



SW Arrow Street Extension Project

BID SET
April 2025



Project Number: 724
Bidding and General Requirements, Contract Forms,
Project Special Provisions and Contract Plans

Owner
City of Sherwood
Engineering Department
22560 SW Pine Street
Sherwood, OR 97140
(503) 925-2301

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Division One
Bidding Requirements

INVITATION TO BID
City of Sherwood
SW Arrow Street Extension

Sealed bids for furnishing all materials, equipment, labor, and services for the construction of the **SW Arrow Street Extension** 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 (local time) on Thursday, April 3, 2025**. Please title the envelope SW Arrow Street Extension. 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 97140. This project is subject to a pre-qualification process and only Asphalt Concrete Paving 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 (Local Time)**. 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 Asphalt Concrete Paving or Earthwork and Drainage 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 1, 2025 at 4:00 PM (Local Time)** for the Bidder's bid to be deemed responsive and to retain appeal rights.

A mandatory pre-bid meeting will be held at Sherwood City Hall Community Room, 22560 SW Pine Street, Sherwood, Oregon, 97140, **Tuesday at 2:00 PM (Local Time), March 25, 2025**.

Project Description

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

1. Asphalt grinding.
2. Asphalt concrete pavement placement.
3. Sidewalk ramp removal and replacement.
4. Catch basin (ditch inlet) installation.
5. Pavement marking.
6. Traffic control.
7. Other miscellaneous items for completion of work.
8. Engineer's Estimate (\$1,200,000 to \$1,350,000)

Bidding Documents and Contract Drawings are available for free download on the City's website, www.sherwoodoregon.gov, under the "Business and Development" pull down under "Bids and RFP's" and are acceptable for Bid Submittal

Other locations Bidding Documents December be examined:

- DJC Plan Center (Electronic only), 503-224-0624, Email: plancenter@djcoregon.com
- Plan Center Northwest, 503-650-0148, Email: brie@plancenternw.com
- Builders Exchange of Washington, Inc., 425.258.1303, Email: production@bxwa.com

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. 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.

Questions shall be submitted BY EMAIL ONLY to christensenc@sherwoodoregon.gov by **2:00 P.M. (local time) on Friday, March 28th, 2025**, six (6) days prior to bid opening to receive responses. A log of all questions received and answers provided via email will be memorialized via addendum no later than 72-hours prior to the Bid Opening date & time.

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.

BIDDER'S CHECKLIST

SW ARROW STREET EXTENSION

- 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:

SW Arrow Street Extension

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) 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
 SW ARROW STREET EXTENSION**

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
PART 00200 -- TEMPORARY FEATURES AND APPURTENANCES						
1	00210	Mobilization	LS	1		
2	00221	Temporary Work Zone Traffic Control, Complete	LS	1		
3	00280	Erosion Control	LS	1		
PART 00300 – ROADWORK						
4	00305	Construction Survey Work	LS	1		
5	00310	Removal of Structures and Obstructions	LS	1		
6	00310	Removal of Inlets	EA	1		
7	00310	Asphalt Pavement Saw Cutting	FT	650		
8	00320	Clearing and Grubbing	LS	1		
9	00330	General Excavation	CY	1,600		
10	00331	Subgrade Stabilization	CY	260		
11	00350	Subgrade Geotextile	SY	3,100		
12	00350	Pavement Overlay Geotextile	FT	480		
13	00390	Riprap Basin (Class 200)	EA	1		
PART 00400 -- DRAINAGE AND SEWERS						
14	00415	Mainline Video Inspection	FT	972		
15	00445	12 inch Storm Sewer Pipe, PVC	FT	499		
16	00445	18 inch Storm Sewer Pipe, PVC	FT	26		
17	00445	21 inch Storm Sewer Pipe, PVC	FT	447		
18	00470	Concrete Manholes, Standard	EA	1		
19	00470	Concrete Manhole, CWS WQ Manhole	EA	1		
20	00470	Concrete Manholes, Flow Control/Diversion	EA	1		
21	00470	Concrete Inlets, Type CG-2	EA	3		
22	00470	Concrete Manhole, w/ Type CG-48 inlet	EA	1		
23	00470	Concrete Monument Boxes	EA	1		
24	00490	Connection to Existing Structures	EA	1		
25	00490	Minor Adjustment of Manholes	EA	1		
26	00490	Major Adjustment of Manholes	EA	1		
27	00490	Adjusting Boxes	EA	8		

**BID SCHEDULE
 SW ARROW STREET EXTENSION**

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
PART 00600 – BASES						
28	00620	Cold Plane Pavement Removal, 2 inches Deep	SY	1,200		
29	00641	3/4 inch - 0 Aggregate Base	TN	690		
30	00641	1-1/2 Inch - 0 Aggregate Base	TN	1,700		
PART 00700 – WEARING SURFACES						
31	00744	Level 2, 1/2 inch ACP Mixture	TN	910		
32	00759	Concrete Curbs, Vertical Curb	FT	150		
33	00759	Concrete Curbs, Monolithic Curb and Gutter	FT	1,300		
34	00759	Concrete Driveway Approaches, Reinforced	SF	240		
35	00759	Concrete Walks	SF	7,900		
36	00759	Extra for Curb Ramps	EA	4		
37	00759	Truncated Domes on New Surfaces	SF	95		
PART 00800 – PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES						
38	00855	Bi-Directional Yellow Type I Markers	EA	7		
39	00855	Mono-Directional White Type I Markers	EA	12		
40	00865	Thermoplastic, Extruded, Surface, Non-Profiled	FT	885		
41	00867	Pavement Bar, Type A	SF	157		
42	00867	Pavement Legend, Type AB-HS: Arrows	EA	4		
PART 00900 – PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS						
43	00905	Remove Existing Signs	LS	1		
44	00905	Remove and Reinstall Existing Signs	LS	1		
45	00970	Pole Foundations, Precast	LS	1		
46	00970	Lighting Poles and Arms	LS	1		
47	00970	Luminaires, Lamps, and Ballasts	LS	1		
48	00970	Switching, Conduit, and Wiring	LS	1		
PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL						
49	01012	Water Quality Manhole, Cartridge	LS	1		
50	01015	Underground Detention System	LS	1		
51	01030	Yard Restoration	LS	1		
TOTAL BID						

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, 2021 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: **SW Arrow Street Extension**

BID CLOSING: Date: **April 3, 2025** Time: **2:00 PM (Local Time)**
FIRST-TIER DISCLOSURE Date: **April 3, 2025** Time: **4:00 PM (Local Time)**

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:

SW Arrow Street Extension

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

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

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

PRINCIPAL: _____ **SURETY:** _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

CERTIFICATION OF NON-COLLUSION

PROJECT NAME: SW ARROW STREET EXTENSION

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: SW Arrow Street Extension

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:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage.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: SW Arrow Street Extension

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: SW Arrow Street Extension

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: SW Arrow Street Extension

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: SW Arrow Street Extension

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: SW Arrow Street Extension

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** ___



SW Arrow Street Extension

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



Home of the Tualatin River National Wildlife Refuge

Engineering Division
Community Development Dept
 22560 SW Pine St.
 Sherwood, OR 97140
 503-925-2308

CONTRACT FOR CONSTRUCTION SERVICES

PROJECT NAME: SW Arrow Street Extension

CONTRACT PARTIES: City of Sherwood [hereafter called City] and [hereafter called Contractor]

C.O.S. PROJECT MANAGER: Craig Christensen, P.E.

ACCOUNT #: 7010 **FUND #:** 18 **DEPT:** 34 **JOB #:** 724

VENDOR #: [Redacted]

SCOPE of WORK: Attached as Exhibit A **FEE SCHEDULES:** Attached as Exhibit B

SCHEDULE of WORK: effective date: [Redacted] expiration date: [Redacted]

PAYMENT: City agrees to pay Contractor based on the Fee Schedule an amount not to exceed \$ [Redacted] for the Scope of Work.

A performance bond and a payment bond, each in the amount of 100% of the maximum contract payment amount set forth immediately above, and a maintenance bond effective for two years from the date of project completion in the amount of 10% of the maximum contract payment amount set forth immediately above, are are not required for this Contract.

This Contract is is not subject to State of Oregon prevailing wage requirements. Workers must be paid not less than the applicable prevailing wage rates in accordance with ORS 279C.838 and 279C.840. Federal funds are are not being used for this project. If federal funds are being used, workers must be paid not less than the higher of the applicable state or federal rate.

CONTRACTOR DATA, REGISTRATION, and SIGNATURE

CONTRACTOR FIRM: [Redacted] **CCB #:** [Redacted]

ADDRESS: [Redacted] **FAX:** [Redacted]

VOICE: [Redacted] **TITLE:** [Redacted]

CONTACT: [Redacted]

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-7 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONTRACTOR: _____ signature _____ date _____

CITY OF SHERWOOD APPROVALS (consult the City's Delegation of Contracting Authority policy for requirements)

CITY ENGINEER: _____ signature _____ date _____

DEPARTMENT DIRECTOR: _____ signature _____ date _____

FINANCE DIRECTOR: _____ signature _____ date _____

CITY MANAGER: _____ signature _____ date _____

CITY ATTORNEY
Approved as to Form: _____ signature _____ date _____

STANDARD CONTRACT PROVISIONS

(These provisions not to be altered without approval of the City Attorney.)

1. Access to Records

The Contractor shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

2. Audits

- (a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. If the payments to the Contractor were in excess of the amount to which the Contractor was entitled by five percent (5%) or more, then Contractor shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. Payments

City agrees to pay Contractor based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Contractor shall submit detailed written invoices to City for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall submit payment to Contractor or shall notify Contractor in writing of any dispute with regard to such invoice.

5. Early Termination of Contract

- (a) The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- (b) The City, by written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.
- (c) City may terminate this Contract by written notice to Contractor, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:
 - (1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Contractor's work;
 - (2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;
 - (3) Contractor no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Contractor no longer meets requirements for such license or certificate.
 - (4) City determines, in its sole discretion, that Contractor has violated section 25, **Information Technology**.
- (d) Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- (e) Upon receiving a written notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract,

Contractor shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

6. Payment on Early Termination

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the Contractor due to a breach by the City, the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the City due to a breach by the Contractor, the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination, all of the Contractor's work product will become and remain property of the City.

7. Remedies

- (a) In the event of termination under subsection 5(d), **Early Termination of Contract**, hereof, by the City due to a breach by the Contractor, the City may complete the work itself, by contract with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the City, the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(d), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-contractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if sub-contractors are employed in the performance of this Contract, the Contractor and its sub-contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Contractor further agrees that Contractor will be solely responsible for ensuring any sub-contractors fully comply with the terms of this Contract, and that Contractor will be solely liable for actions or omissions of sub-contractors under this Contract. City reserves the right to review the subcontractors proposed, and the Contractor shall not retain a subcontractor to which City has a reasonable objection.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Standard of Care

If Contractor's services involve engineering or planning consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or planning contractors performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City will not operate as a waiver or release.

Contractor acknowledges responsibility for liability arising out of the performance of this Contract and shall defend, indemnify, and hold harmless City and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses (including attorney's fees and witness costs at both trial and on appeal, whether or not a trial or appeal ever takes place, including any hearing before federal or state administrative agencies) arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from, attributable in whole or in part to, or in any way connected with Contractor's and Contractor's officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing this Contract, to the fullest extent permitted by law, and except to the extent otherwise void or unenforceable under ORS 30.140. Contractor's activities are deemed to include those of subcontractors. The City may, at any time at its election assume its own defense and settlement in the event that it determines that Contractor is not adequately defending the City's interests, or that an important governmental principle is at issue, or that it is in the best interests of the City to do so. If any aspect of this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification.

This section will survive the termination or revocation of this Contract, regardless of cause.

11. Insurance

Contractor shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability, professional liability, and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Contractor, the City, its Councilors, officers, agents, volunteers, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such insurance shall name the City as an additional insured. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who are subject employers under the Oregon Workers' Compensation Law, shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. This insurance shall include the City, the Contractor, and its sub-contractors as their interests may appear. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Contractor shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract.

12. Ownership of Work Product

All work products of the Contractor, which result from this Contract, are the exclusive property of the City; provided, that Contractor is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Contractor has resigned, this Contract has been terminated, Contractor's scope of services has been modified, or Contractor's services under this Contract have been completed.

13. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

14. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

17. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

18. Governing Law; Forum

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

19. Amendments

The City and the Contractor may amend this Contract at any time only by written amendment executed by the City and the Contractor.

20. License

Prior to beginning work under this Contract, the Contractor shall provide a Construction Contractor's Board (CCB) license number in the space provided on page one of this Contract.

21. Payment to Vendors and Sub-contractors

Contractor must promptly pay any persons supplying services, material, or equipment to Contractor in its performance of the work under this Contract. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

22. Exhibits

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

List of Exhibits

Exhibit A – Scope of Work/Contract Drawings

Exhibit B – Fee Schedule

23. Merger Clause

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

24. Mediation

- (a) Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- (b) The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

25. Information Technology

If Contractor access to City's information technology systems is necessary for the performance of this Contract:

- (a) Contractor agrees to sign and be bound by the terms of the City's then-current Contractor Security Policy, as it may be amended by City from time to time during the course of this Contract.
- (b) Contractor shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Contractor's employees and/or subcontractors as is reasonably practical; and will provide City with the names of all such employees and/or subcontractors who will be provided such information;
- (c) Contractor will not attempt to access any City information technology resources beyond those necessary for performance of this Contract; and
- (d) Contractor will be solely liable for any damages to City's information technology systems, data breaches, and any other losses or damages relating to Contractor's access to City's information technology systems.

26. Notice

Any notice required to be provided to City under this Contract shall be provided to the City Project Manager specified on the cover page of this Contract at the address for the City specified on the cover page of this Contract. Any notices required to be provided to Contractor under this Contract shall be provided to the Contractor Contact specified on the cover page of this Contract at the address for the Contractor specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.

27.

Miscellaneous Terms

- (a) Contractor Identification. Contractor shall furnish Contractor's employer identification number to City, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Contractor's Social Security number.
- (b) Duty to Inform. Contractor shall give prompt written notice to City if, at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Contractor shall constitute neither agreement with nor acquiescence in Contractor's statement or claim, and shall not constitute a waiver of any of City's rights.
- (c) Independent Contractor. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) Conflict of Interest. Except with City's prior written consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Contractor's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

28.

Statutory Provisions

- (a) As provided by ORS 279C.505, Contractor shall:
 - (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Contract.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract.
 - (3) 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.
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
 - (5) Demonstrate that an employee drug testing program is in place.
- (b) As provided by ORS 279C.530, Contractor shall promptly, as due, make payment to any person, copartnership, 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 Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Contractor violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As provided by ORS 279C.520:
 - i. A person may not be employed for more than ten (10) hours in any one day, or forty (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 designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
 - (1) For all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or
 - (2) For all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
 - (3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
 - ii. Contractor must give notice in writing to employees who work on this Contract, 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, of the number of hours per day and days per week that the employees may be required to work.
 - iii. Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance

with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles City to terminate this Contract for cause.

- iv. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.
- (e) Contractor must give notice in writing to employees who work on this Contract, 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, of the number of hours per day and days per week that the employees may be required to work.
- (f) As provided by ORS 279C.510, if this is:
 - (1) A contract for demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
 - (2) A contract for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- (g) As provided by ORS 279C.515:
 - (1) If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a subcontractor in connection with this Contract as the claim becomes due, the City may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract.
 - (2) If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or the Contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the ten (10) day period within which payment is due under ORS 279C.580(4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
 - (3) If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this 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.
 - (4) Paying a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.
- (h) As provided by ORS 279C.580, Contractor shall include in each subcontract for property or services Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:
 - (1) A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of amounts the City pays to Contractor under this contract.
 - (2) A clause that requires Contractor to provide a 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 Contractor.
 - (3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor:
 - a. Notifies the subcontractor in writing at least 45 days before the date on which Contractor makes the change; and
 - b. 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 Contractor, if Contractor does not pay the first-tier subcontractor within thirty (30) days after receiving payment from the City, to pay the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or a first-tier subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or a first-tier subcontractor did not make payment when payment was due is that Contractor or a first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty:
 - a. Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and
 - b. Is computed at the rate specified in ORS 279C.515(2).

Additionally, Contractor, in each of Contractor's subcontracts, shall require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards set forth above in each of the first-tier subcontractor's subcontracts and shall require each of the first-tier subcontractor's subcontracts to include such clauses in the first-tier subcontractor's subcontracts with each lower-tier subcontractor or supplier.
- (i) Construction Contractors Board (CCB) requirements: Contractor must have a payment bond filed with CCB when required by ORS 279C.380 and 279C.390. Contractor and each subcontractor must have a public works bond filed with CCB before starting work under this Contract, unless exempt under state law.

[SIGNATURES ON COVER PAGE TO CONTRACT]

SAMPLE

PERFORMANCE BOND

Bond No. _____

Project Name: **SW Arrow Street Extension**

_____ (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 **SW Arrow Street Extension**

_____ (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 Sunset, Meinecke, and Timbrel Grind and Inlay, 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.

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:

(Seal)
Company Name

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

_____, 2025

Re: **Notice of Intent to Award**

Mayor
Tim Rosener

SW Arrow Street Extension

Council President
Kim Young

Dear Proposer:

Councilors
Renee Brouse
Taylor Giles
Keith Mays
Doug Scott
Dan Standke

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

City Manager
Craig Sheldon

The City of Sherwood received ____ bids for work associated with the **SW Arrow Street Extension**. The bids were opened at the Sherwood City Hall on April 3, 2025 at 2:00 PM. The lowest responsive bidder was **XXXXXX** with a quote of **\$XX.XX**.

Assistant City Manager
Kristen Switzer

City staff will recommend award of the contract for the **SW Arrow Street Extension** to **XXXXXX**. 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:

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

_____, 2025

XXX

XXX

XXX

Mayor

Tim Rosener

Council President

Kim Young

Councilors

Renee Brouse
Taylor Giles
Keith Mays
Doug Scott
Dan Standke

City Manager

Craig Sheldon

Assistant City Manager

Kristen Switzer

Notice of Award

SW Arrow Street Extension

You are notified that your bid dated March 6, 2025 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 is one copy of the Contract Agreement. Please sign 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 Agreement has been signed by the City Manager, one fully executed Contract Agreement will be given to you at the preconstruction meeting set for _____, 2025 at City Hall.

We look forward to working with you on this project.

Sincerely,

CITY OF SHERWOOD

By: _____

Craig Christensen, P.E.
Senior Civil Engineer



**BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS**
(For use by public agencies in complying with ORS 279C.835)

For Office Use Only: Project DB #: _____
--

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

PUBLIC AGENCY INFORMATION

Agency Name: _____
Agency Division: _____ Agency # (if known): _____
Address: _____
City, State, Zip: _____
Email Address: _____
Agency Representative: _____ Phone: _____

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

CONTRACT INFORMATION:

Project Name: _____
Contract Name (if part of larger project): _____
Project #: _____ Contract #: _____
Project Manager Name: _____ Phone: _____ Fax: _____
Project Location (Street(s), City): _____ Project County: _____
Date specifications first advertised for bid (if not advertised, date of RFP or first contact with contractor): _____
OR If CM/GC contract, date contract became a public works contract (see OAR 839-025-0020(8)): _____
Contract Amount: \$ _____
Is this contract part of a larger project? YES NO If yes, total project amount: \$ _____
If yes, **INITIAL** date specifications for project advertised for bid (see OAR 839-025-0020(6)(b)): _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES NO
Date Contract Awarded: _____ Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____
Address: _____
City, State Zip: _____ Phone: _____
Construction Contractors Board Registration #: _____
Name of Bonding Company for Payment Bond: _____
Address: _____
Agent Name: _____ Phone: _____ Payment Bond # _____
 Copy of first-tier subcontractors attached (see NOTE above).

Signature of agency representative completing form: _____
Printed Name: _____ Phone: _____ Date: _____
Email Address: _____

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

Complete this page for public works projects in which NO PUBLIC AGENCY AWARDS A CONTRACT TO A CONTRACTOR. Complete the CONTRACT INFORMATION AND SECTION B, C, D or E, whichever applies to the project.

CONTRACT INFORMATION:

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

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure or improvement of any type **that uses \$750,000 or more of funds of a public agency**).

Date the public agency or agencies committed to the provision of funds for the project: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type **that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency**).

Total square footage of privately owned road, highway, building, structure or improvement: _____
Percent of total square footage of the completed project that will be occupied or used by a public agency: _____
Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____

SECTION D: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(D) (a project that includes the construction or installation of a **device, structure or mechanism that uses solar radiation** on public property, regardless of project cost or whether the project uses funds of a public agency).

Date the public agency entered into an agreement for the project: _____

SECTION E: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(E) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure, or improvement of any type that occurs, with or without using funds of a public agency, **on real property that a public university listed in ORS 352.002 owns**).

Date the public agency entered into an agreement for the project: _____

Signature of agency representative completing form: _____

Printed Name: _____ Phone: _____ Date: _____

Email Address: _____

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

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit • Oregon Labor & Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-3601
Telephone (971) 673-0852 • FAX (971) 673-0769 • pwremail@boli.state.or.us



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

NOTICE TO PROCEED

PROJECT NAME: SW Arrow Street Extension
DATE: XXX, 2025
PROJECT NO.: xxx
COUNCIL RESOLUTION: 2025-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

SW Arrow Street Extension

You are hereby notified that the Contract for the aforementioned project has been properly executed; performance and payment bonds and proof of insurance have 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 June 23, 2025 which is ____ calendar days from the issuance of this Notice to Proceed.

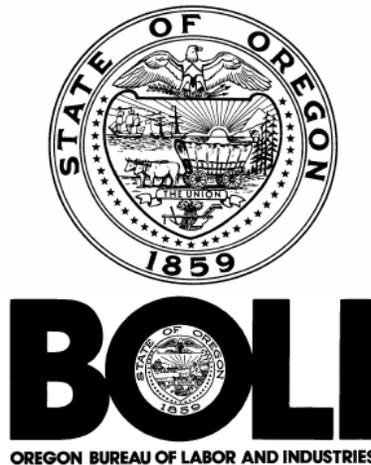
CITY OF SHERWOOD

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 5, 2025 as well as the most recently published wage amendments and apprentice rates.

This publication is available on the web at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.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 2021 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 SW Arrow Street Extension and is located in the City of Sherwood, Washington County, Oregon. The Work to be done under this Contract consists of the following:

Project Description

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

1. Asphalt grinding.
2. Curb, Concrete Walks, and Curb Ramp installation.
3. Storm sewer installation (including detention).
4. General excavation.
5. Base rock and Asphalt concrete pavement placement.
6. Traffic control.
7. Other miscellaneous items for completion of work.

APPLICABLE SPECIFICATIONS

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

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

CLASS OF PROJECT

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

PART 00100 – GENERAL CONDITIONS

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

Remove the following definitions and replace as noted:

00110.20 Definitions –

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

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

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

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

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

00120.00 Prequalification of Bidders - Bidders must be **pre-qualified** in accordance with the laws of the State of Oregon. Letters of pre-qualification (approval letter only) by either the Oregon Department of Transportation (ODOT), Washington County Department of Transportation, or any local municipality with a population equal to or greater than 18,000 persons is acceptable to the City. Proof of valid pre-qualification must be submitted to the City **by Tuesday, April 1, 2025 at 5:00 PM (local time)** for the Bidder's Bid to be deemed responsive and to retain appeal rights. Only bids from pre-qualified Bidders will be opened.

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

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 seven (7) days prior to bid opening for the Agency's reply to reach all Bidders before Bid Closing. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Engineer. Such notification shall also be made ~~in sufficient time~~ at least seven (7) days prior to bid opening for the Agency to make any necessary modifications and issue Addenda to Bidders prior to Bid Closing.

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

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

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

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

00120.40 Preparation of Bids

(a)(1) Paper Bids

For Bids submitted by paper, Bidders shall not alter, in any manner, the (paper) documents within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement

to all certifications and statements contained in the Bid Booklet. Entries on paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink. The Bidder shall properly complete and bind all the paper documents in the Bid Section, as specified in 00120.10, together with all other required documents that are part of the Bid Booklet, between the front and back covers of the Bid Booklet.

No changes shall be submitted by facsimile or email.

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 text of the following subsection and replace with the following:

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

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

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.

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

00120.40 Preparation of Bids

(f) Disclosure of First Tier Subcontractors –

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

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

- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

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

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

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

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

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

00120.45 Submittal of Bids:
(b) Electronic Bids -

No Electronic Bids will be accepted for this project.

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

00120.60 Revision or Withdrawal of Bids:

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

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

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

- The written withdrawal request is submitted on the Bidder's letterhead by hand delivery; and
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and

- The request is received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids.
- No Bid may be withdrawn after the deadline for submitting Bids has passed.

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

00120.60 Revision or Withdrawal of Bids:

(b) Electronic Bids -

No Electronic Bids will be accepted for this project.

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

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

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

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

Delete the following subsection in its entirety:

~~00120.95 Opportunity for Cooperative Arrangement~~

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

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

Remove 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.

Remove the text 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 -
(f) State of Oregon Statutory Public Works Bond**

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

SECTION 00140 - SCOPE OF WORK

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 –

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

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:

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

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.

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

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

Remove 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. An electronic copy of the base drawing is will be available for the construction staking of this project. All necessary calculations for staking shall be provided by the Contractor's surveyor. All stakes damaged or removed shall be replaced, as needed, at no cost to the City.

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

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

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

- In person;
- By email.

Remove 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.

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

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed in Table 00150-1. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Table 00150-1

Utility	Contact Person's Name, Address, Email, and Phone Number
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NW Natural	Ryan Winfree 21605 NW Amberwood Dr. Hillsboro, OR 97214 Ryan.winfree@nwnatural.com
ZiPLY	Rui Wu 4155 SW Cedar Hills Blvd. Beaverton, OR 97002 Rui.wu1@ziPLY.com 971-990-7269

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

(NW Natural) - Gas Utilities -

In the event of an emergency, and in addition to the calls required by the Utilities notification system, the Contractor shall call:

- Northwest Natural Gas 1-800-882-3377

Bonneville Power Administration (BPA) -

Energized transmission power lines may overhang portions of the Work with a minimum vertical clearance of 47 feet. The Contractor shall maintain a safety clearance of at least 20 feet vertically between construction Equipment or vehicles and the transmission power lines.

The Contractor shall maintain a safety clearance of at least 50 feet horizontally between construction Equipment or vehicles and the point where steel lattice tower legs, wood poles, steel poles, concrete poles, concrete foundation and guy wires enter the earth.

Add the following subsection:

00150.50(g) Utility Information (Anticipated Relocations):

The organizations listed in Table 00150-2 may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation work estimated to be completed by the following dates and times:

Table 00150-2

Subsection	Utility	Contact Person's Name, Address, Email, and Phone Number	Estimated Completion Date
00150.50(g)(1)	Portland General Electric	Jim Krueger 2213 SW 153rd Dr, Beaverton, OR 97006 james.krueger@pgn.com	4/1/25

		503-672-5464	
00150.50(g)(2)	Comcast	Mircea "Mitch" Burghelea 11308 SW 68th Parkway Tigard, OR 97223 Mircea_Burghelea@cable.comcast.com (503)798-5785	10/31/24
000150(g)(3)	Portland General Electric Fiber	Keeli Adams-Rutherford 10800 SW Avery Street Tualatin OR, 97062, AveryC02 Keeli.Adams-Rutherford@pgn.com 503-407-0066	4/1/2025

The Contractor shall contact the Engineer to view the approved utility relocation Plans.

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

(1) (Portland General Electric) - "Power Supplier":

The Contractor shall notify the Power Supplier(s) in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the power line(s).

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain a safety clearance of at least 10 feet vertically from overhead power lines. Exceptions require written approval from the Power Supplier(s) and may require an on-site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning work.

(2) (Comcast) - "Telecommunication Utility":

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the Telecommunication Utility facilities.

(3) (Portland General Electric Fiber) - "Telecommunication Utility":

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the Telecommunication Utility facilities.

Add the following text to the following subsection as noted:

00150.95 Final Acceptance

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

- Special guarantees and bonds;

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

Add the following text to the following subsection as noted:

00150.96 Maintenance Warranties and Guarantees

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

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

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

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

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

Add the following text to the following subsection as noted:

00170.70(a) Insurance Coverages –

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

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

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.

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.

SECTION 00180 - PROSECUTION AND PROGRESS

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

Delete the following subsection:

00180.20(a) – Subcontracting Limitations, General

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

00180.21 Subcontracting:

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

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

Add the following bulleted items to the following subsection:

00180.40 Limitation of Operations:

(a) In General –

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

Add the following subsection:

00180.40(c) Specific Limitations –

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

Limitations	Subsection
Cooperation with Utilities.....	00150.50
Contract Completion Time.....	00180.50(h)
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(b)(4) Weekly Schedule – Submit a weekly progress schedule to Engineer at each weekly meeting. At a minimum, the schedule shall include the following:

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

Add the following subsection:

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

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

00180.42 Preconstruction Conference:

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

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

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

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

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

- Bonds and Insurance
- Weekly project meetings – schedule and responsibilities
- Provision for inspection for materials from outside sources
- Responsibility for locating utilities
- Responsibility for damage
- Time schedule for relocations, if by other than Contractor (coordinate with utilities)
- Compliance with Contract Documents
- Hours of work
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and Owner's employees and representatives
- Suspension of work, time extensions

- Change order procedures
- Progress estimates – procedures for payment
- Special requirements of funding agencies
- Construction engineering, advance notice of special work
- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in the Contract Documents
- Any other problems or questions concerning the work
- Processing and administration of public complaints
- Right-of-way, Easements and Temporary Construction Easements

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

Add the following Subsection:

00180.50(h) Contract Time –

All Work under the contract, except vegetation establishment, must be completed by August 1, 2025.

Work on this project may not commence until after the contract is signed by both the contractor and the City. City Council approval and expiration of the 7-day protest period is required prior to the City Manager signing the contract. City Council approval of the resolution for the City Manager to sign the contract is anticipated to occur at the April 15, 2025 City Council Meeting.

Add the following text to the following subsection:

00180.85(b) Liquidated Damages –

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

Delete the following subsection:

00180.85(b)(1) Single Contract Time

Delete the following subsection:

00180.85(b)(2) Multiple Contract Times

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

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

00190.20(g) Agency-Provided Weigh Technician –

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

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

SECTION 00195 - PAYMENT

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

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

00195.12 Steel Materials Price Escalation/De-Escalation Cause - No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

Remove the text of 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). Amounts retained will be included in the final payment made according to 00195.90.

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

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

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

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

Add the following text to the following subsection:

00199.20 Protest Procedure –

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

Delete the following subsection:

00199.20 Protest Procedure –

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

Add the following subsection:

**00199.30 Claims Procedure –
(e) Payment of Costs, Expenses and Attorney’s Fees –**

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

Add the following text to the following subsection:

00199.40(b) Step 1: Region Level Review

For the purposes of this Contract, the “Region-level reviewer” is Agency’s Public Works Director.

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

00199.40(c) Step 2: Agency Level Review

For the purposes of this Contract, the “Contract Administration Engineer” is the Agency’s City Manager.

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

Delete the following subsection and replace with the following:

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

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

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

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

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

Any dispute between the Agency and the Contractor that arises from or relates to the Contract and that is not resolved under Section 00199 may only be brought and must be conducted

solely and exclusively in the Circuit Court for the State of Oregon, Washington County. If a dispute must be brought in a federal forum, then it may only be brought and conducted solely and exclusively in the United States District Court for the State of Oregon. To the maximum extent permitted by law, the dispute will be tried to a court without a jury and will not be subject to mandatory arbitration. In no event will this Subsection be construed as a waiver by the Agency of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, from any claim or from the jurisdiction of any court. Contractor consents to the personal jurisdiction of the courts referenced herein.

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

Delete the following subsection in its entirety.

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

Add the following subsection:

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

PART 00200 – TEMPORARY FEATURES AND APPURTENANCES

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.02(a) General Requirements - Modify the 8th and 9th bullets as follows:

- Do not stop or hold vehicles on any streets or driveways within the project site for more than 5 minutes.
- Do not block driveways except as noted in the Contract Drawings unless otherwise authorized in writing.

Add the following bullets to the end of the bullet list:

- Contractor shall install barricades with signage for any bike lane or walkway closure and sign for alternate routing of bicycle and pedestrian traffic.
- Notify the City of Sherwood Police Department of all changes to the traffic control prior to implementing the change. Contact Ty Hanlon at hanlont@sherwoodoregon.gov (ph.503-925-7109).
- Notify the Tualatin Valley Fire & Rescue Department of all changes to the traffic control prior to implementing the change. Contact Amber Cross at amber.cross@tvfr.com (Ph. 503-259-1517).
- Notify the Sherwood School District of all changes to the traffic control prior to implementing the change. Contact Sandi Miller at smiller@sherwood.k12.or.us (Ph. 503-825-5910).
- Notify the United States Post Office of all changes to the traffic control prior to implementing the change.
- Notify Pride Disposal of all changes to the traffic control to occur on Fridays prior to implementing the change. Contact jameg@pridedisposal.com (Ph. 503-625-6177).
- Carbon copy City Project Manager at christensenc@sherwoodoregon.gov and City Inspector stirlinga@sherwoodoregon.gov all traffic control notification emails.
- Before activating a modified traffic signal, revising lane usage, implementing new roadway geometry, or removing a "STOP" sign, protect traffic by installing "NEW

TRAFFIC PATTERN AHEAD" (W23-2) signing according to 00222.40. Keep the signs in place for 30 Calendar Days after completing the modifications.

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the Work Area at sign spacing "A" from the TCD Spacing Table" shown on the Standard Drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- Protect pedestrians in pole base excavation areas by placing approved covers over all pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on either side of the excavated area, facing pedestrian traffic, or place covers and barricades as directed.

00220.03(a) Over-Dimensional Vehicle Restrictions - Replace this subsection, except subsection number and title, with the following:

When the Project restricts the width, length, height, or weight of vehicles through a work zone or detours trucks around a work zone, fill out and submit a completed copy of the "Highway Restriction Notice - Size and/or Weight" form (Form No. 734-2357), available from the ODOT Oregon Trucking Online website (see 00110.05(e)), at least 35 Calendar Days before the restriction or detour takes effect.

00220.03(b) Closures - Replace the second bullet with the following:

- **Roads** – A minimum of 14 Calendar Days before closure, notify in writing all affected emergency services, school districts, US Postal Service and adjacent property owners.

00220.40(c) Driveways – Add the following bulleted items to the following subsection:

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

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

- Contractor is responsible for all barricades, flagging, signage, detour signage and any other traffic control measures necessary for performing the work shown in the plans. Contractor to notify residents at least 48 hours prior to street closure. It is the contractor's responsibility to maintain a safe working area for workers, vehicular traffic, bicycle traffic and pedestrian traffic.
- The contractor is responsible for maintaining emergency vehicle access to all properties at all times.
- The contractor is responsible for maintaining access for mail and trash (Friday) and

school bus services at all times.

Traffic Lanes may be closed on SW Langer Farms Pkwy. when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

Single Lane Closures – One Traffic Lane on SW Langer Farms Pkwy. may be closed during the following times:

- Daily, Monday through Friday, between 9:00 a.m. and 3:30 p.m unless approved by the Engineer.

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

The following special events will occur during this Project:

- Sherwood Robin Hood Festival, once every year, typically on the 3rd weekend in July
- Cruisin' Sherwood, once every year, typically on a weekend in the summer

Add the following subsection:

00220.40(g) Road Closure – Close the road as described in this subsection. Do not close any road until all Materials and Equipment are on hand or guaranteed to be delivered so that the Work can be done in an efficient manner with a minimum period of road closure.

The applicable road closure will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00221 and Section 00222.

Closures longer than the duration specified are subject to liquidated damages according to 00180.85(c)(2).

- (1) Road Closure of SW Langer Farms Pkwy** – Close SW Langer Farms Pkwy to traffic for a duration up to 30 Calendar Days during roadway construction work between Sta. “LF” 15+00 and Sta. “LF” 20+00.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.01(d) Field Adjustments to Traffic Control Plan – Add the following subsection:

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

00221.03 Traffic Safety and Operations - Replace the bullet that begins “When paving operations create...” with the following bullet:

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay

Area" detail shown on the Standard Drawings. Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).

00221.06 (c) Tourist-Oriented Directional and Business Logo Signs - Replace this subsection, except for the subsection number and title, with the following:

Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

(1) No Signs - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) Signs - Submit one copy of a sketch map of the Project showing all existing 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. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

00221.07(c)(1) Paving - Replace this subsection, except subsection number and title, with the following:

When the longitudinal joint is greater than 1 inch in height, install additional TCD according to 00221.03. Complete the placing of ACP and construction of paving joints according to 00735.48, 00735.49, 00743.45, 00744.44, 00744.45, 00745.47, and 00745.48, as applicable.

00221.90(b) Temporary Protection and Direction of Traffic - Delete the bullet that begins "Moving temporary barrier to and from Contractor's stockpile areas".

Replace the bullet that begins "When the Schedule of Items does not include ..." with the following bullet:

- Preparing and signing the daily "Traffic Control Inspection Report", when a TCS is not included in the Schedule of Items or when a TCS is not onsite for a work shift.

0021.98 Payment Method "B" – Add the following text to the following subsection:

Payment method B shall be used for this project.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- At least ten Calendar Days before closing the sidewalk at SW Langer Farms Pkwy, place a "SIDEWALK CLOSED, Daily" (CW11-5) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II

barricade or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.

- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the “SIDEWALK CLOSED, Daily” (CW11-5) signs while the TPAR is open to pedestrian traffic.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on the SW Langer Farms Parkway, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of SW Langer Farm Parkway, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
 - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
 - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.

00222.45(b) Portable Changeable Message Signs - Add the following bullets to the end of this subsection:

- At least seven Calendar Days before the Langer Farm Parkway closure, place two PCMS displaying the following message as shown, or as directed:

Panel 1	Panel 2
(Name/# of highway)	CLOSURE
(Location)	(Time Frame)
CLOSURE	(Time Frame)

00222.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method “B” - Lump Sum Basis or 00221.99 Payment, Method “C” - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.31(b) Traffic Control Inspection Without TCS - Replace the bullet that begins “Prepares and signs a daily “Traffic Control Inspection Report”...” with the following bullet:

- Prepares and signs a “Traffic Control Inspection Report” (Form No. 734-2474) upon the initial installation of TCM and each working day when any modification, removal, or reinstallation of TCM are made, or as directed by the Engineer. Submit completed reports to the Engineer no later than the end of the next working day.

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.46 Pavement Edge Delineation - Replace the paragraph that begins "Place tubular or conical markers..." with the following paragraph:

Place tubular or conical markers to delineate the edge of Pavement immediately after construction Work or paving operations create an abrupt or sloped edge drop-off greater than 1 inch in height along the right hand or left hand Shoulder.

00224.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

Comply with Section 00228 of the Standard Specifications modified as follows:

00228.00 Scope - Replace this subsection, except subsection number and title, with the following:

In addition to the requirements of Section 00221, this Work consists of furnishing, installing, operating, maintaining, inspecting, and removing temporary devices for accommodating pedestrians and bicyclists through a work zone.

00228.91 Payment, Lump Sum or Incidental Basis - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraphs:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC

throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CN permit.

When contaminants, pollutants or hazardous materials are discovered in the Project location in soils or groundwater comply with 00290.30(f) and, provide an environmental management plan (EMP) as required by the 1200-CN permit.

00280.02 Definitions -

Replace the sentence that begins “**Temporary Stabilization**” with the following sentence:

Temporary Stabilization - Covering soil or other measures to prevent erosion until permanent stabilization measures are in place and established.

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the bullets with the following bullets:

- When using the Agency’s ESCP with only modifications required to keep the ESCP current during construction, submit a written notification indicating the Agency’s ESCP is used without modifications prior to construction.
 - Prior to beginning construction, edit the ESCP to provide a list of all contractors working on the site.
 - Prior to beginning construction edit the ESCP cover sheet to list all personnel by name and position who are responsible for the installation and maintenance of stormwater control measures including their individual responsibilities and certifications. Keep list current for the duration of the project.
- When using a Contractor modified version of the Agency’s ESCP, include the following:
 - Proposed ESCP showing all ESC Work, and quantities of Work.
 - An EMP that addresses pollution prevention and control of potentially contaminated sites or Materials when pollutants are known to be present.
 - Implementation schedules for the ESCP
 - Plans for each phase of Contractor’s Work
 - Names and positions of all personnel engaged in construction activities.
 - Names and positions of all personnel responsible for the installation and maintenance of stormwater control measures.
 - Information required under 1200-CN permit.
- When using a Contractor developed ESCP, develop and stamp the ESCP by a professional with one of the following credentials. Include their name and credentials in the ESCP. The ESCP preparer shall be one of the following:
 - Oregon Registered Professional Engineer,
 - Oregon Registered Landscape Architect; or

- Oregon Certified Engineering Geologist
- When using a Contractor developed ESCP where engineered facilities such as sedimentation basins or diversion structures for erosion and sediment control are required, prepare and stamp the ESCP by one of the following:
 - Oregon Registered Professional Engineer; or
 - Oregon Registered Landscape Architect.
- When using a Contractor developed ESCP, provide plans for each phase of Contractor's work implementation schedule and information required under the 1200-CN permit and as directed in CWS's Erosion Control Manual.

00280.16(i) Concrete Washout – Replace this subsection, except subsection number and title, with the following:

Furnish impermeable, spill resistant, leak proof concrete washout basin of sufficient size and quantity to retain all concrete wash water and concrete waste developed during construction, meeting the following requirements:

- (1) Field fabricated washout basin as shown and consisting of the following:
 - **Straw Bales** - Standard rectangular straw bales, with straw Material according to 01030.15, except no certification is required.
 - **Plastic Sheeting** - Minimum 10-mil thick polyethylene plastic sheeting.
 - **Staples** - 1/8-inch diameter steel wire staples. 2-inch "U" width with a length of 6 inches minimum
- (2) Manufactured basins sufficiently durable to be removed intact, or cleaned of content without releasing concrete material or concrete washout water.

00280.30 Erosion and Sediment Control Manager - Replace this subsection, except for the subsection number and title, with the following:

If the Agency's NPDES 1200-CA permit is applicable to the Project, designate and provide an ESCM who possesses a valid Certified Erosion and Sediment Control Lead (CESCL) certificate.

The ESCM duties include:

- Manage and ensure proper implementation of the ESCP.
- Accompany the Engineer during field review of the ESCP prior to construction activities.
- Monitor rainfall, snow melt and runoff at the Project Site.
- Monitor water quality in receiving streams in the vicinity of the Project Site.
- Monitor water in sediment traps receiving runoff from soils amended with cementitious material for acidity or alkalinity.
- Monitor locations identified in Section 00294 for compliance.
- Inspect ESC and monitor receiving waters on active construction site on initial date and every 7 Days for effective functioning.
- Inspect ESC on inactive sites every 14 Days for effective functioning.

- Inspect ESC for effective functioning and monitor receiving waters, on all active and inactive sites at least within 24 hours of rainfall events sufficient to result in runoff from the Project Site.
 - West of the Cascades, after 0.1 inch of rainfall, inspect conveyances for runoff and monitor site if runoff is observed.
- Fill out and provide monitoring report for each site inspection and include the following:
 - Photographs of any BMP that is not providing effective functioning or requires maintenance.
 - Provide sufficient photographic documentation of all BMPs that are providing Effective Functioning.
- Ensure that ESC are regularly cleaned and maintained.
- Mobilize crews to make immediate repairs to ESC or install additional ESC during working and non-working hours when ESC is not effectively functioning.
- Record actions taken to clean up discharged sediment.
- Report potential permit violations to the Agency immediately upon discovery.
- Repair conditions that caused permit violations and prepare submittals for corrective actions according to 00280.64.
- Update the ESCP monthly and within 7 Days after changes or major ESC modifications are implemented in the field.
- Submit ESCP revisions in electronic format, to Engineer within 30 Days after making revisions.
- Prepare for wet weather during the periods between October 1 and May 31 according to 00280.41(c).
- Accompany the Engineer on inspections and, if required, on inspections by representatives of regulating agencies. If any of the following occur, revise the ESCP to reflect the change(s) within 7 Days.
 - Changes to the construction plans that impact erosion and sediment control measures;
 - Changes to the stormwater control BMPs, their location, maintenance required, and any other revisions necessary to prevent erosion and control sediment runoff;
 - An increase in the area impacted by construction activities;
 - Other activities at the site that are no longer accurately reflected in the ESCP. This includes changes made in response to corrective actions triggered;
 - To reflect areas on the site map where operational control has been transferred (and the date of transfer) since initiating permit coverage;
 - If inspections by DEQ determine that ESCP revisions are necessary for compliance with the 1200-CN permit;
 - Where DEQ determines it is necessary to install or implement additional controls at the site in order to meet the requirements of the 1200-CN permit. Include the following in the ESCP:
 - A copy of any correspondence describing such measures and requirements; and
 - A description of the controls to be used to meet such requirements.

- Change of Subcontractors that engage in construction activities on site, and the areas of the site where the Subcontractor(s) engage in construction activities;
- Change of any personnel (by name and position) that are responsible for the design, installation and maintenance of stormwater control measures;
- Change of the certified erosion and sediment control inspector, or of their contact information and any applicable certification and training experience;
- To reflect any revisions to applicable federal, state, tribal, or local requirements that affect the stormwater controls implemented at the site; and
- If a change in chemical treatment systems or chemically enhanced stormwater control is made, including use of a different treatment chemical, different dosage rate, or different area of application as applicable. Furnish temporary sediment trap as shown on drawings, stamped and signed by licensed engineer.

When Work on Project or portion of Project is temporarily suspended and those portions of the site are stabilized to eliminate risk of sediment discharge, reduce monitoring frequency as follows:

- Twice a month, not less than 14 days apart, after work in that area has stopped.
- After this first month, and the site remains stabilized, monitoring frequency can be reduced to once per month;
- Upon resumption of work, return to the standard monitoring frequency.
- Document the beginning and end dates of area's work suspension on monitoring form and identify area(s) of work suspension on ESCP revision.

Submit revised ESCP to Engineer for signature by licensed professional (see 00280.04) and submission to DEQ when changes are made for the following reasons:

- Part of a corrective action requirement;
- An increase or decrease in project size;
- An increase or decrease in size or location of disturbed areas;
- Changes to BMPs, such as type, design or location;
- Change of the ESCM.

00280.41(a) Disturbance Limits - Replace this subsection, except for the subsection number and title, with the following:

Prior to any ground disturbing activity, delineate all construction site clearing limits with high visibility markings and do not disturb areas outside the clearing limits. Prior to beginning construction activities, delineate and protect riparian areas including trees, root zones and vegetation to be preserved and delineate and protect vegetated buffer zones according to 00280.41(e). Protect post-construction stormwater facilities, unless used during construction as sediment trap, in which case, repair according to 00280.46(h).

Add the following subsection:

00280.41(e) Buffers - Retain and preserve buffer zones of natural, undisturbed vegetation, 50 feet in width between Work and Waters of the State and sensitive areas including water

bodies, wetlands, springs and seeps. Where 50 foot buffers are not attainable, provide erosion, runoff and sediment control BMPs as shown or directed.

Add the following subsection:

00280.41(f) Hauling Material - Cover loads carrying soil or sediment when leaving Project Site. Drain saturated loads on site or haul in water tight beds.

00280.46(a) Construction Entrances - Add the following to the end of this subsection:

Construct the construction entrances as shown or directed.

00280.46(h) Temporary Sediment Trap - Add the following paragraph to the end of this subsection:

Where location of Temporary Sediment Trap is used post-construction for water quality treatment, storage or infiltration, remove sediment and soil to a depth of 18” and replace to finish grade with material approved by engineer.

00280.46(i) Concrete Washout - Add the following paragraph to the end of this subsection:

Locate concrete wash basins and concrete waste disposal to prevent stormwater that has been in contact with concrete wash or waste concrete from contaminating Waters of the State or stormwater inlets or conveyances. Handle wash water as waste. Do not dispose of concrete wash water or wash out concrete trucks or tools onto the ground, or into storm drains, open ditches, streets, or streams.

Add the following subsection:

00280.46(j) Access Routes - Stabilize unpaved access and haul routes within the Project Site with Aggregate or as approved by Engineer.

00280.48 Emergency Materials - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency Materials on the Project site:

Item	Quantity
Straw Bales.....	10 EA
Biofilter Bag	20 EA
Sediment Fence.....	100 FT

00280.62(b) Rainfall - Replace this subsection, except for the subsection number and title, with the following subsection:

Furnish and install a temporary rain gauge at the Project site. Upon approval, storm event information may be derived from weather stations that are representative of precipitation levels at the site.

The closest on-line rain gauge is located at:
forecast.weather.gov/MapClick.php?lat=45.3565&lon=-122.8401&unit=0&lg=english&FcstType=graphical

00280.63(c) Paved Areas - Replace this subsection, except for the subsection number and title, with the following subsection:

Keep all paved areas clean for the duration of the Project. Use cleaning methods that do not transport sediment-laden water to receiving streams. Remove sediment that has been tracked-out from the Project Site by the end of the same business day. If the sediment track-out occurs on a non-business day, remove the sediment by the end of the next business day.

Add the following subsection:

00280.64 Corrective Actions - Initiate corrective actions when the following noncompliance occur:

- A discharge from the Project Site causes an exceedance of applicable water quality standards,
- Sediment or turbidity are visible in discharge from the Project site in conveyance system leading to surface water or at the discharge point within surface water,
- BMP needs repair or replacement, beyond routine maintenance,
- BMP shown on ESCP was not installed or installed incorrectly,
- A prohibited discharge has occurred,
- When required by DEQ,
- As directed by Engineer

(a) Corrective Action Timelines - Immediately initiate corrective actions to address noncompliance, including removing discharged material and repairing or replacing BMPs that do not provide Effective Functioning according to the following:

- Mobilize resources to clean contaminated surfaces and address cause of discharge,
- Complete corrective actions by the close of the next business day for discharge clean-up and to restore Effective Functioning of installed BMPs,
- For more significant noncompliance of which require additional, replacement or modified BMPs to restore Effective Functioning, complete corrective action(s) no later than 24 hours after the discovery
 - If completion of corrective action is not feasible within 24 hours, document the reasons why the time line cannot be met.
 - Provide a schedule for clean-up and corrective actions that restores Effective Functioning as soon as feasible. If schedule cannot be met document the reasons for the delay.
 - Provide all corrective action documentation and photographs to Agency within 24 hours of completion of corrective actions.

(b) Corrective Action Documentation - Document corrective actions within 24 hours of implementations to provide:

- The Project Site’s common name and 1200-CN permit identification number when applicable,
- Conveyance system discharge location(s) and outfalls that were out of compliance,
- Photographs of the discharge(s) before and after the implementation of corrective actions, or before and after NTU readings of the discharge,
- The period of noncompliance,
- Name(s), titles and contact information of personnel conducting inspections,
- The specific condition and the date and time the noncompliance was identified,
- Description of the noncompliance and BMP failure(s) that caused the noncompliance,
- Description of the actions taken to address the noncompliance and prevent a reoccurrence of the noncompliance,
- Where corrective actions change site conditions from what is shown on ESCP, revise the ESCP to represent the site conditions,
- Immediately upon completion of corrective action documentation, provide to Agency for signature and submittal to DEQ.

00280.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Erosion Control.....	Lump Sum

Item (a) includes site restoration seeding and mulching where shown.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

Add the following subsection:

00290.30(a)(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 (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.

- 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.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, 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.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water 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 Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.
- Do not cause a visible sediment plume in waters of the State or U.S.

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

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

Add the following text to the following subsection:

00305.00 Scope - Contractor shall measure location of all piping encountered during the project and mark on as-built to be supplied to the City.

00305.05 3D Engineered Models - Replace the bullet that begins “A detailed outline and list of...” with the following bullet:

- An automated machine guidance (AMG) work plan containing a detailed outline, list of the Pay Items and Work that will be controlled by the 3D Construction Models, and a narrative outlining any differences between the Agency prepared 3D Engineered Models and the 3D Construction Models.

Delete the bullet that begins “A narrative outlining...”

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.90 Payment - Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 - EARTHWORK

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

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

Perform all earthwork under this Section on the excavation basis.

00330.14 Selected Granular Backfill - Delete the sentence that begins “Reclaimed glass meeting the requirements of Section 02695...”.

00330.15 Selected Stone Backfill - Delete the sentence that begins “Reclaimed glass meeting the requirements of Section 02695...”.

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

00330.92 Kinds of Incidental Earthwork - Add the following bullet to the end of the bullet list:

- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the Neat Line limits shown on the typical sections.

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

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

00350.01 Definitions - Replace the sentence that begins “**Embankment Geotextile** - For installation...” with the following sentence:

Embankment Geotextile - Embankment geotextile is used as a reinforcement within embankments and as a separation and reinforcement under embankments.

Replace the bullet that begins “**Nonwoven Geotextile** - A textile...” with the following bullet:

- **Nonwoven Geotextile** - A textile produced by bonding or interlocking of fibers by mechanical, heat or chemical means.

Replace the sentence that begins “**Riprap Geotextile** - For installation...” with the following sentence:

Riprap Geotextile - Riprap geotextile is used as a filter and separator behind or beneath riprap, Buttresses, inlays, shear keys and erosion control applications.

Replace the sentence that begins “**Subgrade Geotextile** - For installation...” with the following sentence:

Subgrade Geotextile - Subgrade geotextile is used as a separator and reinforcement on Subgrades and in other material separation applications.

00350.41(f)(5) Geotextile Placement - Replace the paragraph that begins “Slit wrinkles or folds ...” with the following paragraph:

Slit wrinkles or folds exceeding 1 inch and lay flat. Shingle-lap not more than 6 inches in the direction of the paving. Broom or squeegee to smooth the geotextile and pneumatic roll to maximize geotextile contact with the Pavement surface. Additional hand-placed sealant material may be required at laps as determined.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

PART 00400 – DRAINAGE AND SEWERS

SECTION 00415 - VIDEO PIPE INSPECTION

Comply with Section 00415 of the Standard Specifications modified as follows:

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

00415.20 Mainline Inspection Equipment –

(a) Camera and Lighting

Camera and lighting equipment shall be in compliance with Clean Water Services “Design and Construction Standards Manual”.

Add the following subsection:

00415.40(i) Video Testing – Testing of manholes and pipes (mandrel, air pressure, video) shall be conducted by the contractor according to the requirement of Clean Water Services “Design and Construction Standards Manual” and the City of Sherwood “Engineering Design and Standard Details Manual”. The cost of cleaning, mandrel testing and pressure testing of pipes is incidental.

Prior to acceptance, all new public sewer lines shall be thoroughly cleaned, mandreled, pressure tested, 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, compacted to finish grade and compaction testing has met the approval of the Inspector. Video testing shall be performed prior to installation of surfacing.

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

SECTION 00440 - COMMERCIAL GRADE CONCRETE

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

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins “Slump - 5 inches...” with the following bullets:

- **Slump** - 5 inches or less
 - For concrete sidewalks, ramps, driveways, or other hand finished surface applications, and when using a high range water reducing admixture, provide a slump of 8 inches or less as approved by the Engineer.

00440.13 Field-Mixed Concrete - Replace the subsection, except for subsection number and title, with the following:

CGC Work items listed in 00440.14(a) may be field-mixed conventionally, or by volumetric/mobile mixers conforming to ASTM C685. When approved, concrete sidewalks, concrete curb ramps, concrete driveways, and other flat concrete surfaces may be field-mixed using volumetric/mobile mixers conforming to ASTM C685, request approval prior to

placement. For all other CGC applications, submit written request to the Engineer for approval to use volumetric/mobile mixers conforming to ASTM C685 at least 21 Days prior to placement.

Pre-packaged dry blended concrete from the QPL may be used for Work items listed in 00440.14(a).

00440.40(b) Placing - Add the following bullet to the end of the bullet list:

- When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that will be taken to ensure slump, temperature and uniformity will be maintained. Submit in advance to establish a new time limit at the Engineer's discretion.

SECTION 00442 – CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

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

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

00445.43(b) Concrete Pipe - Replace this subsection, except for the subsection number and title, with the following:

Lay elliptical reinforced pipe so that the top or bottom marks are not more than 5 degrees from vertical.

00445.70 General - Replace this subsection, except for the subsection number and title, with the following:

(a) Culvert Installations - Inspect culverts to ensure that the lines are free of obstructions and leakage. Perform video and deflection testing.

(b) Storm Sewer - After laying and joining pipe for storm sewer, and backfilling trenches, Perform video and deflection testing.

00445.73 Deflection Testing for Flexible Pipe - Replace this subsection, except for the subsection number and title, with the following:

Prior to wearing surface paving, conduct deflection tests of culverts, sanitary sewers, and storm sewers constructed of flexible pipe. Perform the deflection testing using the following method.

Mandrel Deflection Test - Conduct the testing by pulling an approved mandrel through the completed pipeline. Use a mandrel having at least 9 vanes and a diameter 95 percent of the pipe's initial inside diameter. Perform Mandrel Testing prior to video inspection.

Conduct testing on a manhole-to-manhole basis after the line has been completely flushed out with water. Conduct the tests after the trench backfill and compaction, testing will be complete once approved by of the City Inspector.

00445.74 Video Inspection of Sanitary and Storm Sewers - Replace this subsection with the following subsection:

00445.74 Video Inspection of Culverts, Sanitary and Storm Sewers:

(a) Post-Construction Video Inspection - When constructing a new run, an extension, or a repair of sanitary sewer, storm sewer, or culvert pipe, perform video pipe inspection, according to Section 00415, including the locations where new pipe meets existing pipe.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

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

00470.40(b) Pipe Connections - Replace the paragraph that begins "Grout concrete pipe connections..." with the following paragraph:

Grout concrete pipe connections to manholes so they are watertight, using non-shrink grout according to 02440.50.

00470.41(c) Grates, Frames, Covers and Fittings - Replace this subsection, except for the subsection number and title, with the following:

Set metal frames for manholes on full non-shrink grout beds to prevent infiltration of surface water or groundwater between the frame and the concrete of the manhole section. If concrete is to be poured around the frames, coat the portion of the frame that will contact the concrete with hot asphalt before placing the concrete. Set frames, covers and grates true to the locations and grades established. Clean bearing surfaces and provide uniform contact. The use of a bolt adjustment system for frames from the QPL is allowed. Secure all fastenings. Construct all mortared, sanitary sewer manhole necks and all riser ring joints made with non-shrink grout using an approved commercial concrete bonding agent applied to all cured concrete surfaces being grouted.

00470.42 Precast Concrete Catch Basins and Inlets - Add the following sentence to the end of this subsection:

Grade adjustments using a bolt system from the QPL is allowed.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications.

PART 00600 – BASES

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.40(e) Warning Signs - Replace this subsection, except for the subsection number and title, with the following:

Provide warning signs as required where abrupt or sloped drop-offs occur at the edge of the existing or new surface according to Sections 00221 and 00222.

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

Traffic is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to 00744.51.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

PART 00700 – WEARING SURFACES

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

00730.11 Emulsified Asphalt - In the paragraph that begins "Obtain samples according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

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

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 2.4 Tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide 70-22 or 64-22 grade asphalt cement for this Project.

00744.44(a)(2) Wearing Course - Replace the paragraph that begins "Construct longitudinal joints ..." with the following paragraph:

Construct longitudinal joints six inches from permanent lane markings, or as shown or directed.

00744.44(b) Drop-Offs - Replace the bullet that begins "Provide warning signs and markings..." with the following bullet:

- Provide warning signs and markings according to Sections 00221, 00222, 00224 and 00225 where abrupt or sloped edge drop-offs greater than 1 inch in height occur.

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

SECTION 00746 – CRACK SEALING FLEXIBLE PAVEMENTS

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

Add the following text to the following subsection as noted:

0746.00 Scope -

All joints between the new ACP and existing asphalt surface shall be crack sealed with hot rubber asphalt sealant.

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

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

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

00746.90 Payment – Crack Sealing is incidental.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

00759.03 Required Submittals - Replace this subsection, except for the subsection number and title, with the following:

Material ordered or Work done before the Engineer reviews and returns the documents shall be at the Contractor's risk.

Submit the following:

(a) ADA Certification for Contractors - For all supervisory personnel who directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors at least 10 Calendar Days before the preplacement conference.

(b) Curb Ramp Work Plan - Do not begin any curb ramp Work before the plan for completing the Work has been approved. At least 21 Calendar Days before the curb ramp Work is scheduled to begin, submit a plan for accomplishing all phases of the curb ramp Work, including but not limited to the following (also see 00180.41):

- Surface preparation
- Compliance with Working Drawings and details submitted under 00759.03(c)
- Compliance with current Standard Drawings and Plans
- Waste handling and disposal

(c) Working Drawings - At least 10 Calendar Days before the construction of a grouping of one or more curb ramp location(s), not to exceed 32 ramps unless otherwise approved under 00180.41, submit unstamped Working Drawings according to 00150.35. Include field verification of each ramp site, and all dimensions, slopes and grades necessary to demonstrate compliance with the Standard Drawings and Plans. Marked up Supplemental Drawings, if field verified, may be submitted as Working Drawings. Notify the Engineer of any deficiencies or noncompliance with the Standard Drawings or Plans. The Engineer will provide additional or modified Plans as needed. Do not begin Work at a curb ramp until submittals for that curb ramp have been received, reviewed, and accepted in writing by the Engineer.

After submittal of the unstamped Working Drawings, according to 00150.35 a site visit may be requested by the Contractor or Engineer. The site visit will include a review of any field

markings and discuss the submitted unstamped Working Drawings. The Engineer will provide additional or modified information, as needed.

Include the following in the Working Drawings:

- Verification of elevations, slopes, grades and dimensions necessary to demonstrate compliance with the Standard Drawings and Supplemental Drawings,
- Verification of potential utility conflicts or other street furnishings that may require relocation or adjustment.
- Identification of infeasibilities or constructability issues with the Standard Drawings and Supplemental drawings.

The Engineer will review the corrective action plan(s) and provide a response to the Contractor within 5 Days after receiving the plan. Do not begin concrete Structure Work until the corrective action plan is approved by the Engineer.

00759.04 Preplacement Conference - Replace this subsection, except for the subsection number and title, with the following:

Before beginning any curb ramp Work, meet with the Contractor's ODOT ADA Certified supervisory personnel and any quality control personnel if applicable, any curb ramp Subcontractors' supervisory personnel, and the Engineer at a mutually agreed upon time.

If the Contractor's personnel change, or if the Contractor proposes a significant revision to the plan for accomplishing the curb ramp Work, the Engineer may require additional preplacement conferences. If the Contractor's schedule of work identifies multiple groups of curb ramp construction, as allowed by 00180.41, additional preplacement conferences may be required for each ramp group, at a mutually agreed upon time before Work begins.

All supervisory personnel who have an active ODOT ADA Certification for Contractors and directly supervise the curb ramp Work are required to attend the preplacement conference.

Add the following subsection:

00759.23 Concrete Resurfacing Equipment - Furnish power-operated scarifying Equipment capable of uniformly removing and preparing the existing surface to depths required. For concrete grinding operations, furnish 12 segment grinders, fine-toothed scarifying Equipment, or other approved grinding Equipment.

00759.31 Qualifications - Add the following sentence to the end of the paragraph:

Provide onsite supervisory personnel that are ODOT ADA Certified during construction of the curb ramps.

00759.46 Concrete - Replace this subsection, except for the subsection number and title, with the following:

Construct the Structures between suitable forms or by the extrusion method. Place concrete according to the Plans, Section 00440, and this Section.

00759.50(a) General - Add the following paragraphs to the end of this subsection:

Cast truncated domes in place. Install truncated domes as shown. Place according to the manufacturer's recommendation. Install abutting truncated dome panels with no more than 1/4 inch spacing. Install anchors along cut edges of truncated dome panels according to manufacturer's recommendations.

In addition, finish concrete surfaces of Structures to be within the established Slopes and dimensions allowed by the Standard Drawings and Plans. Repair or remove and replace Structures not meeting the Standard Drawings and Plans at no additional cost to the Agency.

00759.50(c) Driveways, Walks, and Surfacing - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown, and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 24 inch smart level will be used to measure driveway and sidewalk cross slopes on the Pedestrian Access Route.

00759.50(d) Curb Ramps - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 6 inch smart level will be used to measure curb running slope. The 6 inch smart level will be used to measure slopes on portions of the curb ramp, gutter pan, or adjacent surfaces that cannot accommodate a 24 inch smart level. All other curb ramp locations will use a 24 inch smart level to measure slopes.

Add the following subsection:

00759.55 Correction of Deficient Structures - Unless otherwise approved, notify the Engineer before performing corrective action. Correct deficiencies at no additional cost to the Agency. Perform corrective actions as directed, according to the approved corrective action plan, and according to the following:

(a) Minor Corrective Action - Submit Equipment and procedure for minor corrective action to the Engineer for approval. Minor corrective action can be performed to correct a deficiency up to 1 square foot per panel. Corrective action exceeding 1 square foot per panel requires removal and replacement according to 00150.25. Perform minor corrective action according to the following:

(1) Concrete Grinding - Grinding to correct high area deficiencies is limited to 3/16 inch. Use equipment meeting the requirements of 00759.23. Resurface all ground concrete surfaces according to 00759.55(a)(2).

(2) Concrete Resurfacing - Resurfacing to correct low area deficiencies is limited to 3/16 inch depth. Existing concrete is to be at least 7 Days old prior to resurfacing. Resurface repair areas according to the following:

a. **Keyway** - Sawcut a keyway at the boundaries of repair areas that are not already defined by panel control joints. Sawcut shall be 1/8 inch wide and 1/4 inch deeper than the edge of the repair area. Bevel inside edge of keyway at a 45 degree angle.

b. **Surface Preparation** - Prepare limits of repair area by grinding using Equipment from 00759.23. After grinding, sandblast the surface of the repair area. Clean the surface using a low pressure washer, less than 5,000 psi.

c. **Presoak** - Presoak the repair area for a minimum of 30 minutes to saturated surface dry. Prior to resurfacing, ensure there is no ponding water on the surface.

d. **Resurface** - Provide concrete resurfacer from the QPL according to 02015.60; refer to QPL remarks to select an appropriate material based on allowable installation depths. Furnish resurfacer in a color that closely matches the color of surrounding concrete surfaces. Mask boundaries of the repair area. Use hand tools to work resurfacer into keyways and match existing grade at boundaries. Apply a light broom-finish to achieve non-slip surface.

e. **Curing and Return to Traffic** - Wet cure for a minimum of 1 hour or per the manufacturer's recommendation, whichever is more restrictive. Follow manufacturer's recommendation for return to traffic time.

(3) ACP Grinding – Butt joint to match existing Pavement with a minimum grinding width of 1 foot for each 1/4 inch of ACP removed.

(b) Acceptance of Structures - Once the corrective work or replacement has been completed, acceptance will be based on the Engineer's inspection and approval of the Structure.

00759.90 Payment -

Replace the paragraph that begins "Item (k) includes the additional Work required ..." with the following paragraph:

Item (k) includes the additional Work required to construct a curb ramp or replace an existing curb ramp. Payment for the area of the curb ramp will be made under the concrete walks Pay Item.

Replace the paragraph that begins "No separate or additional payment will be..." with the following paragraph and bullet list:

No separate or additional payment will be made for:

- curb ramp Working Drawings
- curb ramp plan
- preplacement conference
- concrete form verification
- any necessary repair or removal and replacement of Structures
- providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work
- developing corrective action plans

PART 00800 – PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 0865 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

PART 00900 – PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00950 - REMOVAL OF ELECTRICAL SYSTEMS

Comply with Section 00950 of the Standard Specifications modified as follows:

00950.02 Definitions - Delete this subsection.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

00960.02 Equipment List and Drawing Submittals - Replace the paragraph that begins "Within 30 Calendar Days after execution of the Contract, submit ..." with the following paragraph:

Within 30 Calendar Days after execution of the Contract, submit the Blue Sheets (see 00160.00 and 00160.07) and the Green Sheets (see 00160.00 and 00160.07) according to 00150.37 for all materials the Contractor proposes to install. Blue Sheets and Green Sheets contain submittal instructions and will be made available to the Contractor by the Engineer.

00960.30 Licensed Electricians - Replace the paragraph that begins "According to the Oregon Administrative Rule ..." with the following paragraph:

According to the Oregon Administrative Rule 918-282-0120(1), no person or entity shall allow any individual to perform electrical work for which the individual is not properly registered or licensed. Every person who installs electrical systems on the Project shall submit a copy of their electrical license or apprentice registration to the Engineer prior to performing any Work. They must be licensed as an S or a J under Oregon Administrative Rule 918-282.

00960.46 Service Cabinet and Electrical Energy - Replace this subsection, except for the subsection number and title, with the following:

Install service cabinet and associated equipment, then arrange for the Utility providing power to have the service cabinet inspected and make the electrical hook-up prior to field testing. Field test according to 00990.70(g) for traffic signals, or according to 00970.70 for illumination.

Table 00960-1 contains Utility contact information to arrange for the Utility to make electrical hookups:

Table 00960-1

Location	Utility	Utility Contact Person's Name, Email and Phone Number	Utility Job Number
Arrow St Illumination	Portland General Electric	Chung Lam, Chung.Lam@pgn.com , 503-260-7257	M3537887

Furnish and install a meter base approved by the serving Utility (with cover by the Utility), where shown.

Electrical energy is flat-rated. Meter base is not required.

Electrical energy costs will be billed to the Agency for permanent installations.

SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

Comply with Section 00962 of the Standard Specifications modified as follows:

00962.05(c) Illumination Supports - Replace this subsection, except for the subsection number and title, with the following:

Design non-standard poles and foundations according to the following:

- AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals 1st Edition (2015) with 2018 interim revisions
- 2019 Oregon Structural Specialty Code version effective October 1, 2019

Design factors include:

Basic wind speed for extreme limit state103 mph

The following standard illumination pole drawings are prequalified for use on the Project:

Aluminum single davit style arm illumination pole drawings having a 35-foot mounting height with an 8-foot mast arm with a satin brushed finish.

Hapco	41-231PGE
Valmont/Lexington	3500-86108D4

00962.10 Materials - Replace this subsection, except subsection number and title, with the following:

Furnish Materials meeting the following requirements:

Anchor Rods.....	02560
Commercial Grade Concrete	00440
High-Strength Fasteners.....	02560

The rotational capacity test of 02560.60(a) does not need to be repeated at the Project Site for luminaire slip base high-strength bolts.

The rotational capacity test of 02560.60(a) is not required by the supplier and does not need to be repeated at the Project Site for high-strength bolts installed in tapped holes.

The repeated Project Site rotational capacity test of 02560.60(a) for the high-strength thru bolt lots can be performed within 14 Days of installation at a testing facility or project staging location as approved by the Engineer. Keep all bolts in the original sealed containers at all times up until installation.

Furnish steel pole Materials meeting the requirements of Section 02530 modified as follows:

- Provide steel sheet for pole and arms meeting the requirements of ASTM A595, Grade A or B, ASTM A572, or approved equal.
- Provide all other steel sheet and plate meeting the requirements of ASTM A36 or ASTM A572, or approved equal.
- Supplementary Requirement S18 (ASTM A6), maximum tensile strength, is required.
- Galvanized base plates and small and hidden pieces do not require controlled silicon content.

00962.43 Foundations - Add the following to the end of this subsection:

Foundations shall be in conformance with PGE standards.

Add the following subsection:

00962.43(d) Pre-cast Foundations for Luminaire Poles - Supply the anchor bolts and bolt circle requirements to the manufacturer for incorporation into the pre-cast foundation.

Pre-cast foundations for luminaire poles shall obtain a 28-day compressive strength of 5,500 psi. Reinforcement shall be per ASTM A 615 or ASTM A 706, Grade 60 (yield strength of 60,000 psi). Anchor bolts shall be ASTM F 1554, Grade 55, and shall be hot-dip galvanized (per ASTM A 153) after fabrication.

Installation and backfill of pre-cast concrete luminaire pole foundations shall be done only with the inspector present. Any pre-cast concrete pole bases that are installed without the inspector present shall be removed by the Contractor and reinstalled and backfilled with the inspector present at no additional cost. Excavation for pre-cast foundations for luminaire poles shall be completed by auguring a hole with the minimum diameter equal to 1 foot greater than the maximum pre-cast foundation dimension (diagonal for square foundations). The disturbed material shall be removed from the excavation of the pole base, the pre-cast foundation shall be carefully placed on a base of well compacted granular material at the bottom of the excavation to be fully and uniformly supported at true grade and alignment and the over-excavation shall be replaced with compacted selected granular backfill in accordance with Section 00330 at no additional cost to the Agency.

The following pre-cast concrete foundation for the prequalified luminaire poles in 00962.05(c) is prequalified for use on the Project:

OldCastle Precast

5CL-LB

00962.46(j)(2) Assembly of Supports and Bolt Tightening – Delete the sentence “Nuts shall have full thread engagement.”

00962.46(j)(2)(a) Anchor Rods for Signal Supports and Fixed Base Luminaire Supports - Replace this subsection, except for the subsection number and title, with the following:

1. Installation - After foundation concrete strength and curing requirements are satisfied and after inspection of the foundation, pole installation may begin.

Protect anchor rods, washers, and nuts from dirt and moisture. Lubricate anchor rod threads, nuts, and bearing surfaces that will turn during installation according to 02560.70. Estimate the required rake, if any, and set the lubricated leveling nuts accordingly, so that when pole installation is complete and all appurtenances are installed on the pole, the top of the pole is plumb with the base of the pole.

Lift the pole into position on the leveling nuts and washers. Make sure all leveling nuts and washers are in full contact with the base plate.

Install washers with lubricated bearing surfaces that turn during installation and lubricated top nuts, and bring to a snug tight condition. Snug tight is defined as the condition when all plies of the connection are in firm contact and can be obtained by the full effort of a worker on the end of a 12 inch long wrench. Several passes may be required to obtain uniform snug tightness.

When all anchor rods are snug tight, proceed with installation of arms and other appurtenances, if not previously installed. When installation of arms and appurtenances is complete, and the pole is plumb as defined above, final anchor rod tightening may begin. If the pole is not plumb, adjust as required and repeat snug tightening as described above. Make sure all leveling nuts and washers are in full contact with the base plate. As a safety measure, provide crane support of the pole until anchor rods tightening is completed.

Mark the initial relative position of each anchor rod and an outside ridge of each first nut above the base plate with a permanent felt tip pen or similar marker. Retain visibility of the marks for at least 7 Days to verify subsequent nut rotation. Rotate all first nuts above the base plate past snug tight an additional amount shown in 00962.46(j)(2)(e) in two passes. "Cheater" bars, multiplier wrenches, or slugging wrenches are allowed if required for large diameter anchor rods. After final tightening of the first nut above the base plate, tighten the second nut to a snug tight condition for assemblies with two nuts above the base plate.

2. Inspection - Notify the Engineer in writing at least 24 hours before starting installation. The Engineer will observe the installation and tightening operations to ensure that proper procedures are followed.

The installation will be rejected if the geometry does not satisfy the requirements of 02560.05 or no permanent felt tip pen marks are present for at least 7 Days after installation showing the rotation past snug tight.

00962.46(j)(2)(b) Anchor Rods for Slip Base (Break-away) Luminaire Supports - Replace this subsection with the following:

00962.46(j)(2)(b) Anchor Rods and High-Strength Bolts for Slip Base (Break-away) Luminaire Supports

1. Installation - After foundation concrete strength and curing requirements are satisfied and after inspection of the foundation, pole installation may begin.

Furnish, at no additional cost to the Agency, a calibrated torque wrench of a capacity appropriate to the size and type of the bolts being tightened. Confirm the accuracy of the calibrated torque wrench through calibration by an approved independent testing agency at least once a year.

Protect anchor rods, washers, and nuts from dirt and moisture. Lubricate anchor rods, nuts, and bearing surfaces that will turn during installation according to 02560.70. Estimate the required rake, if any, and set the lubricated leveling nuts accordingly, so that when pole installation is complete and all appurtenances are installed on the pole, the top of the pole is plumb with the base of the pole.

Install the anchor plate on the leveling nuts and washers. Make sure all leveling nuts and washers are in full contact with base plate.

Install washers with lubricated bearing surfaces that turn during installation and lubricated top nuts, and bring to a snug tight condition. Snug tight is defined as the condition when all plies of the connection are in firm contact, and can be obtained by the full effort of a worker on the end of a 12 inch long wrench. Several passes may be required to obtain uniform snug tightness.

When all anchor rods are snug tight, proceed with the "Slip Base Bolting Procedure" as shown and lubricate bolt threads and bearing surfaces that turn during installation according to 02560.70. When the slip base bolting procedure is complete, final anchor rod tightening may begin. As a safety measure, provide crane support of the pole until anchor rod tightening is complete.

Mark the initial relative position of each anchor rod and an outside ridge of each first nut above the base plate with a felt tip pen or similar marker. Retain visibility of the marks for at least 7 Days to verify subsequent nut rotation. Rotate all first nuts above the base plate past snug tight an additional amount shown in 00962.46(j)(2)(e) in two passes. "Cheater" bars, multiplier wrenches, or slugging wrenches are allowed if required for large diameter anchor rods.

2. Inspection - Notify the Engineer in writing at least 24 hours before starting installation. The Engineer will observe the installation and tightening operations to ensure that proper procedures are followed.

The installation will be rejected if the geometry does not satisfy the requirements of 02560.05 or no permanent felt tip pen marks are present for at least 7 Days after installation showing the rotation past snug tight.

00962.46(j)(2)(c) High-Strength Bolts in Mast Arm-to-Pole Connections and Luminaire Arm-to-Pole Connections - Replace this subsection with the following:

00962.46(j)(2)(c) High-Strength Thru Bolts in Mast Arm-to-Pole Connections and Luminaire Arm-to-Pole Connections -

1. Installation - Do not reuse galvanized high strength bolts. Retightening previously tightened bolts that may have been loosened by the tightening of adjacent bolts will not be considered a reuse.

Provide all high strength bolts according to the details shown. Use bolt, nut, and washer combinations from the same rotational capacity lot with new and unused direct tension indicators with protrusions in contact with the hardened washer.

Protect fasteners from dirt and moisture. Do not remove the lubricant that is present in as-delivered condition. Lubricate threads, nuts, and bearing surfaces that turn during installation according to 02560.70.

Bring the connection to a snug-tight condition. Snug-tight is defined as the condition when all plies of the connection are in firm contact and can be attained by applying the full effort of a worker on the end of a 12 inch long wrench to each bolt in the connection. Tighten all fasteners in the connection by progressing systematically from the most rigid part of the connection to the free edges in a manner that will minimize relaxation of previously tightened fasteners. In some cases, proper tensioning of the bolts may require more than a single cycle of systematic partial tightening. After attaining a snug-tight condition, tighten all fasteners in the connection by progressing systematically from the most rigid part of the connection to the free edges until the direct tension indicator spaces between the protrusions refuse entry of a 0.005 inch feeler gauge in all spaces except one. "Cheater" bars, multiplier wrenches, or impact wrenches are allowed. Provide impact wrenches with enough capacity and supplied air to tighten each bolt in 10 seconds or less. Do not use a slugging wrench or similar method for final tightening.

2. Inspection - Notify the Engineer in writing at least 24 hours before starting installation. The Engineer will observe the installation and tightening of bolts to determine that the tightening procedures are properly used. Inspect all bolts in each joint. The joint will be accepted as properly tightened when one open space allows entry of a 0.005 inch feeler gauge. If there is more than one space between the direct tension indicator protrusions that allow entry of a 0.005 inch feeler gauge, re-inspect all bolts, retighten bolts in the joint as required, and resubmit the joint for inspection. If no spaces exist between the direct tension indicator protrusions that allow entry of a 0.005 inch feeler gauge, replace bolt assembly, tighten bolts in the joint as required, and resubmit the joint for inspection. Connections that have all bolts fully tightened can replace one bolt at a time without providing crane support of the mast arm.

The installation will be rejected if the geometry does not satisfy the requirements of 02560.05.

00962.46(j)(2)(d) Final Tightening - Replace this subsection with the following:

00962.46(j)(2)(d) High-Strength Bolts in Tapped Holes in Mast Arm-to-Pole Connections and Luminaire Arm-to-Pole Connections -

1. Installation - Protect fasteners from dirt and moisture. Lubricate bolt threads and bearing surfaces that turn during installation according to 02560.70. Provide all high-strength bolts with hardened flat washers under the element turned during tightening.

If arms or appurtenances are attached after pole erection, support them until bolts are snug tight.

Install high-strength tapped hole connections to a snug tight condition. Snug tight is defined as the condition when all plies of the connection are in firm contact, and can be obtained by the full effort of a worker on the end of a 12 inch long wrench. Mark the initial relative position of the outside ridge of each turned element (nut or bolt head) and plate with a permanent felt tip pen or similar marker. Retain visibility of the marks for at least 7 Days to verify subsequent nut rotation. Rotate the top nut of each bolt past snug tight by the amount in 00962.46(j)(2)(e). Several passes may be required to obtain uniform snug tightness. "Cheater" bars, multiplier wrenches, and impact wrenches are allowed. Provide impact wrenches with enough capacity and supplied air to tighten each bolt in 10 seconds or less. Do not use a slugging wrench or similar method for final tightening.

2. Inspection - Notify the Engineer in writing at least 24 hours before starting installation. The Engineer will observe the installation and tightening operations to ensure that proper procedures are followed.

The installation will be rejected if the geometry does not satisfy the requirements of 02560.05 or no permanent felt tip pen marks are present showing the rotation past snug tight.

Add the following subsection:

00962.46(j)(2)(e) Final Tightening - Required final tightening of anchor rods and high-strength bolts are shown in the following Table:

Connection Type	Rotation Past Snug Tight
ASTM F1554, Grade 36 Anchor Rods	30° (1/12 turn)
ASTM A449 Anchor Rods	60° (1/6 turn)
ASTM F1554 Grade 55 Anchor Rods	60° (1/6 turn)
ASTM F3125, Grade A325 Bolts	60° (1/6 turn)

SECTION 00970 - HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications modified as follows:

00970.00 Scope - Add the following:

 This Work includes furnishing and installing City of Sherwood approved materials, providing a roadway illumination system on illumination poles, and meeting the requirements and

standards of Portland General Electric (PGE) Option B as shown on the plans. If there is a conflict between PGE standards and these Specifications, the more stringent standard shall control.

Provide lighting equipment as specified in the Specifications, the project plans or from the PGE Approved Street Lighting Equipment List in effect on the date the Project is advertised.

Add the following subsection:

00970.02 Definitions:

Qualified Worker - A qualified worker means one who is knowledgeable about the construction and operation of the electrical power generation, transmission, and distribution equipment as it relates to his or her work, along with the associated hazards, as demonstrated by satisfying the qualifying requirements for a "qualified person" or "qualified employee" with regard to the work in questions as described in 29 CFR 1910.269 effective January 31, 1994, as it may be amended from time to time. In this case, a Qualified Worker is a journeyman lineman, or someone who has the equivalent training, expertise and experience to perform journeyman lineman work.

Add the following subsections:

00970.04 Required Submittals - In additional to the requirements of Section 00960, submit installation details for the following equipment:

- Light fixture including LED board and driver
- Photoelectric control

00970.11 LED Street Lighting - For Projects with LED street lighting, provide the following pre-approved Equipment from the PGE Approved Street Lighting Equipment List:

- Fixture - LED fixtures shall be dimmable, four-bolt mounting bracket, gray finish, field adjustable drive current, ANSI 7-wire photocontrol receptacle and utility wattage label. Fixture voltage, color temperature, distribution and drive current as shown on the Plans. Where a single photocell is used for the lighting system, shorting caps shall be provided for each fixture.

Approved fixtures are:

LEOTEK Green Cobra GCM2 series.

- Photoelectric control – Photoelectric controls shall be long life with a minimum 10 year guarantee and a 25 year rated life.

Approved photoelectric controls are:

WESTIRE brand, 8483 series;

Ripley model number RD8645; and

DTL model number DLL 1271.5 J50

00970.30 Qualified Worker - In addition to the requirements of 00960.30, provide a qualified worker meeting the requirements defined in 00970.02 for performing work under this Section.

00970.43 Photocontrol Electronic Relay - Replace this subsection with the following:

Install photoelectronic control relay as shown on the plans.

Add the following subsection:

00970.47 HDPE Conduit and Connectors - High Density Polyethylene (HDPE) conduit may be used for horizontal directional drilling (HDD) applications. Provide HDPE conduit that is orange in color. Join HDPE conduit sections by mechanical fittings that have barbed threads on both ends or by a swedge coupler with two-part conduit adhesive.

The maximum length of the continuous single section of HDPE conduit installation is 250 feet.

Use woven polyester pull tape on all HDPE direct-bore installations for all brushing and mandrel proofing of the conduit. Provide a single continuous non-spliced run of tape within the conduit.

00970.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

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

The quantities of lighting poles and arms are listed on the Project Plans. Any adjustment to the contract lump sum amount will be made according to 00190.10(h).

00970.90 Payment - Replace the sentence that begins with Item (d) . . . with the following:

Item (d) includes all switches, conduit, cabinets, wiring, delineators, junction boxes, and other items required to construct the lighting system and communication systems as specified.

PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL

SECTION 01012 - STORMWATER CONTROL, WATER QUALITY STRUCTURES

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01012.00 Scope - This Work consists of furnishing and installing a Water Quality Structure as shown in the Contract Drawings.

01012.02 Definitions:

Water Quality Structure - An underground self-activating Structure with no moving mechanical parts or external power sources which removes pollutants from stormwater runoff and retains the pollutants in the Structure.

01012.03 Submittals - Furnish Water Quality Structures from the QPL. Water Quality Cartridges shall be Celan Water Services approved or equivalent.

Provide the following Water Quality Structures as indicated in Table 01010-1:

Table 01010-1

Location (Station)	Stormwater Control Facility Treatment Category
"AP" 15+31	Suspended Solids

Submit the following according to 00150.35:

- Unstamped Working Drawings that include the following information:
 - All design and construction details.
 - Structure plan view with dimensions.
 - Typical section with dimensions.
 - All appurtenances labeled.
 - Installation and pipe connection details.
 - Peak flow bypass details.
- Manufacturer prepared product brochures.
- Design calculations showing the water quality design flow rate and online peak flow rate requirements for each Water Quality Structure listed in the Table 01010-2.

Table 01010-2a

Drainage Facility Identification Number	Location (Station)	Contributing Impervious/Drainage Area (Acres)	On-line or Off-line	Water Quality Design Flow Rate (cubic feet per second)	On-line Water Quality Structure Peak Flow Rate (cubic feet per second)
	"AR" 15+31	0.87	On-line	0.08	0.81

Construction

01012.40 General - Construct Water Quality Structures according to the manufacturer's recommendations.

01012.41 Pipe connections - Place connecting pipe at the required alignment and grade. Set the connecting pipe through the full thickness of the wall and flush with the inner face of the wall. Ensure that pipe connections to the Structure are watertight. Connect all pipes to Water Quality Structure according to the manufacturer's recommendations.

Maintenance

01012.70 Cleaning - Remove all accumulated sediment and debris before completing the facility.

Measurement

01012.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

01012.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Manhole, Cartridge".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified in the Contract Drawings.

SECTION 01015 - STORMWATER CONTROL, UNDERGROUND DETENTION SYSTEM

Section 01015, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01015.00 Scope - This Work consists of furnishing and installing an Underground Detention System as shown.

01015.02 Definitions:

Underground Detention System - An underground self-activating Structure with no moving mechanical parts or external power sources which provides detention volume for stormwater runoff within the Structure.

01015.03 Submittals - Provide the following Underground Detention System as indicated in Table 01015-1:

Table 01015-1

Location (Station)	Stormwater Control Facility Treatment Category
"AP" 15+20	Flow Control/Volume

Submit the following according to 00150.35:

- Unstamped Working Drawings that include the following information:
 - All design and construction details.
 - Structure plan view with dimensions.
 - Typical section with dimensions.
 - All appurtenances labeled.
 - Installation and pipe connection details.
 - Peak flow bypass details.
- Manufacturer prepared product brochures.
- Design calculations showing the design flow rate inflow and outflow requirements for each Underground Detention System listed in the Table 01015-2a and Table 01015-2b.

Table 01015-2a

Location (Station)	Contributing Impervious/Drainage Area (Acres)	Volume (cuft)
"AR" 15+20	0.87	3,818

Table 01015-2b

Storm Event*	Untreated Inflow (cubic feet per second)	Treated Outflow (cubic feet per second)
2-year	0.51	0.08
5-year	0.64	0.25
10-year	0.71	0.31

*24-hour Type 1A Santa Barbara Unit Hydrograph rainfall event

Construction

01015.40 General - Construct Underground Detention System according to the manufacturer's recommendations.

01015.41 Pipe connections - Place connecting pipe at the required alignment and grade. Set the connecting pipe through the full thickness of the wall and flush with the inner face of the wall. Ensure that pipe connections to the Structure are watertight. Connect all pipes to Underground Detention System according to the manufacturer's recommendations.

Maintenance

01015.70 Cleaning - Remove all accumulated sediment and debris before completing the facility.

Measurement

01015.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

01015.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item " Underground Detention System".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 01030 – SEEDING

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

Add the following text and Pay Item to the following subsection:

01030.00 Scope – “Yard Restoration” covers restoration of all non-paved areas of disturbance to equal or better condition than it was prior to the start of construction, as well as fill with mulch, soil, compost mulch (incidental). This work consists of all materials, equipment and labor to complete the work. “Yard Restoration” may also include the removal

and reinstallation of shrubs/small trees as necessary to complete the work. Shrubs/small trees replanted by the contractor that do not survive the 2-year maintenance period will be replaced at the contractor's expense. Includes fill areas behind new curb.

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

Or approved equivalent.

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

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

Seeding and bonded fiber matrix is incidental to Yard Restoration.

Add the following subsection:

01030.15 Mulch –

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

Bark mulch is incidental to Yard Restoration.

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

01030.80 Measurement – There will be no measurement of pay items under this section.

Modify the following subsection as follows:

01030.90 Payment –

Pay Item	Unit of Measurement
(n) Yard Restoration	Lump Sum

PART 02000 – MATERIALS

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions:

Add the following definition:

Lightweight Concrete - Structural concrete having a specified density using lightweight Aggregates.

Replace the sentence that begins “**Pozzolans** - Fly ash, silica fume...” with the following sentence:

Pozzolans - Fly ash, natural Pozzolans, silica fume, and high-reactivity Pozzolans.

Replace the sentence that begins “**Supplementary Cementitious Materials** - Fly ash, silica fume...” with the following sentence:

Supplementary Cementitious Materials - Pozzolans and ground granulated blast furnace slag.

02001.15(a) Current Mix Designs - Replace this subsection, except for the subsection number and title, with the following:

Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 24 months on any project, public or private, may be submitted for review. Provide individual test results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from within the last two years. For HPC designs the length change and permeability tests must be from within the last two years.

02001.15(b)(1) Trial Batch Plastic Properties - Replace this subsection, except for the subsection number and title, with the following:

For each trial batch, test according to the following test methods:

Test	Test Method
Sampling Fresh Concrete	WAQTC TM 2
Concrete Temperature	AASHTO T 309
Slump	AASHTO T 119 ¹
Air Content	AASHTO T 152 or T 196 ²
Density	AASHTO T 121
Yield	AASHTO T 121
Molding Concrete Specimens	AASHTO T 23 or R 39 ³
Water Cement Ratio	⁴

- 1 For drilled shaft concrete test the slump retention by subsequent tests at 60 minute intervals for the duration of the estimated drilled shaft placement. Report in table or graphical format.
- 2 Use AASHTO T 196 for lightweight concrete.
- 3 Cast cylinders in single use plastic molds.
- 4 Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP.

02001.15(c)(10) Plastic Concrete Tests – Replace the bullet that begins “Initial slump test result and subsequent....”

- Initial slump test results and subsequent results at 60-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

02001.15(c)(12) Strength Analysis - Replace this subsection, with the following subsection:

02001.15(c)(12) Documentation of Average Compressive Strength - Provide an analysis, showing applicable data and calculations for documentation of average compressive strength according to ACI 301.

02001.20(a) Strength - Replace Table 2001-1 with the following Table 2001-1:

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength f'_c (psi)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	4000 (Drilled Shaft)	
	HPC4500	0.40
	HPC(IC)4500	
	5000 +	
Paving	4000	0.44
PPCM's (with cast-in-place decks and no entrained air)	5000	0.48
	5500	0.44
	6000 +	0.42

02001.20(a)(1) Required Average Compressive Strength (f'_{cr}) - Replace this subsection, except for the subsection number and title, with the following:

Except for PPCM designs, provide the required average compressive strength according to ACI 301 for mix design approval.

02001.30(e)(1) HPC Coarse Aggregate Content - Delete the paragraph that begins “Two or more Aggregate products or sources...”

Add the following subsection:

02001.50(d) Concrete Strength Testing Technician (CSTT):

- Receive concrete test cylinders
- Record data
- Strip cylinders
- Store cylinders
- Test cylinders
- Record test data
- Report test data

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 – SUPPLEMENTARY CEMENTITIOUS MATERIALS

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

02030.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for fly ash, natural pozzolans, silica fume, ground granulated blast furnace slag and high reactivity pozzolans used in portland cement concrete.

02030.10 Fly Ash - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class C and Class F fly ash from the QPL and conforming to AASHTO M 295 (ASTM C618).

Add the following subsection:

02030.15 Natural Pozzolans - Furnish Class N natural pozzolans from the QPL and conforming to AASHTO M 295 (ASTM C618).

02030.50 Metakaolin - Replace this subsection with the following:

02030.50 High Reactivity Pozzolans - Furnish high-reactivity pozzolans from the QPL and conforming to AASHTO M 321.

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:

02050.10 Liquid Compounds - Replace the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit a one quart sample from each lot for testing. Samples will be tested according to ODOT TM 721. Samples are not required for curing compounds used on Commercial Grade Concrete.

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:

02320.10(a)(1) Geotextiles - Add the following bullet to the beginning of the bullet list:

- QPL approved for the intended application.

02320.10(b) Acceptance Requirements - Replace this subsection with the following subsection:

02320.10(b) Identification - Identify geotextiles by the product name printed directly on the geotextile by the Manufacturer. For all other geosynthetics and when geotextiles are not marked with a product name, identify geosynthetics by the product label attached to the original packaging or the geosynthetic itself by the Manufacturer.

Allow the Engineer to visually verify geosynthetic products before installation. Open packaged geosynthetics before use in the presence of the Engineer to confirm the correct product. Geotextile rolls without the product name printed on the geotextile or the product label affixed to the geotextile or roll core by the Manufacturer will be rejected. Any other geosynthetics that are unwrapped, missing original packaging or previously opened may not be used unless approved by the Engineer.

02320.10(c)(1) Geotextiles - Replace this subsection, except for the subsection number and title, with the following:

Geotextile products listed in the QPL that are identified as “NTPEP listed” in the remarks column have been approved based on participation in the AASHTO National Transportation Product Evaluation Program (NTPEP) and test data from the program. Manufacturer’s test certification is not required for NTPEP listed geotextiles from the QPL. For other geotextiles, include the following unless directed otherwise:

- QPL product category and proposed project application.
- Product name printed directly on the geotextile by the Manufacturer. For geotextiles that are not marked with a product name, provide geotextile with product label attached to the geotextile or original packaging by the Manufacturer.
- Manufacturer’s name, lot number, roll number, production facility address, and full product information (style, brand, name, etc.).
- Chemical composition of filaments and yarns, including polymer(s) used.
- Minimum average roll values for each of the specified properties from the same lot of geotextiles as the delivered material.

SECTION 02440 – JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications.

SECTION 02450 – MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications.

SECTION 02510 – REINFORCEMENT

Comply with Section 02510 of the Standard Specification.

SECTION 02515 – PRESTRESSING REINFORCEMENT

Comply with Section 02515 of the Standard Specifications.

SECTION 02560 - FASTENERS

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

02560.30(b) High Strength Tie Rods, Anchor Bolts and Anchor Rods - Add the following paragraph to the end of this subsection:

End stamp all ASTM F1554, Grade 105 according to ASTM F1554 Supplementary Requirements S2 and S3. If the end of the bolt is to be embedded in concrete, the projecting end from the concrete shall be the marked end.

SECTION 02630 – BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications.

SECTION 02690 - PCC AGGREGATES

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

02690.20(a) Harmful Substances - In the paragraph that begins “Material passing No. 200 sieve...”, replace the words “T 11” with the words “T 27 / T 11”.

02690.20(e) Grading and Separation by Sizes for Prestressed Concrete - Replace this subsection with the following subsection:

02690.20(e) Grading and Separation by Sizes - Sampling shall be according to AASHTO R 90. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-1
 Gradation of Coarse Aggregates
 Percent passing (by Weight)

Size Number	Nominal Size Square Openings	Sieve Size											
		(2½ in.)	(2 in.)	(1½ in.)	(1 in.)	(¾ in.)	(½ in.)	(¾ in.)	(No. 4)	(No. 8)	(No. 16)	(No. 50)	(No. 200)
3	(2 to 1 in.)	100	90 to 100	35 to 70	0 to 15	—	0 to 5	—	—	—	—	—	**
357*	(2 in. to No. 4)	100	95 to 100	—	35 to 70	—	10 to 30	—	0 to 5	—	—	—	**
4	(1½ to ¾ in.)	—	100	90 to 100	20 to 55	0 to 15	—	0 to 5	—	—	—	—	**
467*	(1½ to No. 4)	—	100	95 to 100	—	35 to 70	—	10 to 30	0 to 5	—	—	—	**
5	(1 to ½ in.)	—	—	100	90 to 100	20 to 55	0 to 10	0 to 5	—	—	—	—	**
56	(1 to ¾ in.)	—	—	100	90 to 100	40 to 85	10 to 40	0 to 15	0 to 5	—	—	—	**
57	(1 to No. 4)	—	—	100	95 to 100	—	25 to 60	—	0 to 10	0 to 5	—	—	**
6	(¾ to ½ in.)	—	—	—	100	90 to 100	20 to 55	0 to 15	0 to 5	—	—	—	**
67	(¾ to No. 4)	—	—	—	100	90 to 100	—	20 to 55	0 to 10	0 to 5	—	—	**
68	(¾ to No. 8)	—	—	—	100	90 to 100	—	30 to 65	5 to 25	0 to 10	0 to 5	—	**
7	(½ to No. 4)	—	—	—	—	100	90 to 100	40 to 70	0 to 15	0 to 5	—	—	**
78	(½ to No. 8)	—	—	—	—	100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5	—	**
8	(¾ to No. 8)	—	—	—	—	—	100	85 to 100	10 to 30	0 to 10	0 to 5	—	**
89	(¾ to No. 16)	—	—	—	—	—	100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5	**

* Use two or more separated sizes which when combined meet these gradation limits.

** See 02690.20(a). Do Not evaluate material passing the No. 200 sieve according to 00165.40.

02690.20(f) Grading and Separation by Sizes for Other Concrete - Delete this subsection.

02690.30(b) Harmful Substances - In the paragraph that begins “Material passing No. 200 sieve...”, replace the words “T 11” with the words “T 27 / T 11”.

02690.30(g) Grading - In the paragraph that begins “Sampling shall be according to...”, replace the words “AASHTO T 2” with the words “AASHTO R 90”.

SECTION 02926 - HIGHWAY ILLUMINATION MATERIALS

Comply with Section 02926 of the Standard Specifications modified as follows:

Add following subsection:

02926.41(f) Electrical Splice Materials - Furnish electrical splice materials meeting the following requirements:

- **Split bolt** - Made of silicon bronze to securely join the wires both mechanically and electrically.
- **Heat-shrink tubing** - Split-resistant and adhesive-lined tube made of polyolefin complying with UL 224 or UL 486D, temperature range -67 °F to 230 °F, with 600 V rated inner melting wall or liner to provide void-free encapsulated insulation.
- **Insulating rubber tape** - Electrical grade, nondrying, rubber based, elastic type complying with ASTM D4388.
- **Insulating vinyl plastic tape** - Low temperature (0 °F) resistant, vinyl chloride plastic, electrical insulating tape with pressure-sensitive adhesive. Comply with ASTM D3005.