



**CITY OF OREGON CITY
PARKS DEPARTMENT**

**CONTRACT DOCUMENTS FOR THE
MT. VIEW CEMETERY RESTROOM
PROJECT**

September, 2022

**City of Oregon City
500 Hilda Street
971-204-4603
Oregon City, OR 97045
www.orcity.org**

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SECTION I – CONTRACT AGREEMENT

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SECTION I A
CONTRACT AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2022, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **ROMTEC, INC.** (“CONTRACTOR”).

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **MT. VIEW CEMETERY RESTROOM PROJECT** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Scope of Work Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Contract Agreement Oregon City Public Improvement Standard Conditions Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions	Prevailing Wage Rates for Public Works Contracts in Oregon, dated July 1, 2022 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 1, 2022 Prevailing Wage Apprenticeship Rates dated July 1, 2022 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Romtec Preliminary Scope of Supply and Services Contract Drawings Romtec Terms & Conditions Addendum A Mt. View Cemetery Topographic Survey City of Oregon City Standard Details Technical Specifications 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be completed by June 30, 2023 as referenced in the Romtec Terms & Conditions Addendum A.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **Five hundred twenty - seven thousand two hundred thirty-six and 50/100 dollars (\$527,236.50).**

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY

ROMTEC, INC.

By: _____
Anthony J. Konkol III
City Manager

Printed Name

By: _____
Kendall Reid
Parks and Recreation Director

By: _____
Authorized Signature

Title

Approved as to Legal Sufficiency

By: _____
City Attorney

Date

Address:

City Commission Award Date:

Federal Taxpayer ID Number

SECTION I B
PUBLIC IMPROVEMENT STANDARD CONDITIONS

1. Time of Completion. The City and the Contractor recognize that time is of the essence in this agreement, and the City may sustain damages if work is not completed within the contract time limit as stated or as adjusted during the life of the contract. It is agreed that the Contractor shall pay the City, as liquidated damages, but not as a penalty, the per diem amount listed in the Schedule of Liquidated Damages, as set forth in the contract documents, for each and every day elapsed in excess of the final contract time.

Permitting the Contractor to finish the work after the contract time has expired shall not be a waiver of any of the City's contract rights.

2. Payments, Statement of Compliance and Subcontractor Payments.

a. Contract Sum and City Payments.

The City shall pay to the Contractor, for the performance of this agreement, the amounts determined for the total supplied number of each of the specified units of work in the Schedule of Bid Items contained in the contract documents. The number of units contained in this schedule is understood to be approximate only, and that any item may be expanded, contracted, or eliminated by procedures contained in the contract documents.

b. Statement of Compliance.

Before any payment is made to the Contractor, the Contractor shall file with the City a statement, under oath, that it has complied with all provisions of state law governing contractors on a public contract. In addition, the Contractor shall file with the City a sworn statement by each of its subcontractors to the same effect.

c. Progress Payments and Retainage.

Partial payments may be made by the City on a monthly basis. Partial payments will be based on an estimate of the percentage of completion for the work. Progress payments shall not be considered an acceptance or approval of any of

the work or a waiver of any defects therein. The City may reserve, as retainage from progress payments, an amount not to exceed five percent of the payment. The Contractor shall have the right to have cash retainage deposited in an interest-bearing account, in accordance with ORS 279C.550. The City does not accept deposit bonds or securities in lieu of cash retainage.

d. Certified Payroll Statements.

The Contractor shall file certified payroll statements with the City at a minimum of once per month. Failure to do so shall result in the City withholding 25% of amounts due the Contractor, in addition to any other required retainage.

e. Final Payment.

The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by this agreement. Not more than 30 days after final completion of the Work and the City's final acceptance of the work, which shall include the taking of final measurements of quantities, the City shall make its final payment to the Contractor. Retainage held by the City shall be included in, and paid to the Contractor, as part of the final payment. If the final payment is made more than 30 days after final completion and final acceptance, the City shall pay the Contractor interest at the rate of one and one half (1 - 1/2%) per month on the final payment, commencing 30 days after completion of the work by the Contractor and final acceptance of the Work by the City. To facilitate the City's inspection, the Contractor shall notify the City in writing when the Contractor considers the work complete.

f. Subcontractor Payments.

The Contractor shall pay the subcontractor for satisfactory performance under the subcontract, out of amounts that are paid by the City to the Contractor, within 10 days of the Contractor's receipt of such payments from the City.

If the Contractor, or a first tier subcontractor, fails to make timely payment to the subcontractor then the Contractor or first tier subcontractor shall owe the person the amount due plus an interest penalty beginning on the day after the required payment date and ending on the date on which payment is made, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first tier subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when the payment was received from the Contractor, a first tier subcontractor or City, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

The subcontractor must provide in all contracts with lower tier subcontractors or suppliers a clause requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the provisions of the immediately preceding two paragraphs above.

Pursuant to ORS 279C.515(C), if the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing 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.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the City, may pay such claim to the person furnishing the labor or services and charge the amount of the

payment against funds due or to become due the Contractor by reason of the contract.

First tier subcontractors shall file certified payroll statements with the Contractor. Failure to do so shall result in the Contractor withholding 25% of amounts due the first tier subcontractor.

3. Insurance, Indemnity, Termination.

a. Insurance.

The Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage, which the City may carry. A copy of each policy or a certificate satisfactory to the City shall be delivered to the City prior to commencement of work.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the State of Oregon. Each policy shall contain an endorsement entitling the City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation.

In the event statutory limits of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, the City shall have the right to require the Contractor to increase the Contractor's coverages to the statutory limit for such claims, and to increase the aggregate coverage to twice the amount of the statutory limit.

The adequacy of all insurance required by these provisions shall be subject to approval by the City. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination by the City.

i) Comprehensive General Liability.

The Contractor shall maintain a broad form comprehensive general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000. Coverage shall be for

bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover the Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

ii) Comprehensive Automobile Liability.

The Contractor shall maintain a comprehensive automobile liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

iii) Workers' Compensation Insurance.

The Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The Contractor shall provide the City with such further assurances as the City may require from time to time that the Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

b. Indemnification.

The Contractor shall indemnify and hold the City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs (including attorney fees) and other costs of defense, arising out of or in any way related to the Work, the Contractor's failure to comply strictly with any provision of this contract, or any other actions or failure to act by the Contractor and the Contractor's employees, agents, officers, representatives and subcontractors.

In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

c. Termination and Suspension.

The City may terminate this contract or suspend the work at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest.

In the event the Work's suspension is not the result of a labor dispute and this contract is not terminated, the Contractor shall be entitled to a reasonable extension of the time for completion, to be determined by the City, and shall be compensated for all actual verified costs incurred as a result of the suspension, plus the Contractor's standard overhead with respect to such costs.

In the event of a termination of this contract under these provisions, the Contractor shall be compensated for any preparatory work and actual, verified costs and expenses incurred as a result of the termination. In addition the Contractor shall be compensated for the Work performed on the basis of the Contract Sum in the case of any fully completed separate item or portion of the Work for which there is a separate or unit price, and with respect to any other portion of the Work shall be paid a percentage of the Contract Sum allocated to such other Work equal to the percentage of Work completed to the date of termination.

None of the foregoing provisions concerning compensation in the event of a suspension of Work or termination of this contract shall apply if such suspension or termination occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed

satisfactorily with the Work in accordance with specifications.

4. Liquidated Damages.

Unless provided elsewhere in the Contract documents, liquidated damages in the amount of \$250.00 per calendar day shall apply for every day after the completion time limit that the project is not Substantially Complete.

Permitting the Contractor to continue and finish the work after the contract time or adjusted contract time has expired shall not be a waiver of any of the City's contract rights.

Payment of liquidated damages shall not release the Contractor from any obligations to complete the work nor constitute a waiver of the City's right to collect any additional damages that the City may sustain by failure of the Contractor to fulfill the contract. Liquidated damages shall be full and complete payment only for failure of the Contractor to complete the work on time. The amount of liquidated damages accrued may be deducted from payments due or to become due to the Contractor.

A contractor who has been assessed liquidated damages in a contract with the City shall be ineligible to bid on contracts from the City for a period of five (5) years from the date that the liquidated damages have been assessed.

5. Work Schedule.

The Contractor shall notify the City Engineer a minimum of 48 hours prior to commencing work. The Contractor shall perform all work in an expeditious manner, minimizing delays and inconvenience to local businesses and/or residents.

6. Existing Utilities.

The Contractor shall be responsible for checking actual utility locations in the field and checking with appropriate agencies that may have underground facilities within the project limits. The Contractor shall notify utility companies at least 2 business days, but not more than 10 business days before commencing any excavations. The excavator shall notify a utilities notifications system of the date, location, and depth of the proposed excavation and the type of

work to be performed. Notifying a utilities notification system constitutes notice only to the participating members of that service. If no utilities notification system is available, or if the owner of the underground facilities is not a member of a utilities notification system, the excavator shall give the same notice to each owner of underground facilities who is known to the excavator or who can be identified and contacted by the excavator.

7. Materials.

All materials shall be as specified in the Technical Specifications, plans, noted or other technical descriptions included herewith, unless otherwise noted. The City reserves the right to sample and test all material according to specification requirements cited in this contract.

8. Traffic Control.

Maintenance of traffic and traffic control through the work area shall be the responsibility of Contractor. If Contractor fails at any time during the project to provide adequate access for local traffic, the City may, at the discretion of the City Engineer, and giving the Contractor four (4) hours' notice, perform the necessary work to restore traffic and deduct the cost of such work from the contract price. The provisions for traffic control shall perform the necessary work to restore traffic and deduct the costs of such work from the contract price. The following provisions shall be made for traffic control:

- a. All work done under this contract in the City's right of way shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as currently modified by the Oregon Department of Transportation.
- b. The Contractor shall insure that during non-work hours, that on-call staff is available to maintain all traffic control devices for the project. Both the City Engineer and the Chief of Police will be provided up to date contact information on these people. Failure to comply with this provision will cause the Contractor to be billed for any services required to be provided by City forces to

provide adequate protection to the traveling public during non-work hours.

- c. Traffic control and temporary protective and directional devices may be used outside the limits of the project when they have direct bearing on the work under contract.
- d. The Contractor shall consider at least the following factors in restricting traffic flow (consistent with notes above):
 - i) Emergency vehicle access.
 - ii) Sufficiency of traffic control personnel and devices.
 - iii) Prior warning to the public and residents.
 - iv) Notification to TriMet, School District, Post Office, garbage company, and City/County emergency dispatch agencies.
- e. At the pre-construction conference, the Contractor shall provide the name, address and telephone number of the individual responsible for project and construction traffic controls during non-working hours.
- f. The Contractor shall not interrupt access to any private driveway for more than three consecutive hours unless written permission has been given to the Contractor by the owner of the property affected. Advance notice of forty-eight hours shall be given by the Contractor to the affected landowners and residents.

9. Contractor's Use of Premises.

The Contractor shall exercise care to protect adjacent existing structures and property from damage. All debris and excess materials shall be removed and disposed at the direction of the City Engineer.

10. Control of Work.

All work done under this contract shall not be deemed complete until accepted by the City Engineer. The City Engineer shall decide any and all questions that may arise as to the quality

and/or acceptability of the materials used and/or work performed. Final approval and acceptance of any and all work performed under this contract shall be the responsibility of the City Engineer.

11. Contractor's Responsibility.

It is understood that the plans, specifications and other contract documents do not purport to control the method of preparing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method of performing and installing the work included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this contract.

12. Plans and Specifications.

If there is a conflict between contract documents, the document highest in precedence shall control. The precedence shall be:

- First: Permits as may be required by law
- Second: Contract Agreement
- Third: Bidder's Proposal
- Fourth: Technical Provisions (Technical Specifications and Drawings)
- Fifth: General Requirements, General Conditions, and Supplementary Conditions

Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans as modified by the General Requirements and Technical Provisions applicable to this Project.

13. Control of Contractor Work.

It will be the direct responsibility of the Contractor to furnish every subcontractor a complete set of project plans and ensure that these plans are on the project site and in use when the subcontractor is performing that portion of the project.

The Contractor shall be responsible for any process control sampling, testing, measurement,

and inspection needed to insure that the finished work complies with specifications. When density testing is required for assurance and/or acceptance testing, the Contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the engineer. All test results shall be provided in written report form to the engineer.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the engineer. The Contractor shall provide, at all times, a competent superintendent for all work on the project. The superintendent shall be readily accessible on a daily basis, have a set of plans, specifications, special provisions, and addenda, and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the engineer's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the engineer access at all times, during normal office hours, to books and records of the Contractor and the Contractor's subcontractors that pertain to the contract, and furnish the engineer facts necessary to determine actual cost of any part of all of the work. The engineer will consider a request for confidentiality to protect trade secrets.

If the engineer is not provided proper facilities by the Contractor for keeping strict accounting of cost, then the Contractor agrees to waive any claim for extra compensation.

Contractor shall schedule work Monday through Friday only. Contractor shall establish a standard daily work schedule for hours to begin and end work that is acceptable to the City.

Contractor shall not trespass on private property nor shall they use business or residential garden hoses or water faucets without the written approval of the property owner(s).

14. Protection of City Property.

It is the Contractor's responsibility to protect sidewalks, asphalt paving, concrete, trees, shrubs, and any lawn areas at all times from work related damage of any type. Costs for cleaning, restoration or repair shall be borne by the Contractor, as the City may deem appropriate.

Should, during the course of Contractor's work, Contractor observe or suspect the presence of asbestos fiber, Contractor shall immediately stop work and notify the City of its findings. Should the project's schedule be delayed because of such findings, the Contractor will remove itself from the project and wait the City's order to return to work, at no penalty to the City.

Debris shall not be permitted to remain on site and shall be disposed daily and/or as directed by City.

It is the Contractor's responsibility to manage a safe work environment and Contractor shall take any means necessary to secure a safe work site for both the safety of all personnel and the public.

15. Contractor Identification.

Contractor shall furnish to City its taxpayer identification number as designated by the IRS.

16. Assignment.

Contractor shall not assign any rights acquired hereunder, without obtaining prior written approval from City.

17. Access to Records.

City shall have access to all books, documents, papers and records of Contractor that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

18. Ownership of Work Product; License.

All work products of Contractor that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or

state trade secret laws, Contractor hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Contractor under this Agreement. The parties expressly agree that all works produced pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Contractor shall not publish, republish, display or otherwise use Work Products resulting from this Agreement without the prior written agreement of City.

19. Legal Expenses.

In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

20. Severability.

The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

21. Number and Gender.

In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

22. Captions and Headings.

The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

23. Calculation of Time.

All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in

the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

24. Notices.

Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

25. Nonwaiver.

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

26. Information and Reports.

Contractor shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Contractor shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but may remain with Contractor. Copies as requested shall be provided free of cost to City.

27. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

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SECTION I C
STATUTORY CONDITIONS TO CONTRACT AGREEMENT

ORS 279C.505(1)(a) CONTRACTOR shall make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the performance of the work provided for in such contract.

ORS 279C.505(1)(b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the contract.

ORS 279C.505(1)(c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

ORS 279C.505(1)(d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279C.505(2) CONTRACTOR shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In a public improvement contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

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 the public contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality, or municipal corporation or a subdivision, of the state, county, school district, municipality or municipal corporation, 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 the contract.

ORS 279C.515(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 the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor owes the person the amount due plus interest charges that begins at the end of the 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.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ORS 279C.520

(1) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, the contractor shall pay the employee at least time and a half pay for:

(a)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

(2) The CONTRACTOR shall comply with the

prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) The CONTRACTOR may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and 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.

(3) CONTRACTOR shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

ORS 279C.525 In addition to any other laws, rules, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources, the following environmental and natural resources, laws, rules and regulations affect the performance of the contract:

- City of Oregon City Erosion Control Ordinance (Ref. Oregon City Municipal Code Chapter 17.47 Erosion and Sediment Control).

ORS 279C.530 The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical and hospital care, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

ORS 279C.530(2) All employers, including CONTRACTOR, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and

provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CONTRACTOR shall ensure that each of its subcontractors comply with these requirements.

ORS 279C.545 Any worker employed by the CONTRACTOR shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the CONTRACTOR within 90 days from the completion of the contract, providing the CONTRACTOR has caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work and maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

ORS 279C.550 - 570 Retainage and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 - 570.

ORS 279C.570 The CITY shall make progress payments on the contract monthly as work progresses on the contract. Payments shall be based upon estimates of work completed that are approved by the CITY. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. The CITY shall pay to the CONTRACTOR interest if any payment becomes overdue.

ORS 279C.580

(1) CONTRACTOR shall pay first-tier subcontractors for satisfactory performance under subcontract out of amounts that are paid by the CITY to the CONTRACTOR within 10 days of CONTRACTOR's receipt of such payments from the CITY.

(2) CONTRACTOR shall provide first-tier subcontractors 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) CONTRACTOR, except as otherwise provided in this paragraph, shall 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 used for processing payments if CONTRACTOR:

(A) Notifies the subcontractor in writing at least 45 days before the date on which the change is made; 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) If CONTRACTOR does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, the CONTRACTOR shall pay the first-tier subcontractor an interest penalty as provided in ORS 279C.580(3)(d).

(5) The CONTRACTOR shall include this requirement as further detailed in the Special Provisions in all subcontracts worded appropriately to require prompt payment of said subcontractors to lower tier subcontractors. In addition, CONTRACTOR shall require a first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of ORS 279C.580(3) in each of its subcontracts and CONTRACTOR shall require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

ORS 279C.605 A notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the CONTRACTOR at any place the CONTRACTOR maintains an office or conducts business or at the residence of the CONTRACTOR. Notwithstanding the preceding, if the claim is for a required contribution to a fund of an employee benefit plan, the notice required by ORS 279C.600 must

be sent or delivered within 200 days after the employee last provided labor or materials.

ORS 279C.830(1) (1) The existing prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract is included in Section IX of these contract documents. The workers shall be paid not less than the specified minimum hourly rate of wage and CONTRACTOR shall pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works and include this requirement in all subcontracts.

(2) CONTRACTOR shall pay all workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840, and CONTRACTOR shall require this provision be included in all subcontracts.

ORS 279C.830(2) The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. CONTRACTOR shall:

(a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

(b) Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ORS 279C.845(7) If CONTRACTOR is required to file certified statements, the public agency **shall** retain 25 percent of any amount earned by the CONTRACTOR on the public works until the CONTRACTOR has filed with the public agency certified statements as required by ORS 279C.845. The public agency shall pay the CONTRACTOR the amount retained under this subsection within 14 days after the CONTRACTOR files the certified

statements as required by ORS 279C.845, regardless of whether a subcontractor has failed to file certified statements as required by this section.

no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in Writing.

ORS 279C.845(8) CONTRACTOR shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before the CONTRACTOR may pay the subcontractor any amount retained under ORS 279C.845(7). CONTRACTOR shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by ORS 279C.845.

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ORS 305.385(6) CONTRACTOR shall certify in writing, under penalty of perjury, that CONTRACTOR is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

ORS Chapter 701 CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2), i.e., construction work, will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

OAR 137-049-0200(2). CONTRACTOR shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the CITY's prior Written consent. Unless otherwise agreed by the CITY in Writing, such consent shall not relieve CONTRACTOR of any obligations under the Contract. Any assignee or transferee shall be considered the agent of CONTRACTOR and be bound to abide by all provisions of the Contract. If the CITY consents in Writing to an assignment, sale, disposal, or transfer of CONTRACTOR's rights or delegation of CONTRACTOR's duties, CONTRACTOR and its surety, if any, shall remain liable to the CITY for complete performance of the Contract as if

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1. Required Insurance

The Contractor shall carry, at a minimum, insurance as specified in Section I B, Public Improvement Standard Conditions.

2. Required Bonds

The Contractor shall be required to provide security for payment to suppliers of labor and materials as well as for performance of the contract. Both the Performance Bond and the Payment Bond shall be in an amount equal to the full contract price. The Performance Bond is solely for the protection of the City and any other public agency(ies) for whose benefit the contract was awarded. The Payment Bond is solely for the benefit of claimants under ORS 279C.600. Both the Performance Bond and the Payment Bond shall be provided by a surety licensed to do business as a surety in the State of Oregon, shall be payable to the City, and shall be in the form provided in the contract documents. Contractor shall pay the costs of any bond. The Attorney-in-Fact (Registered Agent) who executes any bond must file with each bond a notarized and effectively dated copy of his/her power of attorney. The Performance and Payment Bond shall be issued by a surety company or companies with Best's Rating of A.VII or better.

In addition, and before final acceptance of the project, Contractor shall provide a maintenance and warranty bond in an amount equal to the total amount paid on the contract together with any amendments in a form approved by the Owner. Such maintenance and warranty bond shall be conditioned upon the final project being completed and guaranteed against defects in materials and workmanship. Such maintenance and warranty bond shall continue in effect during the full term of any warranty period as well as any extension of said warranty period.

3. Execution of the Contract Agreement and Bonds

The successful bidder shall obtain all necessary bonds and permits at its own initiative and expense, including those within control of Owner, except as the parties may otherwise agree in writing.

The Contractor shall warranty all equipment and materials furnished and work performed by him/her for a period of one (1) year from the date of written acceptance of the project. The Contractor shall provide a performance bond in the amount of 100% of the work to be in effect for that one (1) year maintenance period.

The Certificate(s) of insurance or binders shall be submitted to and approved by the Owner with the City and the Engineer named as additional insureds on an occurrence basis. Contractor's insurance carrier shall be financially responsible and registered in good standing with the Oregon Insurance Commissioner. All policies shall be kept in force until the Contractor's work is accepted by the Owner. Insurance policies (covering all operations under this Contract or if so noted for extended operations) which expire before the Contractor's work is accepted by the Owner (or where noted for extended operations, through the period of guarantee) shall be replaced or renewed immediately and evidence of same submitted to the Owner for its approval.

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COMPLIANCE WITH ORS 279C.840

PREVAILING WAGES

The Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 (workers on public works projects to be paid not less than the prevailing rate of wage posting of rates) or 40 U.S.C. 276a.

Date _____

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

Business Name _____

CERTIFICATION OF DRUG TESTING PROGRAM

DRUG TESTING PROGRAM

The undersigned confirms that this firm has an employee drug-testing program in place and will demonstrate this prior to award of contract.

Date _____

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

Business Name _____

ASBESTOS CERTIFICATION

ASBESTOS REMOVAL

The undersigned indicates herein that s/he is or is not licensed under ORS 468A.710 for asbestos removal.

☐ Is licensed

☐ Is not licensed

Date _____

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

Business Name _____

REGISTRATIONS

The City will not accept a bid unless the Contractor is registered with the CCB [OAR 137-049-0200(1)(a)(K)], and the contractor or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board under ORS 701.035 - 055.

The undersigned confirms that this firm is registered with the CCB and that this firm or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board.

Date _____

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

Contractor Name _____

Contractor CCB # _____

Landscaping Subcontractor _____

Subcontractor LCB # _____

BUSINESS LICENSES (OCMC 05.04)

In accordance with Oregon City Municipal Code 05.04

(www.oregoncity.org/economicdevelopment/business-licenses), no person shall carry on any business within the city without first obtaining an applicable City **OR** Metro business license.*

Contractor Name _____

Oregon City Business License No. _____

Metro Business License No.* _____

I CERTIFY THAT THE CONTRACTOR LISTED ABOVE (CHECK ONE):

- ☐ Is in possession of a current City of Oregon City business license.
- ☐ Will apply for and obtain an Oregon City Business License if awarded the contract and required by the City to do so.

Signature of Bidder _____

Title _____

*NOTE: A Metro business license is sufficient to perform work for the City if the Contractor has or will be earning \$250,000 or less in gross receipts from the City of Oregon City for the fiscal year (July 1 to June 30). Contractors earning more than \$250,000 must have a City of Oregon City Business License.

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

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 _____

Printed Name of Bidder _____

Title _____

Business Name _____

CERTIFICATION OF COMPLIANCE WITH TAX LAW

The undersigned certifies, under penalty of perjury, to the best of the undersigned's knowledge, it is not in violation of any tax laws, including state tax laws imposed by ORS 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Date _____

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

Business Name _____

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SECTION II – BOND FORMS

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SECTION II
BOND FORMS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Oregon City, State of Oregon, on _____, has awarded to _____, hereinafter designated as "Principal", a Contract for construction of _____, 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 Oregon City, State of Oregon, 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 and all of his subcontractors 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 fail 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, to be fixed by the court; and this bond shall inure 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 inure to the benefit of any/all persons, companies, and corporations entitled to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Attorney-in-Fact, Surety

Local Office Agency Name

Agent Name

Agent Address

Agent Phone Number

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Oregon City; of Oregon, on _____, _____, has awarded to _____ hereinafter designated as the "Principal", a Contract for construction of _____ the terms and provisions of which Contract are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the City of Oregon City, State of Oregon, 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 bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Oregon City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of _____ Dollars (\$ _____), shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Oregon City from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of _____ Dollars, (\$ _____), shall remain in full force and virtue; otherwise the above obligation shall be void.

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

In the event the City of Oregon City or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified,

we agree to pay to said City of Oregon City, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, _____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Attorney-in-Fact, Surety

Local Office Agency Name

Agent Name

Agent Address

Agent Phone Number



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

Address

Address

City *State* *Zip*

City *State* *Zip*

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

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SECTION III – BOLI PREVAILING WAGE RATES

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BOLI PREVAILING WAGE RATES (PWR)

By this reference, the Oregon Bureau of Labor and Industries Prevailing Wage Rates are in effect for this contract. They can also be found online at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. More specifically, they include the information in the table below.

<i>Prevailing Wage Rates for Public Works Contracts in Oregon</i>	<i>Effective July 1, 2022</i>
<i>Prevailing Wage Rates Apprenticeship Rates</i>	<i>Effective July 1, 2022</i>
<i>Prevailing Wage Rates Amendments</i>	<i>Effective April 1, 2022</i>
<i>Definitions of Covered Occupations for Public Works Contracts in Oregon</i>	<i>Effective July 1, 2018</i>

8/31/2022

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**SECTION IV – STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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GENERAL CONDITIONS

1.0 STANDARD SPECIFICATIONS

The Standard Specifications for this project shall be the “2021 Oregon Standard Specifications for Construction” prepared and amended by the Oregon Department of Transportation and the American Public Works Association, Oregon Chapter, which shall be incorporated into these Contract Documents and made a part hereof in their entirety except as amended by the Special Provisions. All provisions which are not so amended or supplemented remain in full force and effect.

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SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.20 Definitions – Make modifications to the list of definitions as follows:

Agency - Defined as the City of Oregon City

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

Bid Proposal – The bidding forms included in Section II Bid Submittal Requirements of the Solicitation Documents as identified in 00120.10.

Bid Section – The portion of the Solicitation Documents labeled, Section II Bid Submittal Requirements.

Construction Contracts Unit – City of Oregon City Public Works Department.

Engineer – The City Engineer of the City of Oregon City, and/or its authorized representatives.

Second Notification – Written acknowledgement by the Engineer that all onsite work, except for those items listed in 00180.50(g), are complete.

Substantial Completion – The time at which all On-site Work (or a specified part thereof) is complete, in accordance with the Contract Documents and in the opinion of the Engineer, and can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.10 Award of Contract – Supplement this section with the following:

Remove the fourth paragraph beginning with “The Agency will provide Notice of Intent” and replace with the following:

The City will post the Notice of Intent to Award on its website at <http://bids.orcity.org/>.

00130.15 Right to Protest Award – Replace this section, except for the section number and title, with the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the Agency a written protest of the Agency'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 that do not describe facts that would support a finding that the Bidder is aggrieved for one of the reasons cited above.

00130.90 Notice to Proceed – Replace this section, except for the section number and title, with the following:

Notice to Proceed will be issued within ten (10) calendar days after the contract is executed by the Agency.

Should the Agency fail to issue the Notice to Proceed within ten (10) calendar days, the Contractor may apply for an adjustment of contract time according to Section 00180.80(c).

The Project Manager will issue a "First Notification" recording the date the Work commenced on the Project.

SECTION 00140 – SCOPE OF WORK

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

00140.30 Agency Required Changes in the Work – Replace the paragraph beginning with "Upon receipt of a Change Order....." with the following:

Changes in the work will be initiated by a Contract Change Order if the changes are significant as addressed in 00195.20(b) and/or if there are no applicable unit prices. If the changes are not significant and there are applicable unit prices, the work will be initiated by written direction from the Engineer.

Upon receipt of a Change Order or written direction from the Engineer, the Contractor shall perform the Work required. If the Work increases the total Contract Amount, the Contractor shall notify the Surety of the increase and shall provide the City with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to a Change Order or written direction from the Engineer shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00180.80.

Add the following Section:

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.

00140.40 Differing Site Conditions – Add the following to this section:

The Contractor's attention is directed to the Proposal and the declaration made and signed therein concerning examination and investigation of the site. In no event shall "changed conditions" be deemed to include conditions that the Engineer determines would have been disclosed by examination of the site and/or review of “as-built” information and other records prior to bidding the project or by pot-holing during construction as discussed below. “As-built” plan sheets are available upon request.

It is critical that the contractor carefully inspect each manhole, structure, and other point of utility connection to verify the suitability of the Engineer's recommended connection method prior to excavation for that utility. The contractor's failure to adequately inspect each manhole and other points of connection directly accessible from the surface, and to pothole points of potential conflict, as agreed to with the Engineer, to verify the suitability of the recommended

connection method in advance of trenching or other excavation, shall invalidate any claims for delay and/or expenses that would not have otherwise been incurred.

When pot-holing is determined to be necessary, the Contractor shall complete the pot-holing before trenching or pipe installation is within 100 feet of the existing conflicting utility or impediment unless otherwise directed by the Engineer. Pot-holing to determine existing utility depths that may conflict with treated subgrade work shall be completed in the same fashion. Contractor shall report accurately the exact location and depth of same existing conflicting utility to the Engineer sufficiently in advance so that the designed horizontal and vertical alignment may be adjusted by the Engineer to accommodate conflicting existing utilities or impediments, where necessary, without inconvenience or delay of the work.

When a differing site condition as defined in Section 00140.40 occurs, the Contractor shall make no claims for payment adjustments for the first two (2) working days of delay associated with the differing site condition during which the Engineer attempts to design or coordinate a solution. The Contractor may make a request for contract time adjustment according to Section 00180.80(c).

Failure to call for locates in a timely manner, to discover or uncover an existing overhead or underground utility or other impediment, or to report its size, location and depth as specified herein, or failure to perform any of the aforementioned work in a timely manner to the Engineer's satisfaction, shall invalidate any claim of changed conditions or out-of-sequence work and shall invalidate any subsequent request(s) for extra payment therefore. Any additional work, including but not limited to excavation, pipe-laying, fittings, re-laying of pipe or reinstallation of appurtenances that the Engineer determines to be required as a result of the Contractor's failure to perform any of the work required by this section, shall be entirely at the Contractor's expense.

00140.90 Final Trimming and Cleanup – Add the following bulleted items:

- The Contractor shall replace existing landscaping or other surfacing damaged during construction. All restorations shall meet the Engineer's approval.
- The Contractor shall remove and clean up erosion and sediment controls needed to stabilize the Project Site.

SECTION 00150 – CONTROL OF WORK

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

00150.10(a) Order of Precedence – Add the following bulleted items after the “Contract Change Orders” bulleted item:

- Permits from governmental agencies;
- The public improvement contract;
- Addenda (if issued);
- Bid Proposal;

00150.15(b) Agency Responsibilities – Replace this subsection, except for the subsection number and title, with the following:

The Agency will not establish any principal grades or lines.

00150.15(c) Contractor Responsibilities – Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall be responsible to furnish all principal lines, grades, and measurements as needed to construct the work per the requirements outlined in Section 00305.

00150.20(a) Inspection by the Engineer – Supplement the first paragraph with the following:

The Contractor shall notify the Engineer a minimum of one working day in advance for inspection of all portions of the Work.

00150.30 Delivery of Notices – Supplement this section with the following:

Notices may also be delivered electronically by email or through a confirmed facsimile transmission. Notices transmitted electronically shall be delivered, if to the Agency, to the office and attention of the Engineer and, if to the Contractor, to the office and attention of the Contractor's superintendent.

00150.30 Delivery of Notices – Delete the fifth and sixth paragraphs, including associated bullets, beginning with "For purposes of this Subsection" and ending with "8:00 a.m. PST on the next business day."

00150.50(b) Agency Responsibilities – Add the following paragraph:

The locations, depth, and description of existing utilities shown were compiled from available GIS mapping, records, and/or field surveys. The Engineer or Utility Companies do not guarantee the accuracy or the completeness of such records. Additional utilities may exist in the project area.

00150.50(c) Contractor Responsibilities – Add the following bulleted items:

- Verify all utility locations prior to construction. Pothole as shown on the Contract Plans and/or as necessary to provide such verification, and arrange for the relocation of any utilities in conflict with the proposed Work.
- Support and protect pipes, conduits, and other services where they cross an open excavation.

00150.50 Cooperation with Utilities – Add the following Section:

(f) Utility Information: The following organizations have utilities within the limits of the Project. Relocation work is not anticipated beyond the work outlined below:

Utility

1. Oregon City Public Works

13895 Fir Street

Oregon City, OR 97045

Water System Contact: Kevin Hanks, khanks@orccity.org

Sanitary and Storm System Contact: Eric Hand, ehand@orccity.org

Street System Contact: Jayson Thornberg, jthornberg@orccity.org

971-204-4600 Office

2. Portland General Electric

1705 NE Burnside Road

Gresham, Oregon 97030

Contact: Ross Cichosz

Design & Crew Coordination Manager

Ross.Cichosz@pgn.com

503-669-3331 phone

3. NW Natural

20285 SW Cipole Road

Sherwood, OR 97140

Contact: Rich Girard, P.E.

r2g@nwnatural.com

503-226-4211 x2967 phone

360-921-0314 mobile

4. LUMEN (CenturyLink)

4501 NE Minnehaha St., Bldg 2

Vancouver, WA 98661

Contact: Don Sheeran

donal.sheeran@lumen.com

relocations@lumen.com

564-888-2020 phone

503-442-0483 mobile

5. Comcast

7900 NE Killingsworth Street

Portland, OR 97218

Contact: Caleb Giles

503-813-0458 phone

360-316-1031 cell

Caleb_Giles@comcast.com

6. **Clackamas County**
Transportation Maintenance – Signal Operations
902 Abernethy Road
Oregon City, Oregon 97045
Contact: Jonathan McDowell
jonathanMcD@co.clackamas.or.us
503-970-8989
7. **Clackamas Broadband Exchange**
CBX Program Manager
Oregon City, Oregon 97045
Contact: Duke Dexter
503-722-6663
DDexter@clackamas.us
8. **Beaver Creek Telephone/DirectLINK**
Consolidated Business Services (CBS)
Contact: Eric Kheler
503-266-8223
Eric.kehler@cbsoregon.com
9. **Zayo Group**
18110 SE 134th St, Bldg One, Ste 100
Vancouver, WA 98683
Contact: Brian Davidson
Brian.davidson@zayo.com
360-558-4215 phone
10. **Lightspeed Networks**
921 SW Washington St, Ste 370
Portland, OR 97205
Contact: Winfried Vogt
wvogt@lsnetworks.net
503-414-0475 phone
503-936-8107 cell

The following organizations 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 (times). The Contractor shall contact the Engineer to view the preliminary Utility Relocation Plans.

The Contractor shall not be entitled to any additional compensation due to the presence of or interference, delays, or expense caused by said existing utilities.

The Agency assumes no responsibility as to the exact location of the utilities and/or omission from the plans. Existing utilities damaged by the contractor shall be repaired or replaced at Contractor's expense.

The Contractor may also need to coordinate work efforts with the following organization:

B&B Leasing (Garbage)
503-656-8403 phone

TriMet (Public Transit)
503-238-7433 phone

Oregon City School District (Bus Transportation)
1417 12th Street
Oregon City, Oregon 97045
503-785-8000

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

00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment –
Supplement this section with the following:

The Contractor shall follow an approved truck route when hauling all materials and equipment beyond the limits of the Project Site. The proposed truck route to be used by the Contractor shall be submitted to the Engineer for review and approval prior to the start of work.

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

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. In addition, prior to construction, the Contractor shall provide to the Engineer videotape showing private property, which may be disturbed during construction.

Add the following section:

00150.75(a) Maintaining Cleanliness – The Contractor shall be responsible for maintaining cleanliness within the work zone, including removing the Contractor's refuse, equipment, and materials from all areas outside the staging area by the end of each work day. The Owner will provide one notification to the Contractor that a specific area shall be cleaned. If the Contractor does not remove their refuse and unused materials from an area by the end of the work day, the Owner will complete this work. The cost of the Owner's work to remove the Contractor's refuse from an area will be at the Contractor's expense, in accordance with Section 00180.15.

Add the following section:

00150.81 Correction of Work Before Final Payment – The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove and replace all defective materials, equipment, and Work as determined by the City, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the City, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

00150.95 Final Acceptance – Add the following:

Once the construction work is complete, all systems are operable, and final inspection discloses no deficiencies, the following documentation shall be delivered to the Engineer:

- Special guarantees and bonds;
- Separate waivers of liens for subcontractors, suppliers, and others with lien rights against property of the owner;
- Final pay estimate;
- Evidence that the Maintenance Bond will remain in effect for one year following the date of Final Acceptance;
- Red-lined as-built drawings showing locations of all improvements constructed as part of this project.

00150.96 Maintenance Warranties and Guarantees – Add the following paragraphs:

The Contractor shall provide a 100% Maintenance Bond for a period of one year 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 one-year maintenance period required shall, with relation to such required repair, be extended one year from the date of completion of such repair.

If Contractor, after written notice, fails within ten (10) 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 supplemented and/or modified as follows:

00160.10(b) Approval of Quantity of Materials Ordered – Remove and replace the first paragraph with the following:

Materials quantities shown on the Plans, or indicated by quantities and Pay Items, are subject to change or elimination. The Contractor is responsible for payment for excess Materials delivered to the Project Site or storage sites. Unless otherwise specified in the Contract, the Agency will not be responsible for:

00160.50(b) Waste, Excess, and By-Product Materials – Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specified by the Engineer, all waste, excess, and by-product materials resulting from the Work are the property of the Contractor and are to be removed from the site. The cost of removal and disposal of waste, excess, and by-product materials will be incidental to applicable pay items, and no additional payment will be made for such removal.

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 supplemented and/or modified as follows:

00170.10(d) Agency’s Payment of the Contractor’s Prompt Payment Obligations – Delete the word “ODOT” from the second sentence.

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	\$4,000,000
Commercial Automobile Liability	\$2,000,000	\$4,000,000

00170.70(d) Additional Insured – Replace the first sentence of this subsection with the following:

The liability insurance coverages of 00170.70(a) shall include an Additional Insured Endorsement specifying the following as Additional Insureds, but only with respect to the Contractor’s activities to be performed under the Contract:

- The City of Oregon City and its officers, agents, and employees

00170.70(g) Certificate(s) of Insurance – Replace the first bullet with the following:

- The City of Oregon City and its officers, agents, and employees

00170.72 Indemnity/Hold Harmless – Add the following paragraph and bullets to the end of this section:

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

- The City of Oregon City and its officers, agents, and employees

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.06 Assignment of Funds Due under the Contract – Delete the first bulleted item and replace with the following:

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

00180.10 Responsibility for Contract – Add the following sentence to the end of this Section:

Action by the Agency under this provision will not prejudice any other remedy it may have.

00180.15 Agency's Right to Do Work at the Contractor's Expense – Supplement this Section with the following:

As described in Section 00150.75(a), the Agency will complete clean-up of the Contractor's refuse at the Contractor's expense.

00180.21 Subcontracting – Delete the last sentence of the second paragraph and delete the two bulleted items from part (a); delete the sixth (6) bulleted item from part (c) and replace with the following:

- The disclosed Subcontractor does not hold a license from the Construction Contractor's Board or Landscape Contractor's Board, as appropriate, and is required to be licensed by the board;

00180.22 Payments to Subcontractors and Agents of the Contractor – Delete the second paragraph in its entirety.

00180.31 Required Materials, Equipment and Methods – Add the following sentence to the beginning of this Section:

The Agency is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final.

00180.40(a) In General – Add the following bulleted items:

- Limit hours of construction to between 7:00 AM to 6:00 PM, Monday through Friday for all project segments. Construction in all project areas is prohibited on Saturday or Sunday. Work outside of these hourly limits may only be performed when specifically noted in the Contract Documents or approved in writing by the City.
- Construction vehicles shall park on the construction site or at a location approved by the City or private property owner. Contractor parking shall not interfere with the everyday operations of the businesses surrounding and/or adjacent to the project area.
- Clean up the project area and leave it in a neat and secured manner at the end of each workday. Backfill or cover all open excavations with pinned steel sheets capable of supporting traffic loads.
- In no way shall the Contractor's employees or subcontractors drive, step, work, or otherwise encroach upon private property, unless approved in writing by both the City and the private property owner.
- Provide the Agency Project Manager with a 24-hour emergency contact person's name and telephone number.

Add the following subsections:

00180.40(c) Specific Limitations – Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Section
Cooperation with Utilities	00150.50
Contract Time to Complete Work	00180.50
Traffic Lane Restrictions	00220.40(e)
Maintenance Under Traffic	00620.43

00180.41 Project Work Schedules – Supplement this section as follows:

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

Add the following paragraphs:

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 sections:

00180.41(i) 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;
- Work to be completed during the current week;
- Tentative work to be completed during the second week;
- Summary of any work elements shown on the schedule which fall behind the current overall project schedule and a summary of corrective actions that the Contractor will utilize to regain the overall project schedule.

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

00180.42 Preconstruction Conference – Supplement this section with the following:

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
- List of 24 hour emergency phone numbers for the project manager, site foreman, and traffic control supervisor
- List of subcontractors, including names, addresses, and phone numbers
- List of quality control subcontractor(s), including 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
- Truck Routes
- Erosion and Sediment Control Plan
- Pollution Control Plan
- Proposed site for waste material disposal and any necessary permits required for placing this material
- Proposed truck haul route
- Time schedule for relocations, if by other than Contractor (coordinate with utilities)

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
- Rights-of-way, Easements, and Temporary Construction Easements

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

00180.43 Commencement and Performance of Work – Add the following bulleted item to the end of this Section:

- Conduct the Work at all times in a manner and sequence that will ensure minimal interference with traffic. The Contractor shall not begin Work that will interfere with work already started. If it is in the City's best interest to do so, the City may require the Contractor to finish a portion or unit of the project of which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

Add the following Section:

00180.44 Weekly Construction Meetings – Schedule and coordinate weekly construction progress meetings between the Contractor, Agency Project Manager, Engineer, utilities, subcontractors, and subconsultants to discuss project schedule, payment, and other issues.

Create and record meeting minutes for each weekly construction meeting. Provide copies of meeting minutes to all parties in attendance prior to the next regularly scheduled meeting. Meeting minutes shall include a running summary of topics discussed at previous weekly meetings.

00180.50 (b) Kinds of Contract Time – Replace this section in its entirety with the following: The contract timeline starts 15 days after notice to proceed. The completion date must be prior to June 30, 2023.

00180.50 (b) Contract Time – The Contract Time shall be based on calendar day calculation and shall be **80** days from the Beginning of Contract Time as stated in 00180.50(c).

00180.50(d) Recording Contract Time – Replace this section in its entirety with the following:

00180.50(d) Recording Contract Time – On Contracts with Calendar Day counts, recording of contract time shall be the responsibility of the Contractor and the Engineer but should not deviate from the provisions of 00180.50 without written Notice of Delay as stated in 00180.60 and written agreement by the Engineer for an adjustment of Contract Time in accordance with 00180.80. All written contract amendments (Change Orders) shall include documentation of time increase and decrease.

00180.50(g) End of Contract Time – Replace this section, except for the section number, with the following:

When the Project Manager determines that the On-Site Work has been completed, including all minor corrective punch list work items and Final trimming and clean-up tasks (see 00140.90), the Engineer will issue a Second Notification.

The Second Notification will list:

- Equipment to be removed from the Project Site;
- Required submittals, including without limitation all required certifications, bills, forms, warranties, Contractor asbuilt drawings, certificate of insurance coverage, extended reporting per 00170.70(b), and other documents required to be provided to the Project Manager before the Third Notification will be issued.
- Final progress payment request.

The Contractor shall complete all tasks listed in the Second Notification within the contract time unless otherwise agreed upon by the Engineer in writing.

Liquidated Damages will be assessed in accordance with Section 00180.85 of the Standard Specifications and these Special Provisions if the Second Notification tasks are not completed within the contract time, unless otherwise agreed upon by the Engineer in writing.

00180.80(d) Basis for Adjustment of Contract Time – Add the following bulleted item immediately following the sentence “The Engineer will not consider requests for adjustment of Contract Time based on any of the following:”

- Delays that are the result of the Contractor’s scheduling and coordination with their own subcontractor(s), but which have occurred following delays that are outside of the Contractor’s control as determined by the Engineer.

00180.85(b) Liquidated Damages – Replace items (1) and (2) with the following:

The liquidated damages for failure to complete the Work on time are identified in item 4 of the Oregon City Public Improvement Standard Conditions made a part of this Contract.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20(f-2) Scale Without Automatic Printer – Add the following sentence after the first paragraph:

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(g) Agency-Provided Weigh Technician – Add the following paragraph after the bullet list:

Pay costs for the weigh technician at \$35.00 per hour.

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.20(b) Significant Changed Work – Replace the first two paragraphs with the following:

If the changes completed under Section 00140.30 significantly alter the character, unit cost, or lump sum cost of the Work, the Agency will adjust the Contract. The Contractor shall not be entitled to compensation for any loss in profits resulting from elimination of, reduction of, or other change to a part of the Work.

Any adjustments will be established under the procedures set out in Section 00196 for determining rates for Extra Work, but those procedures shall account for the decrease or elimination of Work as well as for increases in the Work.

00195.50(b) Retainage – Replace the first paragraph with the following:

The amount to be retained from progress payments will be 5% of the value of the Work accomplished. No retainage will be withheld from Work performed as Force Account Work, escalation/de-escalation, bonuses, or other items decided by the Agency.

00195.50(c)(1) Cash, Alternate A – Replace this section in its entirety with:

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.

If the Contractor submits a request in writing to the Agency, the Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(4). Interest earned on the account shall accrue to the Contractor. Interest shall only accrue to the Contractor following payments made by the Agency after receipt of the written request. Amounts retained and interest earned will be included in the final payment made according to 00195.90.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.90(d).

00195.50(d) Release of Retainage – Replace the first two paragraphs of this subsection with the following paragraph:

Release of the amounts retained under (b) above will only be considered for Pay Items that have been satisfactorily completed, and within contracts for which the City has issued Final Acceptance. The City will release retainage with final payment to the Contractor, as described in the City's Standard Conditions.

00195.60 Advance Allowance for Materials on Hand – Delete this section in its entirety.

00195.70(a) Termination for Default – Replace the second, third and fourth paragraphs with the following:

Upon completion of the Project, the Engineer will determine the total amount that the defaulting Contractor would have been entitled to receive for all of the Work, under the terms of the Contract, had the Contractor completed the Work (the "cost of the Work").

If the cost of the Work, less the sum of all amounts previously paid to the Contractor, exceeds the expense incurred by the Agency in completing the Work, including without limitation expense for additional managerial and administrative services, the Agency will pay the excess to the Contractor, subject to the consent of the Contractor's Surety, but only to the extent that such excess is applied to Work performed by Contractor prior to the date of termination or to reimburse payments made by the Contractor or its surety to complete the Work.

If the expense incurred by the Agency in completing the Work, including, without limitation, expense for additional managerial and administrative services, exceeds the cost of the Work less

the sum of all amounts previously paid to the Contractor, the Contractor or the Contractor's Surety shall pay to the Agency the amount of the excess expense.

00195.80(b-1) Formula – Replace this subsection, except for the subsection number and title, with the following:

“The Agency will apply the following formula in determining the Contractor's allowance for Materials left on hand:

Contractor's Actual Cost, plus 5% Overhead Allowance but no markup or profit.”

00195.80(b-2) Conditions – Add the following bulleted item to this list:

- Demonstrates to the satisfaction of the Engineer that the Materials cannot be returned for credit or otherwise disposed of on the open market.

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 supplemented and/or modified as follows:

00197.01 General – Supplement this section with the following:

Force account work performed by Subcontractors will be measured and paid for on the same basis and in the same manner as for the Contractor.

Failure to present documentation of Force Account Work in proper form within thirty (30) days after the close of the month in which the work covered was performed shall constitute a waiver on the part of the Contractor or Subcontractor's right to present such claim thereafter or to receive payment thereof.

The Contractor shall submit a proposed operation plan for performance of the Force Account Work that includes materials, equipment, and labor. The contractor shall obtain approval for Subcontractors used on Force Account Work.

00197.20(a) General – Supplement this section with the following:

The Contractor shall provide applicable copies of the “Blue Book” rates to the Engineer at no cost to the Owner. Costs for the Owner to obtain copies of the “Blue Book” if not provided by the Contractor will be deducted from the payment to the Contractor.

00197.20(c) Rental Rates (without Operator) – Replace this subsection, except for the subsection number and title, with the following:

Rental rates for Equipment will be paid on an hourly basis for Equipment and for attachments according to the following formula:

$$\text{Hourly Rate} = (\text{Hourly Base Rate for Equipment} + \text{Attachment Base Rate}) \times \text{Age Adjustment factor} + \text{Hourly Operating Rate}$$

“*Base Rate*” – The cost of the equipment as listed in the Blue Book.

“*Attachment*” is defined as attached equipment not considered standard equipment and not included in the Base Rate for a specific piece of equipment. See Primedia Information, Inc. for specific listing of allowed attachments.

“*Age Adjustment Factor*” is defined as a multiplier of the Base Rate that is dependent on the year the equipment was manufactured and is listed in the Blue Book.

“*Hourly Operating Rate*” is defined as the hourly cost of operating the equipment and attachments and provides compensation for fuel, maintenance, expendable parts such as tires, and general degradation of the equipment resulting from use.

00197.20(g) Outside Rental Equipment – Supplement the first paragraph with the following:

Renting equipment from outside sources requires the Engineer’s approval.

00197.30 Labor – Replace this section, except for the section number and title, with the following:

The Contractor will be paid for all labor engaged directly on Force Account Work, including Equipment operators and supervisors in direct charge of the specific force account operations. The payment to be made for labor used in the work will be computed at the BOLI rates (if the project is a prevailing wage job) for the classification of the work being performed by the Contractor or subcontractor. Payment for labor performed by higher classification employees employed by the Contractor or Subcontractor to perform lower classification work will be computed at the classification of labor performed. When authorized, non-BOLI personnel will be paid \$3.00 above the highest labor classification used plus the allowance.

The hourly amount paid to the Contractor for each employee engaged on Force Account Work will be two times the wage rate described above (excluding fringe benefits, vacation, and all other direct or indirect costs including subsistence).

No overtime will be compensated unless authorized in advance of performing the work.

00197.80 Percentage Allowances – Change the percentage allowance for 00197.30, Labor from “22” to “No additional markup”.

SECTION 00199 – DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

Add the following section:

00199.15 Inappropriate Protest or Claim as Breach of Contract – It shall be presumed that the Contractor submits a protest or claim for additional compensation in good faith, based upon facts which reasonably support the Contractor's position and with full knowledge and understanding of the injury done to the Agency when notice of differing Project Site conditions or claims for additional compensation are not submitted in a timely manner as required under the Contract. Accordingly, the submission of a protest or claim without the concurrent submission of evidence that reasonably supports the protest or claim, or the submission of a protest or claim in an untimely manner shall constitute a breach of the Contract.

00199.20 Protest Procedure – Replace this entire section, except for the section number and title, with the following:

If the Contractor disagrees with anything required in a Change Order or other written or oral order from the Engineer, including any direction, instruction, interpretation, or determination that, in the Contractor's opinion, entitles or would entitle the Contractor to additional compensation, the Contractor shall do all of the following in order to pursue a protest and preserve its claim:

- (a) **Oral Notice** – Give oral notice of protest to the Engineer and outline the areas of disagreement before starting or continuing the protested Work.
- (b) **Written Confirmation of Oral Notice** – Not later than the end of the next business day following the day that oral notice of protest is given; deliver written documentation to the Engineer of the oral notice that includes the notice of protest and the areas of disagreement.
- (c) **Written Notice** – File a proper written notice of protest with the Engineer within seven Calendar Days after receiving the protested order. In the notice the Contractor shall:
 - Describe the acts or omissions of the Agency or its agents that allegedly caused or may cause damage to the Contractor or to the Project, citing specific facts, persons, dates, and Work involved;
 - Describe Contractor's proposed alternative to the Work ordered, if any, which will avoid damage to Contractor or to the Project;
 - Describe the nature of the damages;
 - Cite the specific Contract provision(s), if any, that support the protest;
 - Include the estimated dollar cost, if any, of the protested Work, and furnish a list of estimated Materials, Equipment, and labor for which the Contractor might request additional compensation; and

- If additional compensation is estimated to be due, include the estimated amount of additional time required, if any.

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.

- (d) **Project Manager's Record and Response** – The Engineer will file a copy of each written notice of protest in the Project records and will issue a written response to the protest within seven (7) business days of receipt of a timely filed written notice of protest. The Engineer has no responsibility to evaluate the protest unless the Contractor has timely filed a proper notice submitting all of the above information.
- (e) **Final Documentation of Claim** – Within 60 Calendar Days following completion of the protested work, Contractor shall provide the Engineer with complete documentation of protested work, listing exact materials, equipment and labor used for the work and the dollar amount requested for each. If the claim is accepted, no additional compensation will be awarded based on documentation submitted after this deadline. If the claim is denied or if the Contractor is not satisfied with the decision by the Engineer, the amount claimed by the Contractor in any subsequent Step or proceeding may not exceed the dollar amount requested under this subsection.
- (f) **Records** – Contractor must keep complete records of all costs and time incurred throughout the protested Work, and allow the Engineer access to those and other supporting records. Provide daily records of protested Work, on a weekly basis, on a schedule to be set by agreement with the Engineer.
- (g) **Comparison of Records** – Provide the Engineer adequate facilities for keeping cost and time records of the protested Work. The Contractor and the Engineer will compare records and either bring them into agreement at the end of each day, or record and attempt to explain any differences.
- (h) **Work to Proceed** – In spite of any protest, proceed promptly with the Work ordered by the Engineer.
- (i) **Evaluation of Protest** – The Engineer has no responsibility for evaluating a protest that is not timely filed, or for which adequate supporting documentation has not been made available to the Engineer. Provided the procedures above are followed, the Engineer will promptly evaluate all protests and, if the protest is denied, advise the Contractor in writing of the reasons for full or partial denial. If a protest is found to be valid, the Engineer will, within a reasonable time, make an equitable adjustment of the Contract. Adjustment of time will be evaluated according to 00180.80.

If the Contractor does not accept the Engineer's evaluation of the protest, the Contractor may pursue a claim as described in 00199.30.

00199.30(b) Claims Requirements – Replace the first paragraph with the following:

At any time during the progress of the Work, but not later than 15 Calendar Days following the date of the Second Notification, the Contractor shall submit to the Engineer claims for

compensation additional to that specified in the Contract, except claims waived by the Contractor per 00199.30(a). A claim not submitted within the 15-day limit is deemed waived by the Contractor, and the Agency may reject it.

00199.30(d) Access to Records – Replace the third sentence with the following:

The Contractor shall retain all Contract records for a period of at least three years after the release of final payment or until all disputes, including litigation, if any, are resolved (the “record retention period”).

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – Remove and replace this Section with the following:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – The Agency intends to resolve claims at the lowest possible administrative level. If the Engineer denies the claim, in full or in part, pursuant to 00199.40(a), the Contractor may request review of the denial. The disputed claim may then be resolved, in full or in part, at any of the progressive steps of claim review procedure as set forth in (b) through (d) of this Section. All of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

(a) Decision by the Project Manager – The Project Manager will, as soon as practicable, consider, investigate, and evaluate a Contractor’s claim for additional compensation, or for additional compensation and Contract Time, if submitted as required by 00199.30.

If the Engineer determines that additional information or documentation is needed to allow proper analysis of the claim, the Contractor shall meet with the Engineer within 14 Calendar Days, or as otherwise agreed by the parties, to present the additional information or documentation, or make other arrangements with the Engineer to supply that material.

The Engineer will advise the Contractor of the decision to accept or deny the claim, and the reasons for any full or partial denial of the claim, within 30 Calendar Days of receipt of the Contractor’s claim, or the receipt of requested additional information or documentation regarding the claim, whichever is later, unless the Engineer and Contractor have agreed upon a longer response time. If the Contractor does not accept the Engineer’s decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review at Step 1 (See (b) below).

(b) Step 1: City Project Manager Level Review – The Contractor shall request that the Project Manager arrange a meeting in order to present the denied or partially denied

claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Agency's receipt of the request, or as otherwise agreed by the parties.

If the City Project Manager determines that the Contractor must furnish additional information or documentation to allow proper analysis of the claim, the reviewer will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

The City Project Manager will provide a written decision to the Contractor within 30 Calendar Days of the last meeting with the City Engineer.

If the Contractor does not accept the Step 1 decision, the Contractor may, within 180 Calendar Days from the date of receipt of the City Project Manager's written decision or within 90 Calendar Days of the date of Second Notification, whichever is later, initiate Step 2 as set forth in subsection (c) below.

- (c) Step 2: Arbitration and Litigation** – The Contractor must follow each step in order and exhaust all available administrative remedies before resorting to arbitration and litigation. Litigation of a claim that cannot be resolved in Step 1 shall be initiated by filing a complaint in the Clackamas County Circuit Court that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules, and the Clackamas County Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses, and attorney fees in obtaining and enforcing the order.

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

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Clackamas County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Portland Division. In no event shall this Subsection be construed as a waiver by the City of Oregon City on any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

- (d) Payment of Costs, Expenses, and Attorney's Fees** – The prevailing party shall be entitled to an award for reasonable costs and expenses incurred after the initiation of Step 2, including costs and expenses incurred for arbitration, trial de novo, and on appeal. Costs and Expenses shall include, but shall not be limited to, reasonable attorney fees and expenses, arbitrator fees and expenses, and costs of discovery.

As used in this subsection 00199.40(d), "prevailing party" for an arbitration award means (1) a Contractor who has received an arbitration award, exclusive of interest, costs and expenses, that is more than the dollar amount claimed by the Contractor in its Final Documentation of Claim under 00199.20(d) or (2) the City of Oregon City if there is no arbitration award to the Contractor or if the arbitration award to the Contractor, exclusive of interest, costs and expenses, is less than the dollar amount of the award in the City Engineer's Step 1 decision. For all other arbitration awards, there shall not be a "prevailing party."

The award of costs and expenses after trial de novo shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

00199.50 Mediation – Replace this section, except for the section number and title, with the following:

Mediation is a condition precedent to litigation as detailed above in amended Section 00199.40(c).

SECTION 00210 – MOBILIZATION

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

00210.00 Scope – Add the following to this section:

Pre-construction Visual Survey. Prior to commencing any construction activities, the Contractor shall prepare a recorded visual survey of all existing features within the project limits as well as adjacent properties. The visual survey shall be recorded on standard digital equipment and an electronic copy shall be provided to the Agency for the Agency's review prior to commencing construction. The survey shall show all features within or adjacent to the project limits which are known or suspected to generate damage claims. The survey shall also include video of any existing improvements which were damaged prior to construction.

Post-construction visual comparison to the visual survey shall be a basis for determining damage to properties should a damage claim arise.

Add the following subsection:

00210.40 Mobilization – Delete the fourth bullet in the bulleted list.

00210.40 Mobilization – Add the following bulleted items to the end of this Section:

- Obtain all applicable licenses and insurance required by the Contract to complete the work as specified herein.
- Pre-construction Visual Survey.
- Installation of Agency Standard project identification signs and removal at end of project.

00210.90 Payment – Add the following to this section:

Payment for mobilization shall also include all costs associated with completing a preconstruction visual survey and obtaining all necessary licenses and insurance.

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.02(a) Public Safety and Mobility – Add the following sentence to the end of the bulleted item beginning with “Provide and maintain safe temporary...” as follows:

- Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working areas.

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

- Do not place work zone signs or supports that will block existing walkways or existing bikeways.
- When maintaining one-way, flagged traffic per an approved TCP, traffic shall not be held longer than 10 minutes. The Contractor shall notify the held driver of an approximate time they will have to wait.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Open all lanes and adjacent asphalt surfaces (including shoulders and bike lanes) on all streets outside of allowable working or lane restriction hours with temporary or permanent pavement surfacing. Temporary steel plates or other methods to open the roadway to traffic must be approved by the Engineer. Compacted gravel surfacing is not allowed.
- Provide and maintain access to garbage containers and garbage pick-up or other regularly scheduled deliveries. Coordinate with school district and with TriMet to minimize impacts and delays for any school and public bus routes.
- Coordinate with TriMet to minimize impacts and delays for transit routes.

- Notify all emergency services of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.
- When an abrupt edge is created by excavation, protect traffic using the “ABRUPT PAVEMENT EDGE DETAIL” and the “TYPICAL ABRUPT EDGE SIGNING DETAIL” configurations shown on the standard drawings.
- No vertical transitions between pavements greater than one inch will be allowed. When pavement transitions (including transitions at driveways) are greater than one inch, provide papered asphalt transition joints, and appropriate signing as directed by the Engineer.
- Inform and contact all affected residents and businesses with special written notices approved by the Engineer, within the project area 48 hours before each of the following work activities: pavement removal, cold plane pavement removal, digouts, cement treated base, utility improvements including water shut downs/connection, and before top lift asphalt paving.
- Contractor shall coordinate construction activities with adjacent property owners to ensure driveway access is maintained at all times.
- Before activating a new or modified traffic signal, Rectangular Rapid Flashing Beacon, 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 00225.02. Keep the signs in place for 30 Calendar Days after completing the modifications.

(2) Opened Lanes – Replace this subsection (a) in its entirety with the following:

a. Holidays – Between noon on the day preceding a legal holiday or holiday weekend and midnight on a legal holiday or the last day of the holiday weekend, except for Thanksgiving, when no lanes may be closed between noon on Wednesday and midnight on the following Sunday.

For the purpose of this Section, legal holidays during the proposed construction timeline include:

- New Year's Day on January 1
- Martin Luther King Jr. Day on the third Monday of January
- Presidents' Day on the third Monday in February
- Memorial Day on the last Monday in May
- Juneteenth on June 19
- Independence Day on July 4
- Labor Day on the first Monday in September
- Veterans' Day, on the 11th of November
- Thanksgiving Day and the day after Thanksgiving Day on the fourth Thursday and Friday in November
- Christmas Day on December 25

When a holiday falls on Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

00220.60(a-1) Contractor Responsibility – Add the following bulleted items to the end of this Subsection:

- Keep surfaces being used by bicycles and pedestrians free of all dirt, mud, gravel, and other harmful materials. Surfaces include bike paths, bike lanes, roadway shoulders, or the outside six feet of the roadway.
- Vacuum sweep loose aggregate, soil, and other materials on the roadway out of the travel ways at the end of each day. Swept materials shall be removed by broom, or other means to prevent pollution of the storm sewer system or receiving streams.

00220.60(b-2) Suspension Due to Other Causes – Replace the last paragraph in this Subsection with the following:

The Contractor shall assume responsibility for maintenance of the roadway surfaces during the suspension.

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications supplemented and/or modified as follows:

00221.00 Scope – Add the following to the end of this Section:

The Contractor shall be responsible for all traffic control costs to complete punch-list items.

00221.01(b) Definitions – Modify the definitions as follows:

Traffic Control Plan (TCP) – A written and drawn (or computer generated) plan for handling pedestrian, bicycle, and vehicular traffic on a specific roadway through a work zone.

00221.03 Traffic Safety and Operations – Replace the third bullet with the following bullet:

- Monitor the length of traffic queues and install an additional set of advance flagger signs if traffic queues extend beyond the first set of advance flagger signs. Advance flagger signs include the "BE PREPARED TO STOP" (W3-4-48) and the Flagger Symbol (CW23-2-48) signs.

00221.06 Traffic Control Plan – Supplement this section with the following:

If the general contractor prepares traffic control plans for work to be completed by subcontractors, the TCP shall also be signed by the subcontractor who will be completing work items under that plan.

00221.06(b) Contractor Modified Traffic Control Plan – Add the following bullet item to the end of this section:

- A detailed temporary striping plan in compliance with the current ODOT Traffic Line Manual.

Add the following to the end of this section:

If at any time during the work the Engineer determines the Traffic Control Plan to be inadequate, the Contractor shall provide additional traffic control signs, devices, and labor at no additional cost to the Agency.

The Contractor shall provide the Engineer five (5) working days to review any submitted traffic control drawings. Drawings which are not approved shall be corrected and resubmitted for review as specified above.

Public traffic shall be permitted to pass through the work area, or an approved detour, with as little inconvenience and delay as possible. Bicycle and pedestrian lanes and pathways are legal travel lanes and must be treated as such. They shall be free of obstructions with as little delay as possible. Lane and pathways will be maintained free of debris to allow safe passage. The minimum travel lane width for a bicycle lane through a work zone area shall be four (4) feet. For temporary bicycle and pedestrian lanes and pathways, ADA-compliant ramps must be used where the elevation difference is greater than ¼ inch.

The Contractor shall provide temporary ADA-compliant ramps at each ramp location prior to existing sidewalk removal through the time until new ADA-compliant ramps are complete. See Section 00220.02 for additional requirements.

The Contractor shall utilize cones, no parking signs, and other means as needed in advance of paving and other construction operations to keep the roadway clear. The Contractor shall provide general mailer information to nearby property owners, including Contractor contact information, construction duration, impacts, and other pertinent details. The Contractor shall also be responsible for all day-to-day coordination necessary to clear the roadway prior to paving.

In work areas where ongoing work has extended for a period longer than one month, the Contractor shall provide monthly updates to adjacent property owners with the anticipated work for the month. The Contractor shall also notify adjacent property owners in these areas with anticipated interrupted driveway access a minimum of one week prior to impacting access. Access closures shall not be allowed.

When signs are required for which specifications are not listed in the Contract Documents, the Contractor shall submit drawings for approval by the Engineer.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows

Mt. View Cemetery Restroom Project

00222.10(b) Type – Make the following modifications:

Delete the bullet that begins "3/4 inch medium-density...".

SECTION 00228 – TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

Comply with Section 00228 of the Standard Specifications modified as follows

00228.10 Pedestrian Channelizing Devices – Replace this section, except for the section number and title, with the following.

Use pedestrian channelizing devices (PCD) from the QPL or Conditional Use List and as shown on the standard drawings or as modified by the supplemental drawings.

SECTION 00290 – ENVIRONMENTAL PROTECTION

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

00290.20 (c) (3) a. Burnable Materials – Replace this subsection with the following:

00290.20 (c) (3) a. Burnable Materials – Burning will not be allowed on this project.

SECTION 00305 – CONSTRUCTION SURVEY WORK

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

Add the following subsection:

00305.10 General Requirements

Make all supporting computations and field notes required for control of the work and as necessary to establish the exact position, orientation, and elevation of the work from control stations, including furnishing and setting construction stakes and marks, reference marks, and additional control stations.

The Project Manager will not be responsible for any data translations. An electronic copy of the base drawing, in autocad.dwg format shall be delivered to the Contractor's surveyor. The electronic drawings shall be used by the Contractor's surveyor as a reference, and it shall be the responsibility of the Contractor to confirm that all data contained within the electronic drawings is consistent with the contract documents.

At a minimum, the Contractor shall include the following stakes:

- Two stakes for each collection structure.

- One stake along the sewer main 25 feet and 50 feet from each collection structure, and 100 feet intervals thereafter.

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.41(a) General – Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall immediately vacuum all saw cutting waste and dispose of in a legal manner. Where an abutting structure or part of a structure is to be left in place, make clean, smooth, vertical cuts with a saw or other approved cutting device. Avoid operations that may damage any portion of the remaining structure.

00310.44 Earthwork in Connection with Removal – Replace the second paragraph with the following:

Backfill holes according to 00405.46. Backfill will be considered incidental and will not be paid separately.

SECTION 00330 – EARTHWORK

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

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

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3) and 00330.41(a-4), outside and beyond the limits of the Project and Agency-controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a-9) Excavation Below Grade – Delete the bullet that begins "Unstable Subgrade..."

00330.71 Daily Progress Reports – Delete this section.

00330.91(d) General Excavation – Delete the bullet that begins "Includes unsuitable material...".

00330.92 Kinds of Incidental Earthwork – Delete the bullet that reads "If shown on the plans."

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

- Saw cutting of any structures as shown on the plans.

SECTION 00340 – WATERING

Comply with Section 00340 of the Standard Specifications modified as follows:

00340.40 Watering - Add the following paragraph to the end of this section:

Obtain a fire hydrant meter and double check valve from the Oregon City Public Works Operations Division located at 13895 Fir Street, Oregon City. A refundable deposit of \$2,600.00 is required for the meter and a \$400 refundable deposit is required for the double check valve. In addition, there is a \$150 meter inspection fee. The Contractor will not be charged for water but shall record and report all water used for this project to the City. All costs for equipment, labor and materials required to haul and apply water shall be incidental to other bid items with no separate payment made.

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications supplemented and/or modified as follows:

00490.41(d) Manhole Connections – Add the following paragraph:

Connections to existing sanitary sewer manholes shall be cored and connected with a flexible boot connection. Connections to existing storm manholes and drainage structures shall be cored and connected with a sanded collar adapter connection. Saw cutting, hammering, and breakout openings in existing manholes to make connections is not permitted.

00490.43 Abandoning Pipe in Place – Replace the second paragraph with the following:

Where shown on the plans, fill abandoned pipes 6 inches and greater in diameter with controlled low-strength material meeting the requirements of 00442. The Contractor shall use pumps or other means as necessary and shall excavate intermediate injection points to ensure that all void space is filled in its entirety. All filling work shall be completed in the presence of the Engineer.

SECTION 00495 – TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications supplemented and/or modified as follows:

00495.00 Scope – Add the following:

Temporary AC pavement must be provided at the end of each day to any area opened to the public.

00495.40 General – Add the following:

Place aggregate base and ACP surfacing at depths to match existing surfacing for permanent trench resurfacing or the depth shown on the typical sections, whichever is greater. For temporary trench resurfacing, depth of ACP shall be a minimum of 2 inches.

00495.80 Measurement – add the following to the end of the first paragraph:

The maximum allowable pay width limit for temporary trench resurfacing will be ## feet. The maximum allowable pay width limit for permanent trench resurfacing shall be as shown on the Plans.

SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications supplemented and/or modified as follows:

00641.80(b) Volume Basis – Replace with the following:

When measurement is by volume, quantities will be measured by the neat line shown in the plans.

SECTION 00744 – ASPHALT CONCRETE PAVEMENT

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

00744.00 Scope – If aramid fibers are to be used in the project, insert the following:

Where shown, work shall include furnishing all materials, equipment, labor, and incidentals for mixing aramid fiber into ACP, when aramid fiber is required as a mixture ingredient. The fiber reinforced ACP will be subject to all requirements for ACP in this Section.

00744.02 Definitions – Insert the following:

Reinforcing Fibers – An asphalt concrete additive consisting of aramid fibers added at time of mixing.

Add the following section:

00744.03 Quality Control Plan – Submit a comprehensive and project-specific paving quality control plan for approval. Submit a draft Quality Control Plan prior to the Prepaving Conference and re-submit the Quality Control Plan for approval based on comments received at the Prepaving Conference. The plan shall include a brief narrative for each of the following items:

- List of personnel to be used meeting the requirements of 00744.30, including:
 - Contractor
 - Mix Supplier including plant manufacturer, model, and capacity
 - QC Officer

- Backup QC Officer
- Plant Technicians
- Paver Technicians
- Source of all materials.
- Trucking plan that ensures continuous paving operation.
- Sampling and testing plan meeting the requirements of 00744.10, 00744.11, 00744.16 and 00744.49.
- JMF meeting the requirements of 00744.12, 00744.13 and 00744.14.
- List of equipment to be used in the paving operation.
- List of best management practices used during construction to ensure the specifications are met. Practices shall address the following items:
 - Subgrade and Surface Preparation
 - Utility Adjustments (valve cans, manholes, etc.)
 - Tack
 - Temperature
 - Release Agent (diesel not allowed)
 - Cleanout location for delivery trucks
 - Joints
 - Segregation
 - Depth
 - Cross Slope
 - Roller pattern
 - Compaction
 - Smoothness
 - Correction of surface defects (segregation, separated joints, etc.)

00744.05 Reinforcing Fibers – Provide fibers conforming to the minimum requirements below. Design JMF without the reinforcing fibers. Do not alter the final mix design for the addition of fiber at the asphalt plant. Certified reinforcing fiber test data for the fibers to be used on the project shall be submitted at the time of the JMF submittal.

Property	Measure	Standard
Material	Aramid	Manufacturer Certification
Form	Monofilament fibers	Manufacturer Certification
Length	0.75 inches (+/- 10%)	Manufacturer Certification
Specific Gravity	1.44	ASTM D276
Minimum Tensile Strength	400,000 psi	ASTM D7269
Degradation Temperature	800 degrees F	ASTM D276
Acid and Alkali Resistance	Inert	Manufacturer Certification

Submit the following:

- Identify the mixing plant.
- Provide a specification sheet from the aramid fiber manufacturer along with a certification from the Manufacturer that the product supplied meets the specifications.
- Provide the following from the aramid product supplier at least three weeks prior to HMA production.

- The supplier's specified mix rate for the aramid product.
- Evidence showing how many times, if any, the supplier's fiber product has been successfully produced at the asphalt plant to be used for the project.
- Process for introducing aramid product to the mix.

00744.10(a) New Course and Fine Aggregates – replace the third paragraph beginning with "Testing of Aggregates" in its entirety with:

Provide test results showing that aggregates meet requirements for soundness, durability, fractured faces, and harmful substances as described below. No sandstone, shale, or other soft material will be allowed.

00744.11 Asphalt Cement and Additives – insert the following at the end of this section:

Provide PG64-22 grade asphalt cement for this Project unless otherwise directed or approved with support from a project-specific pavement design.

00744.13 Job Mix Formula Requirements – replace the first paragraph in its entirety with:

Provide a JMF for the Project meeting with the following criteria that was either developed or verified within three years of the date the Contract was advertised and was used in another Contract within one year of the date the Contract was advertised:

In the second paragraph, insert the following after the second sentence:

Submit all Mix Design Verification (MDV) data developed over the last year including air voids.

00744.16 Sampling and Testing – At the end of the first group of bulleted items, insert the following bullet:

- Gmb (bulk) to obtain voids worksheet calculations

Add the following sentence at the end of this section:

The Agency may elect to complete additional QA testing at its discretion.

If aramid fibers are to be included in the work, insert the following section after "**Equipment**" but before Section 00744.23, Pavers:

00744.22 Addition of Reinforcing Fiber – Have a fiber supplier's representative on site during the first day of production mixing. This requirement can be waived if fiber supplier and HMA producer can supply evidence of supplier's brand of fiber product being successfully produced by the HMA producer.

Introduce the aramid product as follows:

(a) **Batch Plant** – When a batch type plant is used, add the aramid product dosage to the aggregate in the weigh hopper. This may be done with loose fibers and a fiber metering device, or may be done by using manual dosing equipment. If necessary, increase the batch dry mixing time to ensure the aramid fibers are uniformly distributed prior to the injection of asphalt cement into the mixer.

(b) **Drum Plant** – When a continuous or drier-drum type plant is used, add the aramid product to the RAP material to uniformly disperse with the aggregate and injected asphalt.

Use a separate aramid product metering device feed system to proportion by weight of total mix, the required percentage of fiber reinforcement into the mixture. Control the aramid product metering system with a proportioning device to meet the dosing requirements.

When a continuous or drier-drum type plant is used for limited production volumes, the addition of the aramid product may be done by using manual measuring tools or equipment and adding them directly onto the RAP belt or into the RAP opening on the plant. Because this is not an automated process, a written protocol must be supplied by the producer to demonstrate how they will attain the dosage requirement, and documentation must be supplied by the material manufacturer assuring this method will produce the desired uniform aramid fiber distribution.

Mix the aramid fiber with the aggregate longer, if needed, to allow thorough distribution of aramid fibers at the end of the mixing process and to promote asphalt coating of individual strands of aramid fiber. At the start of any fiber mixing, visually observe the reinforced HMA at the plant and in first three trucks at the point of discharge and prior to delivery to the job site. Observation shall include using a shovel or other device. Look for proper distribution of aramid fibers and make mixing adjustments if needed.

00744.24 Compactors – Insert the following at the end of this section:

The use of equipment which crushed the aggregate to an appreciable extent will not be permitted.

Insert the following new section:

00744.25 Trucks – Do not use vehicles or transfers with rear drop axles in which raising the drop axle would cause the vehicle to exceed legal load limits.

00744.30 Quality Control Personnel – If aramid fibers are used, insert the following at the end of the first sentence:

Provide at least one fiber reinforcing product representative at each plant site when producing mixture for the Project unless plant submits a minimum of three examples of prior use of fibers.

00744.41 Mixing Temperatures – Replace the second paragraph in its entirety with:

Establish the allowable mixing and placement temperature ranges by the JMF. Measure the mixture temperature at the discharge of the mixer. Measure the placement temperature in the hauling vehicle per 00744.45 and behind the paver. The allowable production temperatures may be adjusted based on the asphalt cement supplier's recommendation if approved by the Engineer. The maximum mixture temperature and the minimum placement temperature shall be as follows:

00744.42 Tack Coat – Replace this section in its entirety except for the section number and name with the following:

Construct a tack coat before placing each lift of ACP according to Section 00730. A tack coat is not required before placing ACP on aggregate base. Omission of a tack coat for a second lift placed on a base lift in the same day may be allowed if approved by the inspector.

Treat all existing and newly paved ACP or curb (below finish grade) surfaces on and against which ACP is to be placed with an asphalt tack coat according to Section 00730. Before applying the tack coat, clean and dry the surface to be tacked. Do not place tack coat any further than 500 feet in front of the paver.

Remove all loose material that will reduce adhesion of the tack by brooming, flushing with water, or other approved methods.

Avoid excess tack coat being applied to the gutter or curb face. Shields protecting curb faces shall be provided and used during tacking of curb faces. Any tack coat inadvertently or inappropriately applied to the gutter or curb face shall be promptly removed.

00744.43 Hauling, Depositing, and Placing – Replace this section in its entirety except for the section number and name with the following:

Haul, deposit and place ACP according to the following:

(a) **Hauling** – Provide vehicles with tight, clean, and smooth metal beds equipped with covers to protect against moisture and heat loss. Cover ACP if rain is encountered any time between loading and placement. Provide a 3/8-inch diameter hole near the middle of the left sidewall of the bed for ACP placement temperature testing.

ACP will be rejected before placing if one or more of the following occurs:

- Placement temperature measured in the truck below limit specified in the approved JMF.
- Below temperature limit specified in 00744.42.
- Slumping or separating.
- Solidifying.
- Absorbing moisture.

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

Vehicles which cause excessive segregation, which leak badly, or which the Engineer has determined delay normal operations, shall not be used.

Deliver the mixture to the paving machine at a rate that provides continuous operation of the paving machine, except for unavoidable delay or breakdown. If excessive stopping of the paving machine occurs during paving operations, the Engineer may suspend paving operations until the mixture delivery rate matches the paving machine operation. Any delay under the control of the Contractor that results in greater than 30 minutes between trucks will pay deductions or load rejection per 00744.90.

Do not use diesel oil as a release agent unless approved by the Engineer. Do not clean out trucks in front of the paver. Clean trucks in an approved location away from the paving operation. Pick up and restore cleanout area daily.

(b) Depositing – Deposit ACP from the hauling vehicles so segregation is prevented.

(c) Placing – Alternative equipment and means may be allowed by the Engineer if the use of a paver is impractical. If a dump truck cannot physically deliver the mix to a tight area, a very clean bucket of a loader may be used as an alternate.

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

- It has been covered during transit.
- The ACP temperature is satisfactory.
- It is placed on a foundation free from pools or flow of water.

Place the mixture in the number of lifts and courses, and to the compacted thickness for each lift and course, as shown. Place each course in one lift unless otherwise specified. Do not exceed a compacted thickness of 3 inches for any lift. Limit the minimum lift thickness to twice the maximum aggregate size in the mix.

Asphalt shall not be placed against concrete, curb or gutter, or other structures, until seven days after the concrete has been placed, adequate strength of the concrete has been achieved, and they have been backfilled to provide lateral support.

When more than one lift of asphalt is required, no subsequent lifts shall be placed until the prior lift has adequately cooled, set sufficiently to prevent marking, and has achieved minimum compaction requirements. Sequence operations so that each lift of asphalt is placed on different days.

Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective shall be subject to removal and to replacement with fresh hot mixture, which shall be compacted to conform to the surrounding area. Any area showing an excess or deficiency of asphalt cement shall be subject to removal and to replacement. Removal and replacement under these provisions shall be at the expense of the Contractor.

If hand work is necessary such as at transitions, ramps, and beginning and ending panels, stop material from becoming segregated by excessive raking. If larger aggregate collects on the surface, remove this larger aggregate and introduce fresh, appropriately graded mixture to the area and finish so there is no apparent segregation and the mat is one uniform texture.

Do not broadcast mix by shovel across a new mat. If observed, the portion the affected portion of the mat may be rejected.

Insert the following new section:

00744.46 Asphalt Driveway Connections – Pave all driveway connections after the mainline has been paved. Do not stop the paver to wing out and pave driveways.

Insert the following new section:

00744.47 Asphalt Side Street Connections – Where four or more side street connections are required for a single collector or arterial street beyond the mainline paving, utilize a second paving machine to pave side street connections. Do not stop the mainline paver to complete side street connections. Complete side street connections within two hours of the mainline paving to provide a warm joint between the mainline and side street paving.

00744.49 Compaction – Replace this section in its entirety except for the section number and name with the following:

After the ACP has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly until compacted to a minimum of 92 percent of MAMD. Perform finish rolling and continue until all roller marks are eliminated. Rollers shall not make sharp turns on the course being compacted, and they shall not be parked on the hot asphalt mixture.

Complete breakdown and intermediate compaction before the ACP temperature drops below 180°F, unless otherwise directed or required based on the control strip. When the rolling causes tearing, displacement, cracking, or shoving, make necessary changes in compaction temperature, type of compaction equipment, and rolling procedures.

Determine compliance with density specifications by random testing of the compacted surface with calibrated nuclear gauges. Determine the density by averaging QC tests performed by a CDT with the nuclear gauge operated in the backscatter mode according to WAQTC T 8 at one random location for each 100 tons of asphalt concrete placed, but take no less than 10 tests each shift. Do not locate the center of a density test less than 1 foot from the panel edge. Calculate MAMD according to ODOT TM 305. The Agency may elect to complete additional compaction testing at its discretion. The Engineer may waive compaction testing upon written notice.

Compaction to a specified density will not be required for the following:

- **Thin Pavements** – Leveling, patches, or where the nominal compacted thickness of a course of ACP will be less than 2 inches.

- **Other Areas** – Temporary surfacing, guardrail flares, mailbox turnouts, road approaches, and areas of restricted width of less than 8 feet wide or limited length, regardless of thickness.

Compact thin pavements and other areas according to 00749.45.

Any displacement of any course, regardless of thickness, occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture when required.

The Contractor shall notify the Engineer/Inspector immediately when the average density does not meet 92% or exceeds 95%. An investigation will be initiated to determine if the results indicate that a problem with the mix is developing before laying any more material. Take all actions necessary to resolve compaction problems. Do not resume paving until allowed by the Engineer. Take immediate corrective measures when the specified compaction density is not being achieved. At the Engineer's discretion, corrective measures may include removing and replacing areas that fail to comply with compaction requirements.

Insert the following new section:

00744.50 Joints – Sand seal all joints following the final lift. Width of joint seal coat shall be no less than four inches and no more than six inches.

Insert the following new section:

00744.51 Prepaving Conference – Have a prepaving conference with all Contractor supervisory personnel, all subcontractors who are to be involved in the paving work, and the Engineer. Meet at a mutually agreed time and discuss all methods of accomplishing all phases of the paving work. The Prepaving Conference agenda will be prepared by the Agency and distributed to the Contractor prior to the conference. Contractor shall submit a draft Quality Control Plan per Section 00744.03 and a draft Traffic Control Plan per Section 00225 for discussion purposes at the Prepaving Conference. Contractor shall revise the Quality Control Plan and the Traffic Control Plan based on approvals obtained at the Prepaving Conference. The conference shall address topics such as:

- Contractor Key Paving Personnel
- Quality Control Plan
- Traffic Control Plan
- Erosion Control Plan
- Review of JMF (mix type(s), asphalt grade, mixing, and placement temperatures, etc.)
- Haul Vehicles (type and quantity, truck routes, haul distance, clean out areas, release agents, etc.)
- Check weights and scales
- Manhole and box adjustments
- Tack spread rates and certifications
- Laboratory and equipment certifications
- Review type of paver, grade control and panel widths, lift sizes and staging
- Roller pattern for compaction

- Smoothness testing by Contractor
- ACP plant testing and compaction testing
- Temporary striping

Insert the following new section:

00744.52 Preparation of Underlying Surfaces – All water valves, manholes, and catch basins shall be adjusted to finish grade in advance of or during the paving operation. No adjustments shall be made after the paving is completed unless approved by the Engineer prior to paving. Minimum paving ring for manholes size shall be two inches. Adjustments made for manhole slopes and/or less than two inches of grade increase shall require a frame adjustment.

Any tree branches or foliage which will hinder the proper placement of the surfacing shall be removed by the Contractor by pruning and sealing the cut ends, or tying back in a manner approved by the Engineer. The Contractor shall be responsible for trees damaged that are not properly pruned or tied back.

All surfaces to be paved shall be swept clean by the Contractor no more than 24 hours in advance of paving. The Contractor shall remove vegetation prior to washing or sweeping. The Contractor shall use vacuum street sweepers that are self-propelled equipment with rotating brooms and brushes that are capable of loosening dirt and debris from the road surface. In those areas where dirt and debris cannot be removed with sweeping alone, washing of the surface will be required.

Coordinate construction of driveway transitions with property owners to minimize disruption of access.

00744.60 Correction of Defects – Replace the first paragraph in its entirety except for the section number and name with the following:

Correct all defects in materials and work, as directed, at no additional cost to the Agency. Corrective measures required by the Engineer may include removal and replacement of the surface course within the defective area. Complete all corrective work within 14 calendar days following notification from the Engineer. After completion of the defective work, if the Engineer finds the work unsatisfactory, perform additional corrective work on the areas still not meeting the requirements. Correct defects according to the following:

Insert the following new section:

00744.61 Warranty – Provide a one-year warranty for all work completed on the project in conformance with the Contract Agreement for this project.

00744.70 Pavement Smoothness – At the end of the first paragraph, insert the following sentence:

These tolerances shall apply when water valve boxes and other utility appurtenances can be adjusted during the paving operations.

Insert the following new section:

00744.76 Cleanup – Clean and remove all excess asphalt, debris, and tack from all facilities including but not limited to manhole covers, valve boxes, catch basins, gutter, and curb faces.

Keep a sweeper on site at all times to sweep areas as needed and as directed.

00744.90 Payment – In the first group of bulleted items, replace the third bullet with the following:

- The words "in Leveling", "in Temporary", "in Leveling and Temporary", or "with Fibers" will be inserted in the third blank when applicable.

In the second group of bulleted items, insert the following bulleted item:

- asphalt tack coat

At the end of this section, insert the following:

When delays in asphalt mix delivery to the paver exceed 30 minutes and the delays are within the control of the Contractor, in the Engineer's opinion, the following payment provisions shall apply:

- Greater than 30 minutes – 5% bid item payment deduction of quantity in previous load
- Greater than 45 minutes – 10% bid item payment deduction of quantity in previous load
- Greater than 60 minutes – Rejection of previous load, suspension of operations, and asphalt subject to corrective action

SECTION 01140 – POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications supplemented and/or modified as follows:

01140.10 Materials – Before the first sentence, insert the following:

All waterline materials supplied by the contractor shall be American Made.

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SECTION V – CONTRACT DRAWINGS AND SCOPE OF WORK