Bond for a period of two (2) years from the date of final acceptance by the Agency. A surety licensed to do business as a surety in the state of Oregon shall provide the Maintenance Bond.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Agency of all claims and all liability to the Contractor 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 Contractor and its agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds or diminish the Agency's rights under the guaranty provisions.

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

If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, Agency may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the Engineer, delay would cause serious loss or damage, repairs may be made without notice

being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the Engineer to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

## SECTION 00160 - SOURCE OF MATERIALS

*Comply with Section 00160 of the Standard Specifications.*

## SECTION 00165 - QUALITY OF MATERIALS

*Comply with Section 00165 of the Standard Specifications modified as follows.*

*Modify the text of the following subsection as follows:*

### 00165.10 Material Acceptance Guides

(a) **Field-Tested Materials** - Field-tested Materials will be accepted according to the ODOT Manual of Field Test Procedures (MFTP). The MFTP is available at the ~~ODOT Procurement Office – Construction, Contractor Plans~~ Procurement Office – Construction, Contracts Unit, 455 Airport Road SE, Building K, Salem, Oregon 97301-5348 (telephone 503-986-6936).

(b) **Nonfield-Tested Materials** - Nonfield-tested Materials will be accepted according to the ODOT Nonfield Tested Materials Acceptance Guide (NTMAG), unless otherwise specified in the Contract. The NTMAG is available at the ~~ODOT Procurement Office – Construction, Contractor Plans~~ Procurement Office – Construction, Contracts Unit. The NTMAG is available at the ODOT Procurement Office - Construction, Contractor Plans.

## SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

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

### 00170.10 Required Payments by Contractor

(c) **Interest on Unpaid Amount** - If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity the amount due plus interest charges that begin at the end of the 10 day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b). As required by ORS 279C.515(2), the rate of interest on the amount due shall be nine percent per annum. The amount of interest shall not be waived.

*Remove the text of the following subsection and replace as follows:*

### 00170.65 Minimum Wage and Overtime Rates for Public Works Projects:

(a) **General** - The Contractor is responsible for investigating local labor conditions. The Agency does not imply that labor can be obtained at the minimum hourly wage rates

specified in State or federal wage rate publications, and no increase in the Contract Amount will be made if wage rates paid are more than those listed.

**(b) State Prevailing Wage Requirements** - The Contractor shall comply with the prevailing wage provisions of ORS 279C.800 through ORS 279C.870.

**(1) Minimum Wage Rates** - The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication "Prevailing Wage Rates for Public Works Contracts in Oregon". The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840 and shall include this requirement in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the project and how to access the applicable wage rates.

The applicable BOLI wage rates will be included in the Contract.

**(2) Payroll and Certified Statements** - As required in ORS 279C.845, the Contractor and every subcontractor shall submit written certified statements to the Engineer on the form prescribed by the Commissioner of BOLI in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out the Contractor's or subcontractor's weekly payroll records for each worker employed upon the project.

The Contractor and subcontractors shall preserve the certified statements for a period of six years from the date of completion of the Contract.

**(3) Additional Retainage:**

**a. Agency** - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. The Agency will pay to the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.

**b. Contractor** - As required in ORS 279C.845(8) the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the Agency the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. Before paying any amount retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 14 days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

**(4) Owner/Operator Data** - The Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Drivers name;
- Copy of driver's license;

- Vehicle identification number;
- Copy of vehicle registration;
- Motor vehicle license plate number;
- Motor Carrier Plate Number;
- Copy of ODOT Motor Carrier 1A Permit; and
- Name of owner/operator from the side of the truck.

**(c) State Overtime Requirements** - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.540.

**(1) Maximum Hours of Labor and Overtime Pay** - According to ORS 279C.540, no person shall be employed to perform Work under this Contract for more than 10 hours in any one Day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it. In such instances, the Contractor shall pay the employee at least time and a half pay:

- For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

For additional information on requirements for overtime and establishing a work schedule see OAR 839-025-0050 and OAR 839-025-0034.

**(2) Notice of Hours of Labor** - The Contractor shall give written notice to employees of the number of hours per day and days per week the employees may be required to work. Provide the notice either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees.

**(3) Exception** - The maximum hours of labor and overtime requirements under ORS 279C.540 will not apply to the Contractor's Work under this Contract if the Contractor is a party to a collective bargaining agreement in effect with any labor organization. For a collective bargaining agreement to be in effect it shall be enforceable within the geographic area of the project, and its terms shall extend to workers who are working on the project (see OAR 839-025-0054).

**(d) State Time Limitation on Claim for Overtime** - According to ORS 279C.545, any worker employed by the Contractor is foreclosed from the right to collect any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, provided the Contractor posted and maintained a circular as specified in this provision. Accordingly, the Contractor shall:

- Cause a circular, clearly printed in boldfaced 12-point type containing a copy of ORS 279C.545, to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed to perform Work; and

- Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

**(e) When Federal Funds Are Involved** - The Contractor shall pay the wage rate and fringe benefits listed in the publication "General Wage Determinations Issued Under the Davis-Bacon and Related Acts" from the U.S. Secretary of Labor, unless a higher wage rate and fringe benefits are required according to ORS 279C.838, as provided in the Oregon Bureau of Labor and Industries (BOLI) publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon subject to BOTH the State PWR and federal Davis-Bacon Act", which are incorporated herein by reference. See the Project Wage Rates page included with the Special Provisions for the web site address where these publications are available.

*Add the following text to the following subsection as noted:*

**00170.70(a) Insurance Coverages –**

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

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

*Add the following text to the following subsection as noted:*

**00170.70(c) Additional Insured –**

Add the following as Additional Insureds under the Contract:

The City of Sherwood and its officers, agents, and employees.  
Sherwood City Council.  
Washington County and its officers, agents, and employees.  
Washington County Board of Commissioners.  
Clean Water Services and its officers, agents, and employees.

*Add the following text to the following subsection as noted:*

**00170.72 Indemnity/Hold Harmless –**

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

The City of Sherwood and its officers, agents, and employees.  
Sherwood City Council.  
Washington County and its officers, agents, and employees.  
Washington County Board of Commissioners.  
Clean Water Services and its officers, agents, and employees.

*Delete the following subsection and replace as follows:*

## **00170.80 Responsibility for Damage to Work –**

- (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 non-damaged portions of the Work are not considered complete, and are neither finally accepted under the Contract nor will they be deemed accepted.

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 and Theft** - Vandalism includes damage to or destruction of Work or portions of Work that remain on the Project Site resulting from vandalism, criminal mischief, arson, or other criminal or illegal behavior.

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, determine the number of occurrences, and determine whether, and how much, the Contractor will be compensated.

Theft includes the loss of Work or portions of Work that are lost or stolen or otherwise unaccounted for from the Project Site or from Materials or fabrication locations. The Contractor shall remain solely responsible for all losses caused by theft, including without limitation theft that occurs in conjunction with vandalism.

## SECTION 00180 - PROSECUTION AND PROGRESS

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

*Modify the text in the following subsection as noted:*

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

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

*Delete the following text in the following subsection:*

**00180.21 Subcontracting:**

- (a) General** - The Contractor shall not subcontract or perform any portion of the Contract by other than the Contractor's own organization without the Agency's prior written consent. A request for consent to subcontract, at any tier, solely for the furnishing of a labor force will not be considered.

A written request for consent to subcontract any portion of the Contract at any tier shall be submitted to the Engineer, and when required by the Engineer, shall be accompanied by background information showing that the organization proposed to perform the Work is experienced and equipped for such Work. The Agency will review the Contractor's submission to verify compliance with Contract requirements, confirm the percentage of Work subcontracted, and evaluate the proposed Subcontractor's ability to perform the Work. ~~If the Agency approves the Contractor's request to subcontract, the Agency will provide its consent to the Contractor's request as follows:~~

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

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

**00180.21 Subcontracting:**

**(d) Terms of Subcontracts** - Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to the terms of the Contract. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their subcontractors, and any other lower tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

- (1)** A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 Calendar Days out of amounts the Agency pays to the Contractor under the Contract.
- (2)** A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.
- (3)** A clause that requires the Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the

entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

- Notifies the Subcontractor in writing at least 45 Calendar days before the date on which the Contractor makes the change; and
- Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(4) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 Calendar Days after receiving payment from the Agency, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under 00180.21(d-1). The Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Agency or the Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and ends on the date on which the amount due is paid; and shall be computed at the rate specified in 00170.10(c).

(5) A clause that requires the Contractor's first-tier Subcontractor to include a payment clause and an interest penalty clause that conform to the standards of ORS 279C.580 (see 00180.21(d-1) and 00180.21(d-4)) 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 Material supplier.

These payment clauses shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the Agency, as specified in 00195.50(d).

As required by ORS 279C.800 through ORS 279C.870, subcontracts shall include:

- A provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless exempt.
- A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.
- If federal funds are involved, workers are entitled to the federal or state prevailing rate of wage, whichever is higher.

*Add the following bulleted items to the following subsection:*

**00180.40 Limitation of Operations:**

**(a) In General –**

- Limited hours of construction between 7:00 AM until 6:00 PM, Monday through Friday.
- Limited hours of construction and/or traffic control in Washington County right-of-way between 9:00 AM until 3:30 PM, Monday through Friday.
- Construction is prohibited on Saturdays and Sundays without prior written approval from the Engineer.
- Construction activities include all field maintenance of equipment, refueling, and pick-up and delivery of equipment, as well as actual construction activities.

- Construction vehicles shall park on the construction site, at location(s) indicated on the Contract Drawings, or at location(s) approved by the Agency. Contractor parking shall not interfere with the everyday operations of the surrounding area.
- Provide the Agency Project Manager with a 24-hour emergency contact person's name and telephone number.

*Add the following bulleted item to the following subsection:*

**180.40 imitation of Operations:**

- (b) On-Site Work** – The Contractor shall not begin On-Site Work until July 2, 2013, unless approved by the Engineer.

*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:

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities.....	00150.50
Cooperation with Other Contractors.....	00150.55
Contract Completion Time.....	00180.50(h)
Right-of-Way and Access Delays.....	00180.65
Traffic Lane Restrictions.....	00220.40(e)

*Add the following text to the following subsection:*

**00180.41 Project Work Schedules:**

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

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

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

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

- All anticipated shoulder, lane, and road closures.

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

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

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

The Contractor shall submit the supplemental "look ahead" Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and clean up has been completed. The Contractor shall meet with the Engineer each week to review the supplemental "look ahead" Project Work schedule. If the Engineer or the Contractor determines that the current supplemental "look ahead" Project Work schedule requires changes or additions, either notations can be made on the current schedule or the Engineer may require the submittal of a revised supplemental "look ahead" Project Work schedule. Review of the current and subsequent supplemental "look ahead" Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

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

*Add the following text to the following subsection:*

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

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

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

*Add the following subsection:*

**00180.41(a)(3) Weekly Schedule** – Submit a weekly progress schedule to Engineer at each weekly meeting. At a minimum, the schedule shall include the following:

- Actual work completed during the previous week alongside the previously submitted weekly schedule;
- Any lane closures or access restrictions expected within the next two weeks;
- Work to be completed during the current week;

- Tentative work to be completed during the second week;
- Summary of any work elements shown on the schedule which fall behind the current overall project schedule and a summary of corrective actions that the Contractor will utilize to regain the overall project schedule.

*Add the following subsection:*

**00180.41(a)(4) Customer Service Element to Construction Schedule** – Construction will be executed with the highest level of customer service. Critical to that effort is planning of work sequence to minimize disruption and inconvenience to residents and commuter traffic. As a supplement document to the Contractor’s construction schedule, the contractor shall submit, prior to the pre-construction conference, a plan to the Engineer that identifies: construction sequencing and timing, expected disruptions to residents, and a public safety plan that explains procedures on how the Contractor will maintain safe continuous ingress and egress for pedestrians and vehicular traffic including personal use by residents, mail and newspaper delivery, garbage collection and other daily deliveries, as applicable.

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

**00180.42 Preconstruction Conference:**

Within three (3) working days of the Notice to Proceed, the Contractor is required to contact the Agency to schedule the preconstruction conference.

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

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

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

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

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

In addition to the preconstruction conference, the City reserves the right to require the Contractor to attend a construction kick-off public open house/presentation wherein the Contractor shall be prepared to present and discuss all elements of the project's construction with the general public.

*Add the following Subsection:*

**00180.50(h) Contract Time –**

***All Work under the contract, except seeding and vegetation establishment, must be completed by September 30, 2013.***

***Project work may not commence until July 1, 2013.***

***If standing water exists within the floodplain within the area of work, then work within the floodplain will be performed between July 15 and September 30.***

*Modify the text of the following subsection as noted:*

**00180.85(b) Liquidated Damages –**

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

amount specified in the ~~Special Provisions~~ Contract Documents for each Calendar Day the Contractor expends performing the Contract in excess of the Contract Time or adjusted Contract Time.

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

## SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

*Modify the text of the following subsection as noted:*

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

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

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

## SECTION 00195 - PAYMENT

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

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

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

*Delete the text of the first paragraph of the following subsection and replace as follows:*

### **00195.50(a) Progress Payments**

The Agency's payment of progress payments, or determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d), shall not be construed as Final Acceptance or approval of any part of the Work, and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

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

### **00195.50(c) Forms of Retainage**

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

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, savings bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(5).

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

*Modify the third paragraph from the following subsection as noted:*

**00195.50(c) Forms of Retainage**

**(2) Cash, Alternate B (Retainage Surety Bond) –**

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(6)~~ ORS 279C.560(7) and ORS 701.435 .

*Remove the following subsection and replace as follows:*

**00195.50(c) Forms of Retainage**

**(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.

*Modify the second paragraph from the following subsection and as noted:*

**00195.50(e) Withholding Payments**

Notwithstanding ORS 279C.555, ORS 279C.570 or 00195.50(d), if a Contractor is required to file statements on the prevailing rate of wages, but fails to do so, the Agency will retain 25% of any amount earned as required in 00175.65.

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

**00195.90 Final Payment**

**(c) No Waiver of Right to Make Adjustment** - The fact that the Agency has made any measurement, estimate, determination or certification either before or after completion of the Project, Final Acceptance, Agency assumption of possession of the Project Site, determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d) or payment for any part of the Work, shall not prevent either party from:

- Showing the true amount and character of the Work;
- Showing that any measurement, estimate, determination or certification is incorrect;
- Recovering from the other party damages that may have been suffered because the other party failed to comply with the Contract.

*Add the following subsections as follows:*

**00195.90 Final Payment**

**(d)** The Contractor shall maintain a current and accurate record of the work completed during the course of this contract. These “as-built” drawings shall be kept by accurately marking a designated set of the contract Plans with the specified information as work proceeds. Accurate, complete and current “as-built” drawings are a specified requirement for full or partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver an acceptably complete and legible full-size set of “as-built” drawings to Agency.

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

- Record location of underground services and utilities as installed.
- Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- Record changes in dimensions, location, grade or detail to that shown on the Plans.
- Record changes made by change order.
- Record details not in the original Plans.
- Provide fully completed shop drawings reflecting all revisions.

**(e)** Notwithstanding any contrary language in the Contract Documents, Contractor’s acceptance of the final payment will release Agency and the Engineer from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and every act of the Agency and others relating to or arising out of the Work. The Contractor’s acceptance of final payment is conclusive proof of Agency’s full

performance under the Contract. If Agency requests, Contractor will sign a release stating Contractor has been paid in full prior to the final payment. No payment, final or otherwise, will operate to release the Contractor or the Contractor's sureties from obligations under the Contract and will not affect the continuing validity and enforceability of the performance, payment and other bonds and warranties provided pursuant to the Contract.

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

*Comply with Section 00196 of the Standard Specifications.*

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

*Comply with Section 00197 of the Standard Specifications.*

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

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

*Add the following text to the following subsection:*

#### **00199.20 Protest Procedure –**

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

*Delete the following subsection:*

#### **00199.20 Protest Procedure –**

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

*Add the following subsection:*

#### **199.30 Claims Procedure –**

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

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

*Add the following text to the following subsection:*

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

The Contractor shall request that the Engineer arrange a meeting with the Region-level reviewer in order to present the denied or partially denied claim for formal review and discussion. For the purposes of this Contract, the "Region-level reviewer" is Agency's public works director. The meeting will take place within 21 Calendar Days of the Agency's receipt of the request, or as otherwise agreed by the parties.

*Modify the text of the following subsection as noted:*

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

The Contractor shall request a meeting with the Contract Administration Engineer, to present the claim for final Agency review. For the purposes of this Contract, the “Contract Administration Engineer” is the Agency’s City Manager. The presentation will take place within 21 Calendar Days of the Agency’s receipt of the Contractor’s written request, or as otherwise agreed by the parties.

If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim be advanced to Step 3. ~~or 4 (see (d) and (e) below), as applicable. For purposes of determining which process to use for claims under Step 3 or 4 concerning a combination of additional compensation and Contract Time or for Contract Time only, the value of the claim or portion of the claim for Contract Time will be assumed to be the appropriate Liquidated Damages given in 00180.50 of the Special Provisions multiplied by the number of Calendar Days in question.~~

*Delete the following subsection and replace with the following:*

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

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

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

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

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

Any dispute between the Agency and the Contractor that arises from or relates to the Contract and that is not resolved under Section 00199 may only be brought and must be conducted solely and exclusively in the Circuit Court for the State of Oregon, Washington County. If a dispute must be brought in a federal forum, then it may only be brought and conducted solely and exclusively in the United States District Court for the State of Oregon. To the maximum extent permitted by law, the dispute will be tried to a court without a jury and will not be subject to mandatory arbitration. In no event will this Subsection be construed as a waiver by the Agency of any form of defense or immunity, whether sovereign immunity, governmental

immunity, immunity based on the Eleventh Amendment to the United States Constitution, from any claim or from the jurisdiction of any court. Contractor consents to the personal jurisdiction of the courts referenced herein.

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

*Delete the following subsection in its entirety.*

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

*Add the following subsection:*

**00199.60 Expenses, Costs and Attorney Fees** – Notwithstanding any contrary language in the Contract Documents, each party will solely bear its own expenses, costs and fees, including attorney fees, throughout prosecution of the Work and including any disagreements, protests or claims, including all trials and appeals.

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

### **SECTION 00210 - MOBILIZATION**

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

*Add the following text to the following subsection:*

**00210.00 Scope –**

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

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

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

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

**00220.02 Public Safety and Mobility**

- Do not block driveways ~~for more than two hours~~ except as noted in the Contract Drawings unless otherwise authorized in writing.
- Do not install traffic control signs in a manner in which they will block an open bike lane or open walkway.
- Contractor shall install barricades with signage for any bike lane or walkway closure and sign for alternate routing of bicycle and pedestrian traffic.
- SW Tualatin Sherwood Road and SW Oregon Street shall have one lane of traffic open in each direction at all times.

- Traffic control within SW Tualatin Sherwood Road and SW Oregon Street is only allowed between the hours of 9:00 AM and 3:00 PM or as directed by the Washington County Inspector.
- All traffic control shall be removed out of SW Tualatin Sherwood Road and SW Oregon Street at the end of each workday.
- Notify the City of Sherwood Police and Tualatin Valley Fire & Rescue Department of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures. The Sherwood Police Department may be contacted at (503) 625-5523, and Tualatin Valley Fire & Rescue at (503) 649-8577.

*Modify the following bulleted item of the following subsection:*

**00220.03 Work Zone Notifications  
(b) Closures -**

- **Roads** – No road closures will be allowed for this project.

*Add the following bulleted items to the following subsection:*

**00220.40(c) Driveways –**

- Communicate with all affected property owners 7 days in advance of any work which will affect access to the property.

**SECTION 00225 - WORK ZONE TRAFFIC CONTROL**

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

*Delete, modify or add the following bulleted items in the following subsection:*

**00225.05 Contractor Traffic Control Plan –**

- ~~• Two copies of a sketch map of the Project showing all existing tourist-oriented directional (TOD) and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages.~~
- A detailed temporary striping plan. (If temporary striping is deemed necessary by the Washington County Inspector)
- If at any time during the work the Engineer determines the Traffic Control Plan to be inadequate, the Contractor shall provide a revised Traffic Control Plan and install the additional signs and devices at no additional cost to the Owner.

*Modify the text of the following subsection as noted:*

**00225.11 Temporary Signage** ~~Furnish temporary traffic delineation items and accessories meeting the following requirements:~~ Furnish temporary signs meeting the requirements of the "Acceptable" category shown in the American Traffic Safety Services Association (ATSSA) "Quality Standards For Work Zone Traffic Control Devices" handbook and the following:

*Delete subsection 00225.11(b)(5) and replace with the following:*

**00225.11(b)(5) Perforated Steel Square Tube Sign Supports** - Use perforated steel square tube sign supports from the QPL and as shown on the standard drawings.

*Add the following subsection:*

**00225.12(h) Pedestrian Channelizing Device** - Use pedestrian channelizing devices (PCD) from the QPL or Conditional Use List and as shown on the standard drawings or as modified by the supplemental drawings.

*Modify the text of the following subsection as follows:*

**00225.13(d) Plastic Drums** - Use plastic drums from the QPL. ~~Provide drums with type "OO" encapsulated lens reflective sheeting.~~  
Use retroreflective drum sheeting meeting the requirements of ASTM D 4956 Type III or Type IV.

*Delete subsection 00225.41(b)(5) and replace with the following:*

**00225.41(b)(5) Perforated Steel Square Tube Sign Supports** - Perforated steel square tube sign supports may be used as a substitute for wood sign posts. Install perforated steel square tube sign supports as shown on the standard drawings.

*Add the following text to the following subsection:*

**00225.90 Payment -**

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

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

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

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

**SECTION 00240 – TEMPORARY DRAINAGE FACILITIES**

*Comply with Section 00240 of the Standard Specifications.*

**SECTION 00280 - EROSION AND SEDIMENT CONTROL**

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

*Add the following text to the following subsection:*

**00280.02 Erosion and Sediment Control Plan on Agency Controlled Lands**

Do not begin any site activities that have potential to cause erosion or sediment movement

until the ESCP and implementation schedules are approved by the Engineer.

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

*Add the following subsection:*

**00280.05 – Tree Protection Fencing**

Tree protection fencing consists of installing, maintaining and removing metal fence posts and protective fencing at locations designated on the plans or by the engineer. All fencing and posts shall be removed at the end of construction.

*Add the following subsection:*

**00280.17 – Tree Protection Fencing**

**(a) Posts** – Posts shall be metal posts driven into the ground at a spacing of 10 feet maximum between posts.

**(b) Fencing** – Fencing shall be a plastic mesh fence, safety orange in color, with a minimum height of 3 feet. Fencing shall be securely attached to fence posts.

*Delete and replace the following paragraph in the following subsection as noted:*

~~**00280.40 Installation** - Install erosion and sediment control BMP as shown and according to the most current edition of the ODOT Erosion Control Manual. Install these BMP before performing clearing, grading, or other land altering activities. Ensure that sediment laden water does not leave the Project boundaries, enter drainage systems or waterways, or violate applicable water standards.~~

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

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

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

*Add the following text to the following subsection:*

**00280.80 Measurement –**

**(a) Lump Sum Basis -**

Erosion Control paid for by a lump sum does not include items of erosion control that are paid for on an individual item basis, including but not limited to gravel construction entrance, silt sacks, rock check dams, biofilter bags, straw bales and any other erosion control measures necessary to stay in compliance with the 1200-CN permit and to insure that sediment and sediment laden water does not leave the site.

*Add the following pay item to the following subsection:*

**00280.90 Payment –**

(s) Tree Protection Fencing..... Foot

**PART 00290 – ENVIRONMENTAL PROTECTION**

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

*Add the following text to the following subsection:*

**00290.10 Staging and Disposal Sites –**

Any contaminated aggregate within the staging area shall be removed and replaced by the contractor at no additional cost.

*Modify the text of the following subsection as follows:*

**00290.20(c)(2) Clean Fill** - Clean fill, as defined by OAR 340-093-0030(13), becomes the property of the Contractor at the place of origin.

*Delete the following text of the following subsection as noted:*

**00290.20(c)(3) Reuse, Recycle, and Dispose of Materials** - Waste materials become the property of the Contractor at the place of origin. Unless prohibited by Law, treat waste materials according to the following priority:

- Reuse demolition debris ~~on-site~~.

*Delete and Add the following bulleted items from the following subsection as noted:*

**00290.20(d) Hazardous Waste Management**

- ~~• If the quantity of hazardous waste projected to be generated meets the requirements for a CEG, store hazardous wastes on-site for no more than 180 days.~~
- ~~• If the quantity of hazardous waste projected to be generated meets the requirements for a SQG or for a LQG, prepare a Hazardous Waste Contingency Plan according to 40 CFR 265.51. Maintain a copy of the Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.~~
- If the quantity of hazardous waste projected to be generated meets the requirements for a LQG, prepare a full Hazardous Waste Contingency Plan according to

40 CFR 265 Subpart D. Maintain a copy of the Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.

- If the quantity of hazardous waste projected to be generated meets the requirements for a SQG, prepare a modified Hazardous Waste Contingency Plan according to 40 CFR 262.34(d)(5) and 40 CFR 265 Subpart C. Maintain a copy of the modified Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.
- If the quantity of hazardous waste projected to be generated meets the requirements for a CEG, follow the contingency planning and storage requirements of the SQG unless the only potentially hazardous waste is aerosol cans smaller than 20 ounces. Limit storage to 180 days and 2,200 pounds. Prepare a modified Hazardous Waste Contingency Plan and keep a copy on-site with emergency response procedures and contact information.

*Modify the text of the following subsection as follows:*

**(g) Spills and Releases** - Obtain a response agreement with a professional on-call spill response team. The professional on-call spill response team, identified in the PCP, agrees to be available and respond to spills that cannot be cleaned up with on-site resources. A professional spill response team is a company or section of a company specifically dedicated to hazardous materials emergency spill response, insured, and bonded for hazardous materials cleanup, and employing experienced personnel certified according to 29 CFR ~~1920.120~~ 1910.120.

In the event of a spill or release of a hazardous substance or hazardous waste or any other material that has potential to harm human health or the environment, do the following:

*Add the following subsection*

**00290.30(a) Pollution Control Measures**

**(7) Water Quality:**

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.

- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Underwater blasting is not allowed.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

*Add the following text to the following subsection:*

**00290.34(a) Regulated Work Areas**

If standing water exists within the floodplain within the area of work, then work within the floodplain will be performed between July 15 and September 30.

*Add the following bulleted item to the following subsection:*

**00290.34 Protection of Fish and Fish Habitat –**

**(b) Prohibited Operations** - Except where allowed by the Contract or by permit, do not:

- Use fertilizers, pesticides or treated wood within wetlands, vegetation corridor or within 50 feet of vegetation corridor.

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

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

**PART 00300 – ROADWORK**

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

*Add the following Section:*

**SECTION 00305 – CONSTRUCTION SURVEY WORK**

**Description**

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

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

Electronic files of the drawings are available in AutoCad format for calculation of construction staking.

### **Measurement**

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

### **Payment**

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

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

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

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

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

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

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

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

*Add the following text to the following subsection:*

### **00310.00 Scope** –

This work shall include, but not be limited to removal of items designated on the plans or encountered in the field that are not covered by other bid items including but not limited to:

- Piping.
- Manholes.
- Asphalt and concrete surfacings.
- Other miscellaneous structures or obstructions encountered in the field designated to be removed by the engineer.

*Add the following text to the following subsection:*

**00310.44 Earthwork in Connection with Removal –**

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

*Add the following subsection:*

**00310.45 Removal and Reinstallation of Fencing –** Remove existing fencing in a workmanlike manner as necessary for the construction of the facilities shown in the Contract Drawings. Existing fencing shall be either stockpiled in the staging area or onsite with permission from the owner. Contractor shall install temporary fencing as needed to enclose and protect the property from which the fence was removed. Salvaged fencing shall be reinstalled back to its original location and condition or better. Any fencing damaged by the contractor that is deemed unacceptable by the Engineer or property owner shall be replaced with new fencing matching the type of the existing fence. A new fence gate with lock will be installed into the existing fence at the location shown on the Contract Drawings (incidental to “Removal and Reinstallation of Fencing”).

*Add the following subsection:*

**00310.46 Removal and Reinstallation of Walls -** Remove existing retaining walls (modular, stone or otherwise) in a workmanlike manner as necessary for the construction of the facilities shown in the Contract Drawings. Existing wall shall be either stockpiled in the staging area or onsite with permission from the owner. Salvaged walls shall be reinstalled back to their original location and condition or better. Any wall damaged by the contractor that is deemed unacceptable by the Engineer or property owner shall be replaced with new wall matching the type of the existing wall.

*Add the following subsection:*

**00310.47 Abandoning Existing Structures -** This work shall include, but not be limited to abandoning in place of items designated on the plans or encountered in the field that are not designated for removal:

- Piping.
- Manholes.
- Other miscellaneous structures or obstructions encountered in the field designated to be abandoned by the engineer.

*Add the following text to the following subsection:*

**00310.80 Measurement –**

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

*Add the following text to the following subsection:*

**00310.90 Payment**

Removal of structures and obstructions not covered by other bid items shall be incidental to the contract.

No separate or additional payment will be made for saw cutting.

*Add the following pay item to the following subsection:*

**00310.91 Lump Sum Basis**

- (c) Removal and Reinstallation of Fencing..... Lump Sum
- (d) Removal and Reinstallation of Walls..... Lump Sum
- (e) Abandoning Existing Structures..... Lump Sum

Item (c) includes all work associated with removal and reinstallation of fencing on this project, including but not limited to:

Removal/salvaging of existing fencing.  
Removal of fencing foundation.  
Stockpiling of fencing.  
Supplying, installing and removal of temporary fencing.  
Reinstalling existing fencing and fence foundations.  
Supplying and installing any new fencing necessary.  
Installing new gate as shown on the Contract Drawings.  
Supplying locks for fence gates.  
Any coordination with fence owner required.  
All equipment, labor, materials and incidentals necessary to complete the work as specified, while maintaining continuous fencing protection around the affected properties and replacement of permanent fencing around affected properties to existing or better conditions.  
Any existing fencing materials deemed to be damaged by contractor's activities by the Engineer will be replaced at the contractor's expense.

Item (d) includes all work associated with removal and reinstallation of walls on this project, including but not limited to:

Removal/salvaging of existing wall.  
Stockpiling of wall materials.  
Reinstallation of existing wall, including supplying and installing new wall foundation and backfill as necessary.  
Reinstallation of wall drainage piping.  
Installing adhesive beneath the top block in the wall.  
Supplying and installing new wall rocks\blocks as necessary.  
All equipment, labor, materials and incidentals necessary to complete the work as specified, while reinstalling the walls in existing or better conditions.  
Any existing wall materials deemed to be damaged by contractor's activities by the Engineer will be replaced at the contractor's expense.

Item (e) includes all work associated with abandoning any existing structures noted on the Contract Drawings or encountered during construction that require abandonment as determined by the Engineer, including but not limited to:

Supplying, placement and compaction of sand into existing structure.  
Supplying and installing of pipe plugs.  
Supplying and placement of controlled low strength materials and grouting.

All equipment, labor, materials and incidentals necessary to complete the work as specified.

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

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

*Add the following text to the following subsection:*

### **00320.00 Scope –**

The Contractor shall clearly mark all trees and shrubs that will be removed and all trees and shrubs to be protected with two different colored marking tapes for review by the Engineer a minimum of 48 hours prior to beginning the work under this section.

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

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

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

*Add the following text to the following subsection:*

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

Any branch that requires trimming shall be done so with a clean vertical cut. The cost of tree trimming is to be included in the lump sum price for clearing and grubbing. No separate payment will be made for this work.

*Add the following text to the following subsection:*

### **00320.80 Measurement –**

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

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

**00320.90 Payment** – The accepted quantities of clearing, grubbing, disposal, and cleanup work will be paid for at the Contract lump sum amount for the item “Clearing and Grubbing”.

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

No separate or additional payment will be made for Clearing and Grubbing performed outside of the limits shown on the Contract Drawings. Additional Clearing and Grubbing outside of the project limits may be allowed upon the approval of the Engineer.

No separate or additional payment will be made for any additional mulching, seeding, shrubs, trees or Plant Establishment, 2-year, due to Clearing and Grubbing outside of the limits shown on the Contract Drawings.

Additionally disturbed area outside of the designated limits on the Contract Drawings will be restored in accordance with the restoration requirements of the Contract Drawings and

Provisions for the type of area disturbed (wetlands, vegetated corridor, other native area. etc.) at no additional cost.

Removal of additional trees may be allowed upon the approval of the Engineer. Additionally removed trees shall be replaced on a 1 to 1 basis with a tree approved by the Engineer at no additional cost.

## **SECTION 00330 – EARTHWORK**

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

*Add the following subsection:*

### **00330.05 Staging Area –**

Staging area consists of installing an aggregate base staging area for storing of vehicles, equipment and materials. Fuel, hazardous material or any equipment containing fuel or hazardous material shall be located within the staging area at the end of each day. The city bears no responsibility for any contractor vehicles, equipment or materials that are stolen or vandalized.

*Add the following subsection:*

### **00330.05 Construction Access -**

Construction Access consists of creating access for construction equipment as necessary to constructed the work shown in the Contract Drawings. Construction Access shall be constructed to a strength as necessary to support equipment necessary to perform the designated work. Construction Access shall not be located outside of the plan designated work zone. Construction Access shall protect the roots structures of adjacent trees to remain. The contractor is required to remove all material for Construction Access, unless otherwise noted in the Contract Drawings, at the end of construction and regrade the surface as necessary back to native grades. Construction Access material that is biodegradable may be left in place at the discretion of the Engineer.

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

**00330.41(a)(5) Waste Materials** - Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a)(3) and 00330.41(a)(4), 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.

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

### **00330.80 Measurement –**

No measurement of quantities will be made for work performed under this Section.

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

**00330.90 Payment –**

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

*Add the following subsection:*

**00330.95 Lump Sum Basis of Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Staging Area.....	Lump Sum
(b) Construction Access.....	Lump Sum

Item (a) includes all work associated with establishing a staging area as noted in the Contract Drawings for this project, including but not limited to:

- Excavation, transporting and disposal of existing soils.
- Supplying and installing subgrade geotextile.
- Supplying, installing and compacting of aggregate.
- Maintaining and installing any security precautions necessary for staging area.
- Removal of all equipment and stockpiled materials in staging area.
- Removal and replacement of any base rock, subgrade geotextile or other soils required to be removed and disposed of due to hazardous spill.

Item (b) includes all work associated with establishing construction access to perform all work shown in the Contract Drawings for this project, including but not limited to:

- Excavation, transporting and disposal of existing soils.
- Providing and installing all materials required by the Contract Drawings or as otherwise necessary to support necessary equipment to perform the work.
- Removal of all installed materials not stated to remain in the Contract Drawings.
- Restoring of ground to original grades as required by the Engineer.

**SECTION 00331 – SUBGRADE STABILIZATION**

*Comply with Section 00331 of the Standard Specifications.*

**SECTION 00350 – GEOSYNTHETIC INSTALLATION**

*Comply with Section 00350 of the Standard Specifications.*

*Add the following text to the following subsection:*

**00350.10 Materials –**

Provide manufacturer's certifications complying with 02320.10(c) for the following geosynthetic(s):

<b>Geotextile</b>	<b>Certification Level B</b>
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Subgrade..... X

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

**00350.80 Measurement –**

No measurement of quantities will be made.

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

**00350.90 Payment –**

Subgrade geotextile is incidental to other bid items.

**PART 00400 – DRAINAGE AND SEWERS**

**SECTION 00405 – TRENCH EXCAVATION, BEDDING AND BACKFILL**

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

*Add the following text to the following subsection:*

**00405.02 Definitions:**

**Boulder Removal from Trench or Pit** – The breaking up of a boulder within a trench or pit wall through the use of drilling or splitting. The use of drilling or splitting techniques may be used to split boulders that protrude into a trench or pit in such a manner that it prevents placement of shoring, placement and compaction of backfill or installation of piping. Splitting of boulders in this manner must be approved by the Engineer.

*Add the following subsection:*

**00405.41 Trench Excavation**

**(h) Geotechnical Engineer** – The contractor shall hire a Geotechnical Engineer for inspection of the trench foundation. At a minimum the Geotechnical Engineer shall inspect the trench foundation for P1, P2, P3, P7 and P9. The Geotechnical Engineer's recommendation as to whether overexcavation of trench is required will be based upon a trench dewatered in accordance with the Geotechnical Evaluation by Ash Creek Associates in Division 5 of the Bid Booklet.

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

**00405.12 Bedding** – Bedding material shall be 3/4"-0" dense graded aggregate, meeting the requirements of Section 00641.

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

**00405.13 Pipe Zone Material** – Pipe zone material shall be 3/4"-0" dense graded aggregate, meeting the requirements of Section 00641.

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

#### **00405.14 Trench Backfill**

- (a) **Class B Backfill** – Class “B” backfill material shall be 3/4”-0” dense graded aggregate, meeting the requirements of Section 00641.

*Add the following text to the following subsection:*

#### **00405.41(b) Open Trench Limit –**

Backfill trench and place temporary trench resurfacing material over the trench at the end of each work day up to the limits of backfill, until such time as the trench resurfacing is placed. Do not leave trench open at the end of each working day. Backfill trench to provide solid driving surface, or provide steel plates anchored with asphalt in traffic areas. Provide reflective cones and appropriate signing as required by Sections 00220 and 00225. Clean work area and roadway surrounding trench of any loose material or aggregate prior to leaving site at the end of each day.

*Add the following text to the following subsection:*

#### **00405.43 Dewatering –**

Dewatering shall be in compliance with the recommendations of the Geotechnical Evaluation by Ash Creek Associates in Division 5 of the Bid Booklet.

Dewatering to a deeper depth than required for standard trench bedding excavation, due to overexcavation of trench bottom occurring from poor trench foundation conditions, shall be incidental.

Dewatering shall be in compliance with DEQ erosion and sediment control requirements.

*Add the following text to the following subsection:*

#### **00405.44 Trench Foundation –**

Trench Foundation shall be installed in compliance with the detail in the Contract Drawings.

*Delete the following subsection and replace with the following:*

**00405.82 Trench Foundation** – The quantities of unsuitable trench foundation will be measured on a length basis. Length will be the horizontal distance measured along the centerline of the pipe. Manholes needing additional foundation will be paid for on a length basis with the length being 2 times the outside diameter of the manhole.

*Add the following subsection:*

**00405.83 Dewatering** – No measurement will be made for dewatering.

*Add the following subsection:*

**00405.84 Boulder Removal from Trench or Pit** – The quantity of Boulder Removal from Trench or Pit shall be paid for by the hour or portion thereof. Time shall begin at the commencement of drilling or splitting of the boulder and will stop when drilling or splitting of the boulder operations cease.

Modify the text of the following subsection as follows:

**00405.90 Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(c) Trench Foundation.....	<del>Ton or Cubic Yard</del> Foot
(d) Dewatering.....	Lump Sum
(e) Boulder Removal from Trench or Pit.....	Hour

Item (c) will also include subgrade geotextile as shown in the Contract Drawings.

Item (d) will include dewatering wells, permits for dewatering wells, excavation, pumps, filter bags and any materials, labor or equipment necessary to perform dewatering to complete the work in the Contract Drawings and the Specifications.

Item (e) will include obtaining, installing and operating drilling equipment, removal of the split boulder portion and any materials, labor or equipment necessary to complete the work in the Contract Drawings and the Specifications.

~~Imported topsoil will be paid for according to 01040.90.~~

No separate or additional payment will be made for:

- trench excavation
- trench backfill
- saw cutting
- trench protection
- pipe bedding
- pipe zone material
- ~~dewatering~~
- Geotechnical Engineer
- Potholes
- Construction idle time due to boulder removal or dewatering operations
- Salvaged or imported topsoil

**SECTION 00412 - PIPE BURSTING**

**Description**

**00412.00 Scope** - This work is to rehabilitate existing sanitary sewers by bursting through existing pipe and replacing it with a new high density polyethylene (HDPE) pipe.

**00412.01 Definitions**

**Pipe Bursting** - Breaking of the host pipe and inserting a new HDPE pipe with an inside diameter equal to or larger than the inside diameter of the host pipe.

**Host Pipe** - The existing sewer main or service lateral to be subjected to the pipe bursting process. The host pipe material may be concrete (unreinforced or reinforced), vitrified clay, polyvinyl chloride (PVC), cast iron, ductile iron, steel, bituminized fiber pipe (Orangeburg pipe), PVC-lined concrete pipe or other pipe type.

## Materials

**00412.10 General** - The Contractor shall send submittal for the pipe and fittings, test samples of the butt fusion of each pipe size, shop drawings that identify the pipe bursting and HDPE insertion program.

**00412.11 Pipe** - The pipe shall be high molecular weight, high density polyethylene PE3408\3608 per ASTM D3350. Pipe shall be solid wall HDPE with a Dimensional Ratio (DR) of 17 and meeting the requirements of ASTM F714. The minimum ratio of orthogonal diameters prior to installation shall be 0.95. The diameter of the HDPE pipe shall conform to standard IPS sizing. Pipe color shall be black.

## Labor

**00412.30 Pipe Bursting Qualifications** - The pipe bursting contractor shall be a certified installer of the selected pipe bursting system. The contractor must be satisfactorily trained by the pipe bursting system manufacturer and certified in writing as such.

Pipe (bursting) insertion equipment shall be operated only by technicians who have a minimum of three (3) years experience in the installation of polyethylene pipe 12-inch in diameter or larger, using pipe bursting technology as specified herein. The technician's experience and references shall be documented in the HDPE pipe submittal.

**00412.31 Heat Fusion Welding Qualifications** - Polyethylene pipe joining shall be performed by personnel trained in the use of butt-fusion equipment by the specific manufacturer of fusion equipment and recommended methods for new pipe connections. Fusion operator shall have certification on the fusion machine being used for the project. Only factory certified \trained personnel that have accumulated a minimum of two (2) years of experience of butt fusion welding 16 inches or larger diameter HDPE pipe shall be allowed to perform HDPE fusion welding operations. The Contractor shall submit the welder's qualifications to the Engineer. The HDPE welding work experience submittal shall include as a minimum for each qualifying project: project title, length of pipe welded, size and classification of pipe, and name and phone number of the Owner's representative.

Personnel directly involved with installing the new pipe shall receive training in the proper methods for handling and installing the polyethylene pipe. Training shall be performed by a qualified and certified representative of the equipment and pipe manufacturer.

Fusion joining and other procedures necessary for correct assembly of the polyethylene pipe shall be done only by personnel trained in those skills to the satisfaction of the Engineer and the pipe supplier.

## Construction

**00412.40 General** – The Contractor shall have all bypass pumping and sewage diversions for the sewer line to be burst in place and operational prior to the bursting operation. See Section 00490.50 Sewage Bypass.

The Contractor shall excavate feed and pull pits as needed for pipe bursting operations.

**00412.41 Connection to Manholes** – The Contractor shall connect HDPE pipe to manholes using sand collars with an internal gasket. The sand collars shall be grouted into the manholes such that the invert elevation of the HDPE pipe matches the plan set.

**00412.42 Pipe Joining** - HDPE pipe lengths shall be assembled in the field with butt-fused joints in accordance with ASTM 2657 and the pipe manufacturer's written instructions.

Butt fused joint shall be true alignment and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. When cool, all weld beads shall then be removed from the inside surface such that the joint surfaces shall be smooth. The fused joint shall be watertight and shall have tensile strength equal to that of the pipe. All joints shall be subject to acceptance by the Engineer prior to installation. All defective joints shall be cut out and replaced at no cost to the City. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling, as determined by the Engineer, shall be discarded and prohibited from use.

Terminal sections of pipe that are joined within the insertion pit shall be connected with a full circle pipe repair clamp approved by the Engineer. The butt gap between pipe ends shall not exceed one-half (1/2) inch.

Butt fusion welding of joints in the trench shall not be allowed without the approval of the Engineer.

All fusion joints shall follow the welding procedures set forth by the pipe manufacturer.

Data logging of fusion joints shall be used on all welds and be submitted for review and documentation.

No non-standard and or non-proven equipment or techniques shall be used to install and fuse the HDPE pipe.

**00412.43 Pipe Installation** – Install new HDPE pipe by utilizing a bursting tool designed and manufactured to force its way through the existing pipe material by fragmenting the host pipe and compressing the host pipe sections into the surrounding soil as it progresses. The bursting unit can be either pneumatic or static. The bursting unit shall generate sufficient force to burst and compact the existing pipeline. The bursting unit shall be selected in accordance with the manufacturer's recommendation to meet the project requirements for the type and size of host pipe being burst and upsized.

If the Contractor decides to change the pipe bursting system after the Bid Opening, there will be no increase in the Contract unit price. Project delay due to changing pipe bursting system shall not be a cause for delay claims by the Contractor.

All equipment and operations shall comply with applicable noise ordinances and requirements.

After installation of the HDPE pipe to the proper line and grade, the remaining construction operations may proceed. If any new pipe installation is not to proper line and grade, the new pipe shall be removed and replaced at no additional cost to the Owner.

The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of

service lines, sealing of annulus or backfilling of the insertion pit. Sufficient excess length of new pipe, but not less than four (4) inches, shall be allowed to protrude into the manhole to provide for such occurrence.

Following the relaxation period, the annular space may be sealed. Sealing shall be made with material approved by the Engineer and shall extend a minimum of eight (8) inches into the manhole wall in such a manner as to form a smooth, uniform, watertight joint.

When connecting to a new manhole, cut the pipe to the proper length. Kor-N-Seal type boot shall be used to connect new pipe to new manholes. A channel shall be constructed within the manhole.

When connecting to an existing manhole, cut the pipe to the proper length. Install cast in place sand collar connection.

### **Finishing, Clean up and Testing**

**00412.70 Cleaning** – Prior to internal testing of the pipe, the Contractor shall ball and flush and clean all parts of the system by removing all accumulated construction debris, rocks, gravel, sand, silt, and other foreign material from the pipe.

**00412.71 Testing and Inspection** – After completing installation of the HDPE pipe, the Contractor shall conduct a low pressure air test complying with Clean Water Services Construction Standards, and an internal video inspection complying with Section 00445.74.

Any sag found in the new pipe installed by pipe bursting that did not exist before installation of the new pipe shall be eliminated to the satisfaction of the Engineer at no additional cost to the City.

### **Measurement**

**00412.80 Measurement** - The measurement of quantities will be on a length basis measured, with no deductions for fittings, along the pipe flow line.

### **Payment**

**00412.90 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:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) 18-Inch O.D. Pipe Burst.....	Foot

Payment will be payment in full for all excavation of feed and pull pits, shoring, shoring, backfill, surface restoration for pits, and cleaning and testing and for all materials, labor, equipment and incidentals necessary to complete the work.

If the pipe burst head separates from the HDPE pipe, there will be no additional payment for any work involving reinstallation of the burst head to the pipe.

There will be no payment for any work or construction idle time due to issues with trench stability, soil strengths or issues with groundwater during pipe bursting operations.

Removal of manholes and video inspection are paid under a separate bid items.

## SECTION 00440 – COMMERCIAL GRADE CONCRETE

*Comply with Section 440 of the Standard Specifications.*

## SECTION 00442 – CONTROLLED LOW STRENGTH MATERIALS

*Comply with Section 442 of the Standard Specifications.*

## SECTION 00445 – SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

*Comply with Section 00445 of the Standard Specifications modified as follows:*

*Modify the text in the following subsection as noted:*

**00445.74 Video Inspection of Sanitary and Storm Sewers** - ~~After laying and joining sanitary and storm sewer pipe installations from 6 inches to 72 inches in diameter, including backfill and compaction of trenches, but before any finish surfacing or final paving, conduct a video inspection and make a written report of all sanitary sewer pipes and storm sewer pipes.~~

Prior to acceptance, all new public sanitary sewer lines shall be thoroughly cleaned, mandrelled and TV scanned by the contractor in accordance with the City's and CWS requirements for such work. Such work shall be performed by the contractor after trench has been backfilled and compacted to finish grade. The cost of cleaning and mandell testing is incidental.

Additional testing of sanitary manholes and pipes (hydrostatic, vacuum, air pressure) shall be conducted by the contractor according to CWS standards, Chapter 8. The cost of testing is incidental.

Any additional Video Inspection required due to pipes not passing inspection, shall be performed at the contractor's expense.

*Add the following subsection:*

**445.76 Cleaning of Sanitary and Storm Facilities** – All sanitary piping and manholes shall be cleaned and free of sediments, debris and obstructions prior to final acceptance. Any sediments, debris and obstructions entering existing catch basins, storm piping, storm manholes, ditches and water quality facilities, as determined by the Engineer, shall be cleaned by the contractor. The cost of cleaning is incidental.

*Remove the following text in the following subsection:*

### **00445.80 Measurement –**

**(j) Video Inspection** - The quantities of video inspection will be measured on the length basis, to the nearest foot, The length will be measured, with no deduction for ~~structures or fittings, along the pipe flow line from center to center of manholes, inlets, special sections, or the ends of pipe, whichever is applicable.~~ Pipes with sloped ends will be measured from the top of the sloped end section.

*Remove the following text in the following subsection and replace as follows:*

**Construction**

**00445.40 General –**

**(b) Line and Grade** - ~~Centerline and grade control will be established prior to the start of construction. The Special Provisions will indicate whether it will be done by the Agency or the Contractor.~~ Centerline and grade of piping shall be as established in the plans to be established in the field through staking by the contractor's surveyor.

*Delete the following text of the following subsection:*

**00445.80 Measurement –**

**(a) Pipes –**

- **Length** - The length will be measured, with no deduction for ~~structures or fittings, along the pipe flow line from center to center of manholes, inlets, special sections, or the ends of pipe,~~ **whichever is applicable**

*Add the following pay items and bulleted items to the following subsection as follows:*

**00445.91 Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(n) 12-Inch,PVC, ASTM 3034, SDR 35 Pipe.....	Foot
(o) 15-Inch,PVC, ASTM 3034, SDR 35 Pipe.....	Foot
(p) 15-Inch,PVC, ASTM 3034, C-905 Pipe.....	Foot

No separate or additional payment will be made for:

- Trench stabilization
- Securing existing utilities to perform trench excavation, pipe installation and trench bedding and backfill

**SECTION 00470 – MANHOLES, CATCH BASINS, AND INLETS**

*Comply with section 00470 of the Standard Specifications modified as follows:*

*Add the following subsection:*

**00470.02 – Inside Drop** – This work consists of constructing inside drops in accordance with the details shown in the Contract Drawings.

*Add the following text to the following subsection:*

**00470.40 General:**

**(b) Pipe Connections –**

Confirm elevations of connections to existing system prior to ordering of materials. If elevation is more than 0.1 foot different than surveyed elevation on plans, contact engineer with elevation results for review.

*Add the following pay items and bulleted item to the following subsection:*

**00470.90 Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(l) Inside Drop.....	Each

No separate or additional payment will be made for:

- Pipe stubs

**SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES**

*Comply with Section 00490 of the Standard Specifications modified as follow:  
Add the following subsection:*

**00490.02 Connection to Existing Manhole** – This work consists of any work necessary to connect a new sewer main to an existing manhole.

**00490.03 Rechanel Existing Manhole** – This work consists of any work necessary to remove existing channel, as necessary, and create a smooth flowing channel matching the new pipe connected to the manhole.

**00490.04 Reconnect Existing Sewer Lateral** – This work consists of any work necessary to connect the new lateral to the existing lateral, including furnishing and installing cleanouts as shown on the plans.

**00490.05 Reconnect Existing Sewer Main** - This work consists of any work necessary to connect the existing sewer main into the new sewer facilities.

*Add the following text to the following subsection:*

**00490.40 General –**

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

*Add the following subsection:*

**00490.50 Sanitary Bypass Facilities**

- (a) The Contractor shall submit a "Sanitary Sewer Diversion Plan" to the Engineer prior to the start of construction. The Sanitary Sewer Diversion Plan shall describe the Contractor's proposed method of managing and conveying all flows during all phases of construction. The plan shall contain, at a minimum, a plan view of the diversion facilities on a site map, and the individual components including but not limited to: pump types, size and placement; diversion pipe size, type, and placement above and below ground, power supplies, method of damming the flow, and redundancy.
- (b) When necessary, the flow shall be diverted by pumping to the next downstream manhole. The Contractor shall provide pumps of appropriate capacity to meet actual flow conditions.

and piping to divert flow to downstream sewer lines. All sewage diversion piping shall be leak proof. Surface restoration that is required for installing sewage diversion piping and other appurtenances is incidental to the sewage by-pass item and shall meet the Contract requirements. Contractor shall have a back-up pump of equal capacity on-site at all time during pumping operations in case of pump failure.

- (c) Bypass pumps shall include noise attenuation system. Generators must meet or exceed requirements imposed by local noise ordinances. If necessary, the Contractor shall use sound baffles and temporary sound walls to deflect sound from generators and pumps away from residential areas.
- (d) Diversion of all sewage flow shall be maintained at all times. A qualified operator who is capable of emergency repairs or able to mobilize forces to handle power, pump, or other problems shall be on site near the pumping system at all times. The Contractor shall be responsible for continuity of flow and uninterrupted sewer service to each facility connected to the sewer during the execution of the work. All pipe connections shall be water-tight.
- (e) The Contractor shall incorporate redundant pumps and power supplies and have personnel on site to monitor pumped flow diversion system continuously. Personnel monitoring the pumped diversion must also be capable of starting backup system capable of handling diversion flows. Back-up power sources and pumps shall have the same capacity as the primary pumping equipment.
- (f) Leaking pipes and pumps shall be replaced or repaired immediately. Sewage spills shall be cleaned up immediately. The Contractor shall have sufficient equipment and materials at the work site to immediately cease, contain and clean up any sewage release that occurs during diversion operations. The Contractor shall be responsible for all fines, cleanup, repair, property damage costs and other claim costs resulting from sewage release, including sewage entrance into buildings.
- (g) No sewer diversion operation may proceed unless the Contractor has the following items at the work site:
  - (1) Dry granular lime, and/or a 10% bleach solution, of sufficient quantities as determined by the Engineer, to be spread on any sewage release (defined as sewage being backed up or discharged to any unintended place or causing a threat to public health or safety) as a disinfectant. Disinfectants may not be directly applied to any surface waters, streams, creeks, wetlands or other natural or manmade surface water conveyance facilities when water is present.
  - (2) Equipment to secure the area of sewerage release and isolate the public from accessing the release site. As a minimum, include barricades and caution tape.
  - (3) The equipment and materials on hand to stop the release and repair the failed item.
  - (4) Equipment and materials to clean and disinfect the site, rake up solid debris, and to dispose of material properly.
- (h) Immediately notify the City and the Oregon Emergency Response System (OERS) at 1-800-452-0311, if the spill is directly into any water body of the State, and provide the following information:
  - (1) Release site.

- (2) Date and time release started and stopped if known.
- (3) Release flow rate and estimate of volume.
- (4) Receiving stream or watercourse.
- (5) Action taken to stop release.
- (6) Cause of release.
- (7) Clean-up actions

*Add the following text to the following subsection:*

**00490.80 – Measurement –**

There will be no measurement for “Sanitary Bypass Facilities”

*Add the following pay item to the following subsection:*

**00490.90 – Payment –**

- (i) Sanitary Bypass Facilities ..... Lump Sum
- (j) Connection to Existing Manhole..... Each
- (k) Rechannel Manhole Base..... Each
- (l) Reconnect Existing Sewer Manhole.... Each
- (m) Reconnect Existing Sewer Lateral ..... Each
- (n) Reconnect Existing Sewer Main..... Each

Item (j) consists of all materials, equipment, labor and incidentals necessary to maintain existing sanitary sewer service to all sanitary mains and laterals during construction of the new sanitary sewer improvements shown in the Contract Drawings as defined in the Specifications.

**SECTION 00495 – TRENCH RESURFACING**

*Comply with Section 00495 of the Standard Specifications modified as follow:*

*Add the following subsection:*

**00495.40 General –**

- (l) **Driveway Restoration** – Consist of all work necessary to remove and re-establish driveways back to their existing condition or better in compliance with the Contract Drawings. Any public concrete driveway/sidewalk removed within Washington County right-of-way shall be replaced in compliance with Washington County Standards.

*Add the following text to the following subsection:*

**00495.80 – Measurement –**

There will be no measurement for “Driveway Restoration”

*Add the following text to the following subsection:*

**00495.90 – Payment –**

The accepted quantities for “Driveway Restoration” will be paid for as a Lump Sum.

Payment will be payment in full for all excavation, saw cuts, installing and compacting of aggregate, installing and compacting of asphalt, installing concrete and for all materials, labor, equipment and incidentals necessary to complete the work. There will be no additional or separate payment for any driveway work in addition to the driveway work shown in the Contract Drawings.

**PART 00600 – BASES**

**SECTION 00641 – AGGREGATE SUBBASE, BASE AND SHOULDERS**

*Comply with Section 00641 of the Standard Specification.*

**PART 00700 – WEARING SURFACES**

**SECTION 00730 – EMULSIFIED ASPHALT TACK COAT**

*Comply with Section 00730 of the Standard Specifications.*

**SECTION 00744 – MINOR HOT MIXED ASPHALT CONCRETE (MHMAC) PAVEMENT**

*Comply with Section 00744 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection:*

**00744.02 Definitions:**

**Lot Size** - A lot is the total quantity of material or work produced per JMF per project. The following circumstances will require a different lot:

- A new JMF is used.
- The method for measuring compaction is changed.
- A change from one test procedure for measuring asphalt content to another test procedure for measuring asphalt content occurs.

The Engineer may allow material for irregular areas not completed during the main paving operations, such as driveways or guardrail flares to be evaluated as a separate lot.

**Sublot Size** - A sublot is 1,000 tons of MHMAC, or the amount of MHMAC placed in a day if less than 1,000 tons is placed.

*Modify the following text of the following subsection as noted:*

**00744.10 Aggregate**

**(c) Fractured Faces** - Provide crushed aggregate with not less than the minimum number of fractured faces as determined by ~~AASHTO TP 64~~ T 335 as follows:

*Modify the following text of the following subsection as noted:*

**(f) Fine Aggregate** - Produce fine aggregate from crushed rock or other inert material of

similar  
characteristics.

Blend sand is allowed for Levels 1, 2, and 3 mixes. Do not blend more than 10% by weight of 6% natural or uncrushed blend sand into the total fine aggregate unless approved. Provide a means of verifying and documenting the amount of blend sand added to the aggregate.

*Delete the following text in the following subsection as noted:*

**00744.11 Asphalt Cement and Additives** - Furnish the following:

**(a) Asphalt Cement** - Use ~~PG 64-22 or~~ PG 70-22 asphalt unless otherwise specified in the Contract documents. Provide asphalt cement conforming to the requirement of ODOT's publication "Standard Specifications for Asphalt Materials". Copies of the publication are available from ODOT's Pavement Services Engineer. The applicable specifications are those contained in the current publication on the date the Project is advertised.

~~Testing of the asphalt cement used on this Project will be at the discretion and expense of the Agency.~~

~~Asphalt in RAP material, when blended with new asphalt shall provide properties similar to the above specified asphalt. When RAP material is used at a rate of less than 15%, no adjustment to the new asphalt will be required. When utilizing RAP at a rate at or above 15%, the combined RAP and new asphalt shall provide blended properties equivalent to the specified grade. Determine the blended properties according to ASTM D 4887. Determine asphalt cement properties for the RAP material from asphalt cement recovered from the RAP according to AASHTO T 170.~~

*Replace the following text of the following subsection as noted:*

**00744.13 Job Mix Formula (JMF) Requirements** - ~~Provide a JMF for the Project meeting the following criteria and that was either developed or verified within three years of the date the Contract was advertised:~~

Do not begin production of MHMAC for use on the Project until the JMF is reviewed by the Engineer and written consent is provided to proceed. A new JMF is required if the asphalt cement grade, additives, or the source of the aggregate changes during production. Provide a JMF for the Project meeting the following criteria:

*Add the following text to the following subsection:*

For dense graded Level 3 wearing course mixes, the mix design submittal shall include the results of the performance testing as outlined in the latest ODOT Contractor Mix Design Guidelines for Asphalt Concrete.

*Delete the following text from the following subsection as noted:*

**00744.14 Tolerances and Limits**

<b>Constituent of Mixture</b>	<b>MHMAC All Types</b>
Asphalt Cement - ODOT TM 321 (Cold Feed/Meter)	JMF ± 0.20%
Asphalt Cement - AASHTO T 308 (Ignition) <del>and ODOT TM 323</del>	JMF ± 0.50%
RAP Content - ODOT TM 321	JMF ± 2.0%
Moisture content at time of discharge from the mixing plant - WAQTC TM 6	0.80% max.

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

**00744.16 MHMAC Acceptance** - For each 1,000 tons of placement, a CAT-1 shall perform a minimum of one of each of the following test methods as modified in the MFTP:

- Asphalt Content (AASHTO T 308 with ODOT TM 323 determined Calibration Factor)
- Gradation (AASHTO T 30)
- Mix Moisture (AASHTO T 329)
- Maximum Specific Gravity (AASHTO T 209)

When less than 1,000 tons of mix is placed in a day, perform a minimum of one series of tests per day. Provide test results to the Engineer by the middle of the following work shift.

Provide split samples for Verification and Independent Assurance testing to the Engineer when requested.

For each subplot, sample and submit to the Engineer the asphalt cement according to AASHTO T 40 and Section 4(C) of the MFTP for compliance testing by ODOT Central Materials Laboratory.

*Add the following subsection:*

**00744.17 Small Quantity Acceptance** - When less than three test results are obtained on a project, the MHMAC will be accepted according to the following:

**(a) Within Specification Limits** - If all subplot sample test results are within specification limits for all constituents (including compaction) the material will be accepted and the full bid price will be paid for the material represented by that test.

**(b) Outside Specification Limits** - If a subplot sample test result for any constituent is outside the specification limit the Engineer will have the backup sample tested.

**(1) Backup Within Specifications** - If the backup sample test results for all constituents are within specification, the material will be accepted and the full bid price will be paid for the material represented by that test.

**(2) Backup Out of Specifications** - If the backup sample test results are out of specification, the Contractor may choose to accept the price adjustment calculated according to 00744.95 or may choose to sample the in-place material for further testing. The price adjustments will be computed using all original test results as well as all backup test results. (If there are less than three tests, average the two tests you have and use the average as the third test result). In no case will the composite pay factor (CPF) be greater than 1.0.

**(3) In-Place Samples** - If the in-place material is sampled, the Engineer will select and sample from three random locations from the area represented by the lot in question. Those samples will be tested and if found to be within specification the material will be accepted and paid for at the full bid price. If the material proves to be outside of the specification limits, the material will be accepted and paid for at an adjusted price according to 00744.95. In no case will the CPF be above 1.0.

*Add the following text to the following subsection:*

#### **00744.44 Tack Coat**

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

*Add the following subsection:*

**00744.48 Hauling, Depositing, and Placing** - Haul, deposit, and place MHMAC as follows:

**(a) Hauling** - Cover MHMAC if rain or cold air temperatures are encountered any time between loading and placement.

MHMAC will be rejected before placing if one or more of the following is found:

- Below specified placing temperature limit
- Slumping or separating
- Solidifying or crusting
- Absorbing moisture

Dispose of rejected loads at no additional cost to the Agency.

Deliver the mixture to the paving machine at a rate that provides continuous operation of the paving machine, except for unavoidable delay or breakdown. If excessive stopping of the paving machine occurs during paving operations, the Engineer may suspend paving operations until the mixture delivery rate matches the paving machine operation.

**(b) Depositing** - Deposit MHMAC from the hauling vehicles so segregation is prevented.

When MHMAC is windrowed, the pick-up equipment shall:

Pick up substantially all of the MHMAC deposited on the roadway.

Be self-supporting, not exerting any vertical load on the paving machine, or causing vibrations or other motions which could have a harmful effect on the riding quality of the completed pavement.

**(c) Placing** - Alternative equipment and means may be allowed by the Engineer if the use of a paver is impractical.

Do not place MHMAC during rain or other adverse weather conditions, unless allowed by the Engineer. MHMAC in transit at the time adverse conditions occur may be placed if:

It has been covered during transit.

The MHMAC temperature is satisfactory.

It is placed on a foundation free from pools or flow of water.

All other requirements are met.

When leveling irregular surfaces and raising low areas, do not exceed 2 inches actual compacted thickness of any one lift, except the actual compacted thickness of intermittent areas of 1,000 square feet or less may exceed 2 inches, but not more than 4 inches. This may require portions of the mixture to be laid in two or more lifts.

Place the mixture in the number of lifts and courses, and to the compacted thickness for each lift and course, as shown. Place each course in one lift unless otherwise specified. Do not exceed a compacted thickness of 4 inches for any lift. Limit the minimum lift thickness to twice the maximum aggregate size in the mix.

Do not intermingle MHMAC produced from more than one JMF. Each base course panel placed during a working shift shall conform to a single JMF. The wearing course shall conform to a single JMF.

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

**00744.49 Compaction** - Immediately after the MHMAC has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly with rollers meeting the requirements of 00744.24 until compacted to a minimum of 92% of Rice theoretical maximum density per AASHTO T209. Perform finish rolling and continue until all roller marks are eliminated. Determine the density of each subplot by averaging five QC tests performed at random locations by a CDT with the nuclear gauge operated in the backscatter mode according to WAQTC TM 8. When less than three subplot test results are obtained on a project, the MHMAC will be accepted according to 00744.17. Perform a minimum of one subplot density test per day. The Engineer may waive or reduce the number of compaction tests upon written notice.

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

**00744.80 Measurement** – There will be no measurement of quantities.

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

**00744.90 Payment** – Minor Hot Mixed Asphalt Concrete is incidental to other bid items.

## **SECTION 00746 – CRACK SEALING FLEXIBLE PAVEMENTS**

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

*Modify the following text from the following subsection as noted:*

**0746.00 Scope** - This work consists of repairing and resealing cracks in flexible pavements at ~~locations designated by the Engineer.~~ locations of saw cuts where the new pavement meets the existing pavement.

*Modify the text from the following subsection as noted:*

**00746.10 Sealants –**

Furnish hot-poured sealants of the type intended for use in sealing cracks in asphalt concrete pavement that meet the requirements of ~~ASTM D 6699~~ 02440.30.

**SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

*Comply with Section 00759 of the Standard Specifications:*

**PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL**

**SECTION 01030 – SEEDING**

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

*Add the following text to the following subsection:*

**01030.13(f) Types of Seed Mixes –**

The Permanent Seeding mixture shall consist of the following:

- 20% Delaware Dwarf Perennial Ryegrass
- 20% Nobility Perennial Ryegrass
- 30% Silhouette Chewings Fescue
- 30% Badger Creeping Red Fescue

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

Wetland Seeding mixture shall consist of the following:

- 15% Spike Bentgrass
- 15% Tufted Hairgrass
- 55% Meadow Barley
- 15% Soft Rush

The application rate shall be 43lbs/acre for this mixture.

Riparian Seeding mixture shall consist of the following:

- 20% Yarrow
- 40% Native California Brome
- 40% Blue Wildrye

The application rate shall be 28lbs/acre for this mixture.

*Add the following text to the following subsection:*

**01030.15 Mulch**

**(b) Straw Mulch**

Straw mulch shall be installed in all non paved/graveled areas that have not received other forms of mulching.

**(d) Bark Mulch**

Provide bark mulch according to 01040.20(a).

Bark mulch shall be installed with a 1" thickness in the landscaping areas between the back of sidewalk and fence from Sta. 29+00 – Sta. 31+90 and Sta. 32+75 – Sta. 35+90.

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

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

*Modify the following subsection as follows:*

**01030.90 Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(d) Permanent Seeding.....	<del>Acre</del> Lump Sum
(e) Wetland Seeding.....	<del>Acre</del> Lump Sum
(m) Mulching.....	<del>Acre</del> Lump Sum
(n) Riparian Seeding .....	Lump Sum

**SECTION 01040 – PLANTING**

*Comply with Section 01040 of the Standard Specifications modified as follows.*

*Add the following subsection:*

**01040.19 Plants:**

**(i) Plant and Tree Size** – Shrubs shall be of the size called for in the Contract Drawings.

Tree caliper will be measured 6" above the root ball. Tree height shall be measured from the top of the root ball.

*Add the following subsection:*

**01040.57 – Transplanting Existing Shrubs** – Existing shrubs in conflict with the work shall be excavated, stored, maintained and replanted back in their original location. Any shrub that dies or is not considered successfully re-established shall be removed and replaced at the contractor's expense.

*Modify the following text of the following subsection:*

**Plant Establishment**

**01040.70 General** - The Contractor is responsible for the survival of all trees and plant material, whether new or transplanted, until the end of the 2-year plant establishment period, September 30, 2015 or until final re-inspection and approval has been granted, whichever is later. The plant establishment period will begin when Final Acceptance of the project has been granted. The original planting is considered complete when all the plant material has

been planted to the satisfaction of the Agency.

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

**01040.72 Periodic Inspections -**

Upon completion of the original planting, full payment will be made of the bid item for all plantings shown on plans. Payment for the amount of the Bid Price in the Bid Schedule or minimum price per pay item name, whichever is greater, will be withheld for the 2-year plant establishment period. If the bidder bids a unit price less than the price stated in the Pay Item Name, the minimum price as stated in the Pay Item Name will replace the bidder's unit price with the Bid Total being changed accordingly. Bids submitted with amounts lower than the minimum bid price will not disqualify the bid.

There shall be four plant inspections during the 2-year plant establishment period. One in early May and one in mid-September of each 2014 and 2015. Each inspection shall consist of the following items:

- (a) Initial Inspection
- (b) Corrective Repairs
- (c) Re-Inspection and Approval by City

During each plant establishment inspection, the Agency may determine, based upon the specified success criteria, that corrective repairs is required. If so, the Agency will provide the Contractor with a written notice of required corrective work sent by hand-delivery, mail or email.

One-quarter of the total bid item amount will be released at the end of each completed inspection consisting of items (a), (b), and (c) as noted above.

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

**01040.80 Measurement** – The quantities of Tree, Douglas Fir, 6-Foot, Tree, Sweetgum, 2” Caliper, Tree, Vegetation Corridor, 2 Gal. and Shrubs shall be measured on the unit basis.

There will be no measurement of quantities for Transplanting Existing Shrubs or Plant Establishment, 2-Year.

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

**01040.90 Payment –  
(d) Plant Materials -**

<b>Pay Item</b>	<b>Unit of Measurement</b>
Tree, Douglas Fir, 6-Foot.....	Each
Tree, Sweetgum, 2-Inch Caliper.....	Each
Tree, Vegetation Corridor, 2 Gal.....	Each
Transplanting Existing Shrubs.....	Lump Sum
Shrubs.....	Each
Plant Establishment, 2-Year, \$5,000 Min...	Lump Sum

Tree, Vegetation, Corridor, 2 Gal. and Shrubs shall be of the type and size specified in the

Contract Drawings.

Plant Establishment, 2-Year, \$5,000 Min. will be paid as noted in 01040.72.

**SECTION 01050 – FENCING**

*Comply with Section 01050 of the Standard Specifications.*

**PART 02000 – MATERIALS**

**SECTION 02001 – CONCRETE**

*Comply with Section 02001 of the Standard Specifications.*

**SECTION 02010 – PORTLAND CEMENT**

*Comply with Section 02010 of the Standard Specifications.*

**SECTION 02020 – WATER**

*Comply with Section 02020 of the Standard Specifications.*

**SECTION 02030 – MODIFIERS**

*Comply with Section 02030 of the Standard Specifications modified as follows:*

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

**02030.10 Fly Ash** - Furnish Class C, Class F, or Class N fly ash from the QPL and meeting the requirements of AASHTO M 295 (ASTM C 618).

**SECTION 02040 – CHEMICAL ADMIXTURES**

*Comply with Section 02040 of the Standard Specifications.*

**SECTION 02050 – CURING MATERIALS**

*Comply with Section 02050 of the Standard Specifications modified as follows.*

*Modify the text of the following subsection as noted:*

**02050.10 Liquid Compounds** - Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ~~AASHTO M 148~~ ASTM C 309, except that testing will be done according to ODOT TM 721. The specified drying time requirement will be waived. The test application rate shall be 1 gallon per 200 square feet.

All compounds shall be class A. Solvent-based compounds shall be Type 1-D.

Before using liquid compounds, submit one quart samples of each lot for testing except samples are not required for commercial grade concrete applications unless the liquid compound is a conditionally approved product.

**SECTION 02080 – GROUT**

*Comply with Section 02080 of the Standard Specification.*

**SECTION 02320 – GEOSYNTHETICS**

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

*Delete the text in the following subsection as noted:*

**02320.10 Acceptance**

- (1) **Geotextiles** – Furnish ~~woven or~~ non-woven geotextiles meeting the following requirements:

*Delete the table from the following subsection and replace with the following:*

**02320.20 Geotextile Property Values**

**Table 02320-4 Geotextile Property Values for Subgrade Geotextile (Separation)**

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
Sewn Seam Strength (minimum)	D 4632	lb	162	102
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

**SECTION 02410 – CONCRETE AND PLASTIC PIPE**

*Comply with Section 02410 of the Standard Specifications.*

**SECTION 02440 – JOINT MATERIALS**

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

*Delete the following text from the following subsection:*

**02440.10 Prefomed Joint Fillers for Concrete** – Furnish prefomed joint fillers for concrete from the QPL conforming to the requirements of AASHTO M 153 or AASHTO M 213. ~~Fillers conforming to AASHTO M 213, except the binder, if other than bituminous material, may be used provided they otherwise meet this Specification and they have been demonstrated to be rot and vermin proof for a period of at least five years. Unless otherwise specified or indicated, the Contractor may elect to furnish either type specified in this subsection.~~

## **SECTION 02450 – MANHOLE AND INLET MATERIALS**

*Comply with Section 02450 of the Standard Specifications.*

## **SECTION 02510 – REINFORCEMENT**

*Comply with Section 02510 of the Standard Specifications modified as follows:*

*Delete the following text in the following subsection as noted:*

**02510.10 Deformed Bar Reinforcement** - Deformed bar reinforcement shall conform to the requirements of ASTM A 706 or AASHTO M 31 (ASTM A 615). Unless otherwise specified or shown, all reinforcing bars shall be ~~Grade 420~~ (Grade 60).

## **SECTION 02515 – PRESTRESSING REINFORCEMENT**

*Comply with Section 02515 of the Standard Specifications.*

## **SECTION 02560 – FASTENERS**

*Comply with Section 02560 of the Standard Specifications modified as follows:*

*Remove the following subsection and replace with the following:*

### **02560.70 Lubricating Fasteners –**

Furnish all galvanized and coated fasteners with a factory applied commercial water-soluble wax that contains a visible dye of a color that contrasts with the color of galvanizing or coating. Black fasteners shall be "oily" to the touch when installed.

Field lubricate galvanized bolts in tapped holes, galvanized anchor rods, and galvanized tie rods with a lubricant from the QPL. Apply lubricant to threads and to bearing surfaces that will turn during installation.

Protect fasteners from dirt and moisture at the job site. Clean, relubricate with a lubricant from the QPL, and retest fasteners that do not pass the field rotational capacity test. Obtain the Manufacturer's approval before relubricating tension control fasteners that are designed to automatically provide the tension.

Coat the outer surface of the collar in lock-pin and collar fasteners with an approved Manufacturer lubricant.

## **SECTION 02630 – BASE AGGREGATE**

Comply with Section 02630 of the Standard Specifications modified as follows:

Add the following sieve size and note to the table in the following subsection:

**02630.10 Dense-Graded Aggregate:**

(a) Grading –

**Table 02630-1**

Sieve Size	Grading Requirements for Dense-Graded Aggregate			
	2 1/2" - 0	Separated Sizes 2" - 0	1 1/2" - 0	1" - 0
3/4" - 0				
	Percent Passing (by Weight)			
No. 4*	-	-	-	-

\* Report percent passing sieve when no grading requirements are listed

Modify the text of the following subsection as noted:

**(b) Fracture Of Rounded Rock** - Fracture of rounded rock shall be determined according to ~~AASHTO TP 64~~ AASHTO T 335. Provide at least one fractured face based on the following percentage of particles retained on the 1/4 inch sieve for the designated size:

Modify the text of the following subsection as noted:

**02630.11 Open Graded Aggregate**

**(b) Fracture of Rounded Rock** - Fracture of rounded rock shall be determined according to ~~AASHTO TP 64~~ AASHTO T 335. Open-graded aggregate fracture requirements shall conform to the following:

**SECTION 02690 – PCC AGGREGATES**

Comply with Section 02690 of the Standard Specifications modified as follows:

Modify the text of the following subsection as noted:

**02690.20 Coarse Aggregate:**

**(e) PCC Paving Aggregate** - In addition to requirements above, comply with the following:

**(1) Fracture** - Provide aggregate with at least two fractured faces on at least 50% of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by ~~AASHTO TP 64~~ AASHTO T 335.

**PART 03000 – AGENCY REQUIREMENTS**

**SECTION 03010 – BONNEVILLE POWER ADMINISTRATION**

**03010.00 Scope** – All construction for this project shall adhere to the agreements between the U.S. Department of Energy and the City of Sherwood as included in Division Five – Supplemental Information.

**03010.80 Measurement** – There will be no measurement for work under this Section.

**0310.90 Payment** – There will be no payment for work under this Section.

#### **SECTION 03020 – KINDER MORGAN ENERGY**

**03020.00 Scope** – All construction for this project shall adhere to the letter and attachments as noted in the Kinder Morgan letter dated December 28, 2012 as included in Division Five – Supplemental Information.

The contractor will be required to pay for the Kinder Morgan Inspector to be at the preconstruction meeting and onsite for inspection as noted in Division Five and on the Contract Drawings.

**03020.80 Measurement** – There will be no measurement for work under this Section.

**0320.90 Payment** - There will be no payment for work under this Section.

#### **SECTION 03030 – RAILROAD REQUIREMENTS**

**03030.00 Scope** – All construction for this project shall adhere to the conditions of the Railroad Permit.

**03030.10 Agency Requirements** – If tracks removal becomes necessary, all track and track foundation work will require a railroad certified contractor.

**03030.20 Coordination Requirements** – The contractor is required to contact Steve Durrell with Cascade Columbia Distribution to coordinate work near railroad spur with train schedule.

**03030.80 Measurement** – There will be no measurement for work under this Section.

**0330.90 Payment** - There will be no payment for work under this Section.

#### **SECTION 03040 – WASHINGTON COUNTY REQUIREMENTS**

**03040.00 Scope** – All construction for this project shall adhere to the Washington County Permit included in Division Five – Supplemental Information.

**03040.80 Measurement** – There will be no measurement for work under this Section.

**0340.90 Payment** - There will be no payment for work under this Section.

**Division Five**  
**Supplemental Information**

