



# CITY OF SPRINGFIELD

## Special Provisions

for

### P21096

## 1387 Kellogg Rd Storm Sewer Engineer's Seal



Solicitation No. 1206

**SPECIAL PROVISIONS  
REGARDING CONTRACTS NOT TO EXCEED \$50,000**

References to number of Divisions, Section, Sub-Section and the like shall mean the 1994 Edition of the Standard Construction Specifications, including all Addenda, Standard Drawings, and other Contractual Documents of the City of Springfield, Lane County, Oregon.

These Special Provisions supplement and amplify certain sections of the City of Springfield, Oregon, [Standard Construction Specifications](#). The Standard Construction Specifications shall apply except as modified herein. These Special Provisions and additional technical specifications may contain occasional requirements not pertinent to the project. However, these specifications shall apply in all particulars insofar as they are applicable to this project.

**SECTION A – General Requirements**

**P21096 - 1387 Kellogg Rd Storm Sewer**

**A1.1 Applicable Standard Specifications**

The 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon, Standard Construction Specifications (including all revisions at date of Quote submittal), shall apply to this quote submittal and construction contract except as may be modified herein. In the case of discrepancy, unless noted otherwise herein, the more restrictive provisions shall apply.

PLEASE NOTE: FOR ALL REQUEST FOR COMPETITIVE PRICE QUOTE PUBLIC IMPROVEMENT CONTRACTS NOT TO EXCEED \$50,000 THE DESCRIPTION SUBSTITUTIONS INDICATED BELOW SHOULD BE USED:

- a) **Bid** should be replaced with **Quote**
- b) **Bidder** should be replaced with **Prospective Contractor**
- c) **Bid Proposal** should be replaced with **Quote Submittal**
- d) **Department of Public Works** should be replaced with **Development and Public Works Department**
- e) **Instruction to Bidders** should be replaced with **Instruction to Prospective Contractor**
- f) **Invitation to Bid** should be replaced with **Request for Competitive Price Quote**
- g) **Proposal** should be replaced with **Quote**
- h) **Proposal Package** should be replaced with **Request for Competitive Quote Package**

**A1.2 Form of Proposal**

**REPLACE SECTION 102.02 "FORM OF PROPOSAL" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:**

"The Proposal and the proposal guarantee in the form of a bid bond, certified check, or cashier's check, shall be enclosed in a sealed, labeled and addressed envelope, as required in the Instructions to Bidders and filed as required therein. The outside of the envelope shall plainly identify: (1) The project name and (2) The bid opening date.

All Proposals must be clearly and distinctly typed or written with ink or indelible pencil.

All Proposals shall be on the form furnished by Owner, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving

general information must be filled in and the Bids signed by an officer or duly authorized representative of the Bidder. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required, in a Proposal embracing alternate Bids. All bid documents except plans must be returned with the Bid.

Unless otherwise specified, Bidders shall bid on all Bid items included in the Proposal, and the low Bidder shall be determined as noted in Subsection 103.01 AWARD OF CONTRACT. Except as provided herein Proposals which are incomplete or fail to comply to all items required in the Proposal may be rejected."

**INSERT IN ITS PLACE THE FOLLOWING:**

"For your quote to be considered responsive by the City of Springfield the following documents must be included with your submission. A complete submittal package will consist of the following documents:

- ✓ Quote Submittal
- ✓ Financial Responsibility Form
- ✓ Minority, Women and Emerging Small Business/Disadvantaged Business Enterprise Form (MWESB)

All quotes shall be on the forms furnished by the City. All applicable blanks giving general information must be filled in and the quote signed by an officer or duly authorized representative of the Contractor. The only exceptions to this requirement are the MWESB and Contract documents. Completion of the MWESB form is voluntary, however it must be submitted with your Quote whether you complete the information or not. If you are awarded the Contract, you will be required to submit a fully executed copy of the Contract upon request. Any statement accompanying and tending to qualify a quote may cause rejection of such quote, unless such statement is required in a quote embracing alternate quotes.

Competitive Price Quotes should be clearly labeled with the project number, project title and the statement *Request for Competitive Price Quote* and submitted to the person and in the manner specified in the Request for Competitive Price Quote document.

All quotes must be clearly and distinctly typed or written with ink or indelible pencil. If, in the opinion of the City, the prices in any quote appear to be unbalanced, incomplete, or fail to comply with all the terms required, the quote may be rejected."

**A1.3 Proposal Guaranty and Organization**

**REPLACE SECTION 102.05 "PROPOSAL GUARANTY AND ORGANIZATION" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:**

"Each Bid must be accompanied by a Bid Bond, cash or a certified or cashier's check upon a bank in good standing, payable to the Finance Director of the City of Springfield, Oregon, in an amount equal to at least 10% of the total amount of the bid. Such Proposal guaranty shall be forfeited and become the property of the City in case the Bidder shall fail or neglect to furnish a satisfactory Performance Bond and Payment Bond and to execute the Contract within 10 days (Saturday, Sunday and holidays excepted) after receiving said Contract from the City for execution. Bid bonds submitted shall be on the form provided by the City in the Bid document."

**INSERT IN ITS PLACE THE FOLLOWING:**

"A Bid Bond will not be required with this Contract."

#### **A1.4 Addenda to Contract Documents**

##### **REPLACE SECTION 102.08 "ADDENDA TO CONTRACT DOCUMENTS" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:**

"Any addenda issued by the Owner, which may include changes, corrections, additions, interpretations, or information, and issued 48 hours or more before the scheduled closing time for filing the Bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. Owner shall supply copies of such addenda to all Contractors who have obtained copies of the Contract Documents for the purposes of bidding thereon. Failure of the Contractor to receive or obtain such addenda shall not excuse him from compliance therewith, if he is awarded the Contract."

##### **INSERT IN ITS PLACE THE FOLLOWING:**

"Any addenda issued by the City, which may include changes, corrections, additions, interpretations, or information issued 72 hours or more before the scheduled closing time for submitting the quotes shall be binding upon the Contractor. Addenda will be posted to the City's website at <http://www.springfield-or.gov/dpw/CompetitiveQuotes.htm>. The Contractor should check the website frequently for new postings during the open quote period. The City shall make a reasonable effort to notify all individuals, firms, and corporations that were included in the initial solicitation and to those individuals that attended a Pre-Quote Informational meeting and provided contact information on the sign-in sheet when addenda are issued. Failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance, if they are awarded the Contract."

#### **A1.5 Award of Contract**

##### **REPLACE THE 1<sup>ST</sup> PARAGRAPH OF SECTION 103.01 "AWARD OF CONTRACT" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:**

"The award will be made by Owner to the Bidder submitting the lowest acceptable Bid. In determining the lowest acceptable Bid, Owner may take into account, among other factors, the prices bid, discounts if any, time of completion and delivery proposed, as between equal Bids, the relative merits and performance of any items specifically proposed by the Bidder, any variation in maintenance and guarantee periods specifically proposed by the Bidder in excess of any minimum specified, the realistic balance of prices in the Proposals for various parts or units of work, and the experience and ability of Bidder to perform the work."

##### **INSERT IN ITS PLACE THE FOLLOWING:**

"The Contract will be awarded to the Contractor whose quote, in the opinion of the City, will best serve the City's interests. Consideration will be given to price as well as other applicable factors such as, but not limited to, experience, specific expertise, availability, project understanding, contractor capacity and responsibility as specified in ORS 279C.412(2)."

#### **A1.6 Performance Bond and Payment Bond**

##### **REPLACE SECTION 103.06 "PERFORMANCE BOND AND PAYMENT BOND" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:**

"At the time of execution of the Contract, Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount equal to 100 percent of the Contract price. The bonds will be in a form and from a company acceptable to Owner's Risk Manager. If the Contract is an estimate or if there are change orders, the bonds will be adjusted to equal 100 percent of the

final Contract price. The bonds will guarantee compliance with and fulfillment of all terms and provisions of the Contract including maintenance, repair and replacement, and all applicable laws, and prompt payment as due, to all persons supplying labor and/or material for prosecution of the work and in accordance with subsection 108.14."

**INSERT IN ITS PLACE THE FOLLOWING:**

"Performance and Payment Bonds will not be required with this Contract."

**A1.7 Insurance**

**REPLACE SECTION 107.06 "INSURANCE" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:**

The Contractor shall provide and maintain general liability, auto liability, property, and workers' compensation insurance for life of this Contract.

General Liability Insurance

The Contractor shall maintain an ISO Commercial General Liability insurance policy (or an equivalent policy approved by Owner) with combined single limits of at least \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and an aggregate limit of at least \$2,000,000. The policy shall include coverage for contractual liabilities.

Comprehensive Automobile Liability Insurance

The Contractor shall maintain an automobile liability insurance policy with combined single limits of at least \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

Additional Insured Endorsement

The general and automobile insurance policies specified above shall include endorsements naming as an additional insured "the City of Springfield, its agents, employees and officials all while acting within their official capacity as such."

Property Insurance

Depending on the nature of the construction contemplated under this contract, Owner may require Contractor to provide property insurance. Refer to Special Provisions section of this Contract.

Workers' Compensation Insurance

Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

Contractor is responsible for maintaining workers' compensation insurance for his employees and assuring that his subcontractors, if any, also maintain workers' compensation insurance. Contractor shall defend, indemnify, and hold Owner harmless from any liability for any workers' compensation claims costs, fines, or costs whatsoever arising from Contractor's or his subcontractors' failure to comply with ORS 656.017.

Additional Policies and Special Coverages

Refer to the Special Provisions section of this Contract for additional coverages that may be required.

### Certificates of Insurance

Certificates of insurance evidencing all policies required by this Contract shall be delivered to the Owner prior to the commencement of any work. All certificates shall include a 30-day notice of cancellation clause and required additional insured endorsements. The Owner has the right to reject any certificate for unacceptable coverage and/or companies.

### **INSERT IN ITS PLACE THE FOLLOWING:**

#### "INSURANCE

All insurance shall be approved by the City as to terms, conditions and form prior to beginning work.

#### Public Liability and Property Damage

The Contractor shall maintain in force for the duration of this Contract a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate. The policy will be endorsed with a "per project" aggregate endorsement. Automobile Liability (owned, non-owned, and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract on the General and Automobile Liability policies as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such." The City's additional insured status for Products and Completed Operations hazards shall extend for at least one year beyond the acceptance of the project. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the City may carry on its own.

#### Workers' Compensation

The Contractor shall provide and maintain Workers' Compensation coverage with limits no less than \$500,000 for it employees, officers, agents, or partners, as required by applicable Workers' Compensation laws. If the Contractor is exempt from this coverage a written statement, signed by the Contractor, explaining the reason for the exemption will be provided to the City prior to commencement of any work.

#### Course of Construction and/or Installation Floater

The Contractor shall maintain in full force for the duration of this contract an All Risk insurance policy approved by the City as to terms, conditions and form covering the replacement cost of the work during the course of construction. The policy shall include the interests of the City and Architect/Engineer, as applicable, and the first two layers of Subcontractors. The amount of insurance shall equal the completed value of the Contract. The City, at its option, may elect to supply this coverage.

#### Asbestos Abatement (only applicable to Asbestos Specific Contracts)

If applicable to this Contract, the Contractor shall maintain in full force a Commercial General Liability policy approved by the City as to terms, conditions and form that is Asbestos Specific with a minimum limit of \$2,000,000 per occurrence and \$3,000,000 in the aggregate written on a form that meets the following criteria:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claims made form with a three-year (3) tail.

Pollution Liability Coverage (only applicable to Pollution Specific Contracts)

If applicable to this Contract, the Contractor shall maintain in full force a Commercial General Liability policy approved by the City as to terms, conditions and form that is Pollution Specific with a minimum limit of \$2,000,000 per occurrence and \$3,000,000 in the aggregate written on a form that meets the following criteria:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claims made form with a three-year (3) tail.

Professional Liability Coverage (only applicable to Contracts if specified)

If Professional Liability insurance is required, the City must approve the terms, conditions and limits prior to commencement of any work.

Additional Policies and Special Coverages

Refer to the Special Provisions section of this Contract for additional coverages that may be required.

Railroad Protective Liability Coverage

If work being performed under this Contract is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.

Subcontractors

The Contractor shall require all Subcontractors to provide and maintain General Liability, Auto Liability and Workers' Compensation insurance and, as applicable, Professional, Asbestos and Pollution Liability with coverage's equivalent to those required of the General Contractor in this Contract. The Contractor shall require certificates of insurance from all Subcontractors as evidence of coverage.

Additional Insured Endorsement

All certificates of insurance, with the exception of Professional Liability and Railroad Protective Liability, must include an endorsement which lists the City of Springfield as a named additional insured. The following statement will appear on the face of the certificate; "The City, its employees, officials and agents are all named as additional insured while acting in their capacity as such."

Evidence of Coverage and Notice of Cancellation or Material Change in Coverage

Evidence of the required coverages issued by a company satisfactory of the City shall be provided to the City by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included.

If the approved insurance company will not provide this 30 day notice, it shall be the responsibility of the Contractor to provide written notice to the City within two (2) days of the Contractor becoming aware that their coverage has been cancelled or materially changed. The Contractor shall e-mail notification directly to Bob Duey, Finance Director at [rduey@springfield-or.gov](mailto:rduey@springfield-or.gov). Regardless of the circumstances causing the Contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the City as described above.

Failure to maintain the proper insurance or provide notice of cancellation or material change shall, at the City's option, be grounds for immediate termination of this Contract.

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*(Contractor initials)*

#### Equipment and Material

The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work."

### **A1.8 Wage Rates**

#### **REPLACE THE 1<sup>ST</sup> PARAGRAPH OF SECTION 107.09 "WAGE RATES" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:**

"Each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, shall be paid not less than the applicable prevailing rate of wage, the existing prevailing rate of wage in effect at the time the specifications are first advertised for bid solicitations, and which schedule is a part of the Contract Document. (Reference: ORS 279.352)"

#### **INSERT IN ITS PLACE THE FOLLOWING:**

"The City has estimated that the likely cost to complete this project will be under \$50,000 therefore, this project is NOT subject to the Prevailing Wage Rate requirements as specified in ORS 279C.800 through 279C.870."

### **A1.9 Progress Payment**

#### **REPLACE THE 6<sup>TH</sup> PARAGRAPH OF SECTION 109.07 OF THE STANDARD CONSTRUCTION SPECIFICATIONS:**

Progress payment will be made by the Owner on a monthly basis no later than the 20<sup>th</sup> day of the subsequent month of work performed, except that, additional days may be required when a payment is accompanied by one or more of the following: an extension of completion time, change order or extra bill. Payment may be made via use of checks or warrants at the option of the Owner for the amount of the approved estimate, less retainage.

#### **INSERT IN ITS PLACE THE FOLLOWING:**

"Progress payment will be made by the City on a monthly basis in the month subsequent to the work being performed, except that additional days may be required when the Contractor fails to submit complete and accurate certified payroll reports which are in compliance with ORS279C.845 when due, or a payment is accompanied by one or more of the following: an extension of completion time, change order or bill. If the Contractor fails to submit acceptable certified payroll reports when due, or one or more of the previously stated exceptions apply, the

progress payment may be made up to fourteen (14) days after the date the certified payroll or other required information in question is received by the City.

The scheduled release of payment will depend upon the method of payment selected by the Contractor. If the Contractor elects to receive payment by check, payment will be released no later than the 20<sup>th</sup> day of the month. If the Contractor elects to receive payment by electronic Automated Clearing House (ACH) transfer, the funds will be transferred no later than the fourth Friday of the month. City will endeavor to honor Contractor's election to receive payment by ACH transfer, however, City reserves the right to make payment via use of check at the sole discretion of the City."

#### **A1.10 Oregon Products**

Contractor's attention is directed to the provisions of Oregon Law, ORS 279A.120 regarding the preference for products that have been manufactured or produced in Oregon. Contractor shall use Oregon-produced or manufactured materials with respect to common building materials such as cement, sand, crushed rock, gravel, plaster, etc., and Oregon-manufactured products in all cases where price, fitness, availability and quality are otherwise equal.

#### **A1.11 Salvage and Debris**

Unless otherwise indicated on the drawings or in the specifications, all castings, pipe, equipment, demolition debris, fences, trees, shrubs, spoil or any other discarded material or equipment shall become the property of the Contractor and shall be salvaged or disposed of in a manner compliant with applicable Federal, State and local laws and regulations governing disposal of such waste products. No burning of debris or any other discarded material will be permitted. The Contractor shall perform any demolition for the completion of this project and shall salvage and recycle all construction and demolition debris as is feasible and cost effective, in accordance with ORS 279C.510.

#### **A1.12 Brand Name or Equal Specification**

Brand Name or Equal Specification means a specification that uses one or more manufacturers' names, makes, catalog numbers or similar identifying characteristics to describe the standard of quality, performance, functionality or other characteristics needed to meet the contracting agency's requirements. The "Equal" product, component or process shall be the same or better than that named in function, performance, reliability, quality and general configuration. Determination of equal in reference to the project design requirements will be made by the Engineer, pursuant to Subsection 106.07. Unless otherwise specified, whenever a manufacturer's name brand or model is mentioned, it is to be understood that the phrase "approved equal" is assumed to follow thereafter, whether it does in fact or not. Such specification authorizes Contractors to offer goods or services that are equivalent or superior to those brands named or described in the specification.

END OF SECTION

**SPECIAL PROVISIONS  
REGARDING CONTRACTS NOT TO EXCEED \$50,000**

**SECTION C – Measurement and Payment**

**P21096 – 1387 Kellogg Rd Storm Sewer**

**C1. General**

Measurement and payment will be on a unit price basis in accordance with the prices set forth in the quote submittal for individual work items. Where work is required but does not appear as a separate item in the quote, the cost for that work shall be included and absorbed in the unit prices named in the quote. CONTRACTOR shall make a careful assessment when preparing the quote.

**Item No.**      **Description**

**309.000.00**      **Saw-cut** shall include saw-cut as shown in drawings.

Measure and payment shall be per Linear Foot (L.F.).

**310.000.00**      **Asphaltic Concrete in Place, Level 3, Class C** shall include labor and materials for the placement of asphaltic concrete.

Measure and payment shall be per ton (TON) in place.

**404.028.00**      **10-inch PVC Storm Sewer Pipe in Place** shall include trench excavation, PVC pipe placement, pipe bedding, pipe zone materials, trench backfill and CDF including all labor and materials for the pipe in place complete. All materials and labor shall be considered incidental. Asphalt shall be considered as a separate bid item and paid under Item No. **310.000.00**.

Measure and payment shall be per linear foot (L.F.) in place.

**404.029.01**      **12-inch PVC Storm Sewer Pipe in Place** shall include trench excavation, PVC pipe placement, pipe bedding, pipe zone materials, trench backfill and CDF including all labor and materials for the pipe in place complete. All materials and labor shall be considered incidental. Asphalt shall be considered as a separate bid item and paid under Item No. **310.000.00**.

Measure and payment shall be per linear foot (L.F.) in place.

**408.000.00**      **Erosion Control** shall include temporary construction site erosion control measures designed and constructed in accordance with the City's NPDES 1200-CA Permit, copy available from the City. Work shall not commence until the approved erosion and sedimentation control measures are in place. Refer to Erosion and Sediment Control notes on plan sheets.

Dewatering of trenches and other excavation shall be managed in accordance with Section 401.3.04 of the Standard Construction Specifications and the Erosion Control Standard Notes on the Plan Sheets. See Drawings E1 and E2.

Measure and payment shall be per Lump Sum (L.S.) in place.

END OF SECTION

**SPECIAL PROVISIONS  
REGARDING CONTRACTS NOT TO EXCEED \$50,000**

**SECTION E – Pavement and Surface Restoration**

**P21096 - 1387 Kellogg Rd Storm Sewer**

**E1. General**

1.1 Scope

This section covers the work necessary to furnish and install asphalt concrete pavement restoration and striping for trenches and roadway paving. All work shall conform to the specifications of this Section, Lane County Standards and [City of Springfield Standard Specifications](#) except as modified herein. In the case of discrepancy the more stringent provisions shall apply.

1.2 Reference Standards

A. Refer to the revised 1994 City of Springfield Standard Construction Specifications, Section 310 Asphalt Concrete Pavement, and Section 407 Resurfacing Trench Areas, with 1998 revisions. The following temporary amendments to the City of Springfield Standard Construction Specifications will also apply.

B. Refer to the latest version of the Oregon Department of Transportation (ODOT) Standard Specifications for Construction, Section 00745 – Hot Mixed Asphalt Concrete (HMAC).

C. Refer to the revised 1994 City of Springfield Standard Construction Specifications, Section 317 Permanent Traffic Control, with 1998 revisions and the Plans for pavement marking, striping and legend requirements.

1.3 Submittals

Job mix Certification from Lane County Materials Laboratory.

1.4 HMAC Mix Classifications

Where "Class C" mix is identified on the Plans and in the City of Springfield Standard Construction Specifications, it is understood to be Level 3, 1/2-Inch Dense HMAC, as defined in the ODOT Standard Specifications for Construction.

**E2. Products**

Replace the City of Springfield Standard Construction Specifications, Sub-Section 310.2.00 MATERIALS with the [ODOT Standard Specifications for Construction](#) Sub-Sections 00745.10 through 00745.30 as modified below.

**00745.10 Aggregate** - In the paragraph that begins "Provide and stockpile...", remove the words "and RAP aggregates".

Add the following paragraph:

Production crushing and stockpiling of aggregate for use in HMAC will be at the sole discretion of the CONTRACTOR in accordance to Section 00165 of the 2008 edition of the Oregon Standard Specifications for Construction.

**00745.10(a-1) Separated Sizes** – Delete the third sentence from the first paragraph.

**00745.10(a-2) Scalping** – Delete this subsection.

**00745.10(b-2) Separated Sizes** – Delete this subsection.

**00745.10(b-3) Grading** – Delete all but the first sentence of this subsection.

**00745.10(c-2) Separated Sizes** – Delete this subsection.

**00745.10(c-3) Grading** – Delete all but the first sentence of this subsection.

**00745.10(c-4) Combination of Fine Aggregate for Testing** – Delete this subsection.

**00745.10(f) Aggregate Production Quality Control** – Delete the second sentence.

**00745.10(g) Preproduced Aggregate** – Replace this subsection, except for the subsection number and title, with the following:

The material shall meet the requirements of 00745.10.

**00745.11(a) Asphalt Cement** – Add the following:

Use PG 70-22 grade asphalt for dense graded HMAC, or grade approved by ENGINEER. Use PG 64-22ER for open graded HMAC, or grade approved by ENGINEER.

In addition to the requirements in the ODOT Standard Specifications for Asphalt Materials, the PG 64-22ER grade for HMAC shall meet the following limit when tested according to AASHTO T 301 “Standard Method of Test for Elastic Recovery Test of Asphalt Materials by Means of Ductilometer”. The samples will be conditioned per AASHTO T 240 “Standard Method of Test for Effect of Heat and Air on a Moving Film of Asphalt (RTFOT) prior to testing per AASHTO T 301. The specified Temperature for section 3.3 of the AASHTO T 301 procedure shall be 77°F.

% Elastic Recovery – **50** minimum.

**00745.11(b) Asphalt Cement Additives** - Replace this subsection, except for the subsection number and title, with the following:

Use standard recognized asphalt cement additive products of known value for the intended purpose and approved for use on the basis of laboratory tests. Asphalt cement additives shall have no deleterious effect on the asphalt material and be completely miscible. Do not use silicones as an additive. Add the following asphalt cement additives when required by the JMF (Job Mix Formula):

Anti-stripping asphalt cement additives to prevent stripping or separation of asphalt coatings from aggregates to satisfy the TSR (Tensile Strength Ratio) specified in 00745.13.

Asphalt cement admixtures used to aid in the mixing or use of asphalt mixes or for experimental purposes.

**00745.13(a) Contractor Provided JMF** – Delete first paragraph and add the following:

A CMDT will prepare, sign and submit a JMF to the ENGINEER for each mixture according to ODOT Contractor Mix Design Guidelines for Asphalt Concrete. The ENGINEER will verify the performance characteristics of all CONTRACTOR provided JMF. Submit material samples for verification testing no later than March 1 of the calendar year of the anticipated use of HMAC mixture. Furnish representative samples of materials to be used in the JMF verification testing as follows:

<u>Materials</u>	<u>Amount</u>
New Coarse Aggregate	100 lbs *
New Fine Aggregate	100 lbs
Reclaimed Asphalt Concrete	45 lbs
Hydrated Lime	5 lbs
Mineral Filler	5 lbs
Asphalt Cement (without antistrip)	3 gal in 1-qt cans
Antistrip Additive	1 qt

\*If coarse or fine aggregate is in multiple stockpiles, divide the submittal evenly between stockpiles.

Verification testing will use Gyrotory compaction methods.

**00745.13(b) JMF Requirements** – Add the following:

A request for an adjustment to the JMF targets may be made to the ENGINEER by the CONTRACTOR's CAT-II. The requested change will be reviewed and documented by the ENGINEER. If acceptable, a revised JMF will be allowed. Clearly document the subplot test for which the adjusted targets are in effect.

Adjustments for gradation shall not exceed the tolerances specified below. Adjustments for AC content shall be within 0.5% of the original JMF, but shall not exceed the requirements of 00745.03. Regardless of these tolerances, the adjusted JMF shall be within the mixture specification control points of 00745.12. If a redesign of the mixture becomes necessary, submit a new JMF according to the requirements of the Specifications.

<u>Aggregate Passing</u> <u>Sieve Size</u>	<u>(%)</u> <u>From JMF</u>
No. 4	+/- 2
No. 8	+/- 1
No. 30	+/- 1
No. 200	+/- 0.5

Field adjustments will not be made unless the change produces material of equal or better quality. Adjustments beyond these limits will require development of a new JMF according to 00745.13(b). The adjusted JMF, plus or minus the allowed tolerances, shall be within the broadband limits specified in 00745.12(b).

**00745.13(c) Performance Test** – Delete this subsection.

**00745.14 Tolerances and Limits** - Replace the tolerance list with the following tolerance list:

<u>Gradation</u> <u>Constituent</u>	<u>Dense-Graded HMAC Type</u>				<u>Open-Graded HMAC Type</u>		
	<u>1"</u>	<u>3/4"</u>	<u>1/2"</u>	<u>3/8"</u>	<u>3/4"</u>	<u>1/2"</u>	<u>ATPB</u>
1 1/2"	JMF ± 5%*						
1"	90 - 100%	JMF ± 5%*			99 - 100%		99 - 100%
3/4"	JMF ± 5%	90 - 100%	JMF ± 5%*		85 - 96%	99 - 100%	85 - 95%
1/2"	JMF ± 5%	JMF ± 5%	90 - 100%	JMF ± 5%*	55 - 71%	90 - 98%	35 - 68%
3/8"***	-	-	-	90 - 100%	-	-	-
No. 4	JMF ± 5%	JMF ± 5%	JMF ± 5%	JMF ± 5%	JMF ± 5%	JMF ± 5%	JMF ± 5%
No. 8	JMF ± 4%	JMF ± 4%	JMF ± 4%	JMF ± 4%	JMF ± 4%	JMF ± 4%	JMF ± 4%

No. 16**	-	-	-	-	-	-	-
No. 30	JMF ± 4%	-					
No. 50**	-	-	-	-	-	-	-
No. 100**	-	-	-	-	-	-	-
No. 200	JMF ± 2.0%						

\* Maximum not to exceed 100%

\*\* Report percent passing sieve when no tolerance is listed

In the "Constituent of Mixture" table; Moisture content at time of discharge test, delete "WAQTC TM6" and replace with "AASHTO T329; or AASHTO T255, Microwave method".

**00745.16 HMAC Production QC/QA** – Delete subsections (a) and (b) in their entirety and add the following:

Quality control sampling and testing by the CONTRACTOR, as defined by the Standard Specifications, is suggested but not required. The CONTRACTOR is advised to perform sufficient testing to insure compliance to the material requirements.

**00745.16(c) Quality Assurance and Acceptance** – Replace this subsection, except for the subsection number and title, with the following:

The ENGINEER, according to Section 00165.40 and the following, will perform acceptance sampling and testing of HMAC:

**(1) Random Sampling** – Random sampling of HMAC shall be performed by Lane County according to the following:

**(a) Grade Samples** – A minimum of one grade sample from each lot or subplot after placing and before rolling. Samples will not be taken within 1 foot of the edge of the panel. Samples will be obtained according to AASHTO T168.

**(b) Plant Samples** – A minimum of one sample from each lot or subplot from the discharge of the paving plant mixer and before placing into a storage silo or hopper when:

- The nominal compacted thickness as shown on the typical section of the plans, for an entire pavement panel will be less than 1 1/2 inches.
- The paving panel being placed is less than 8 feet wide.
- Paving miscellaneous areas, such as driveways, approaches, guardrail flares, and areas of restricted width or limited length.
- Paving temporary surfacing or leveling courses.
- Paving open-graded mixtures.

**(c) Moisture Samples** – Moisture samples will be taken from the discharge of the paving plant mixer a minimum once each day, or as directed.

**(d) Partial Sublots** – Each day, at the end of the production shift, regardless of the project size, the quantity exceeding the 750-ton subplot increment by 250 ton, or less, shall be represented by the previous 750-ton subplot. If the quantity exceeds the 750-ton subplot increment by more than 250 ton, the quantity shall be considered an independent subplot.

**(2) Testing** – HMAC testing shall be performed by the ENGINEER according to the following:

**(a) Asphalt Cement Content** – Test according to “Asphalt Content by Ignition Method, Lane County Procedure” (a modified AASHTO T308). The test procedure is available from the Project Manager.

**(b) Aggregate Gradation** – Test according to AASHTO T27 test method.

**(c) Moisture Content** – Test according to AASHTO T255 test method, Microwave Method.

**(d) Compaction** – Acceptance testing for compaction will be according to Section 00745.49. For any failing subplot of pavement, the CONTRACTOR may request one new backup compaction test on the same day. New nuclear gauge tests will be obtained at new randomly selected sites. The average of these five new nuclear density tests will constitute the backup in-place density of the subplot. The higher of the original and backup test results will prevail.

The ENGINEER may test any area that appears defective in compaction and require further compaction or corrective action on any area that does not meet specifications.

**(e) Backup Testing** – If the gradation test result of the sieve analysis varies from the JMF by 1.5 times or more from the tolerance limits specified in 00745.14, a backup sample from the random grade sample will be tested. The test result, which yields the highest CPF for that subplot, will be used. If the original and backup test results yield the same CPF, the original test results will be used.

**(f) Minimum Pay Factor for Each Constituent** – Stop production when the pay factor for any constituent with a weighting factor greater than 1 falls below 0.75. Resume production when the ENGINEER accepts a plan for correction.

**00745.17 Small Quantity Acceptance** – Replace this subsection, except for the subsection number and title, with the following:

When the quantity of HMAC on a Project is less than 1,750 tons or less than three test results are obtained, the ENGINEER may accept the HMAC according to Section 00745.16(c) of these Special Provisions. The test results will be evaluated in accordance to 00745.95(a) of these Special Provisions.

**00745.17(b) Outside Specifications Limits** – Replace the first sentence with the following:  
If a subplot sample test result for any constituent is 1.5 times or more outside the specification limit, the ENGINEER will have the backup sample tested.

**00745.17(b-2) Backup Out of Specification** – Replace this subsection, except for the subsection number and title, with the following:

If the backup sample test results are out of specification, an adjustment will be calculated according to 00745.95(a-1). The test results that produce the lowest Cumulative Weighted Deviation will be used in the price adjustment calculation.

**00745.17(b-3) In Place Samples** – Delete this subsection:

**00745.24(a) Steel-Wheeled Rollers** - Replace this subsection with the following subsection:

**(a) Steel-Wheeled Rollers** - Provide steel-wheeled rollers with a minimum gross static weight as follows:

	<b>Level 1 and Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
Breakdown and Intermediate	8 ton	10 ton	12 ton
Finish	6 ton	8 ton	10 ton

### **E3. Execution**

Replace the City of Springfield Standard Construction Specifications, Sub-Section 310.3.00 CONSTRUCTION with the ODOT Standard Specifications for Construction Sub-Sections 00745.40 through 00745.93 as modified below.

**00745.40 Season and Temperature Limitations** In the table, for Surface Temperature of Dense Graded Mixes 2 inches to 2 1/2 inches, replace "50 °F" with 40 °F".

**00745.46 Control of Line and Grade** - Add the following paragraphs to the end of this subsection:

The CONTRACTOR shall establish references at reasonable intervals for line and grade control of placement operations for the following:

- Before placing each leveling lift.
- Before placing the top base course for new construction.

If grade controls are established, line and grade for the top base course of new construction and top leveling lift shall be within 1/2 inch of existing line and grade.

**00745.48(c) Placing** – Add the following:

The ENGINEER will establish leveling locations and paving needs.

Paving equipment used shall be sized appropriately for the size roads listed in the contract. Equipment that is either undersize or oversize for the intended work, which will not produce satisfactory workmanship, will be replaced with appropriately sized equipment.

Change the reference in the last paragraph from 00745.16(b-1) to 00745.13(b) of these Special Provisions.

**00745.49 Compaction, QC** – Add the following:

The QC program as described in this section of the Standard Specifications will not be used. The ENGINEER will perform acceptance compaction testing using procedures as modified or added in these Special Provisions. The CONTRACTOR is responsible to perform sufficient compaction testing to insure minimum compaction requirements have been attained.

**00745.49(b) Normal Pavement (Nominal Thickness 2 inch or Greater)** – Replace the subsection heading with the following:

**00745.49(b) Normal Pavement (Nominal Thickness 1 1/2 inch or Greater)**

**00745.49(b-1) General** - In the paragraph that begins "Compliance with the density...", replace the sentence that begins "Use the MAMD method..." with the following sentence:

Use the MAMD method of compaction measurement.

Replace the paragraph that begins "For Level 3 and Level 4..." with the following two paragraphs:

For Level 2, Level 3, and Level 4 mixes, construct a control strip at the beginning of work on each JMF on the project according to ODOT TM306. The purpose of the control strip is to determine the maximum density that can be achieved for the JMF, paving conditions, and equipment on the project. Additional control strips are necessary when there is a change in compaction equipment or when JMF targets are

adjusted according to 00745.16(b-1-a). The ENGINEER may waive the control strip for irregular areas or areas too small to establish a reasonable roller pattern.

Stop paving if three consecutive control strips fail to achieve the specified density. Take all actions necessary to resolve compaction problems. Do not resume paving until allowed by the ENGINEER.

Add the following to the third paragraph:

Pneumatic tired roller will be required on Level 2 HMAC, unless waived by the ENGINEER.

**00745.49(b-2) Random Testing** – Delete reference to “QC” in the first sentence.

**00745.49(b-2-a) Testing** – Add the following:

Sanding of test locations will not be required.

**00745.49(b-2-b) Core Correlations of Nuclear Gauge Readings** – Replace this subsection, except for the subsection number and title, with the following:

Core correlation of the nuclear gauge readings is not required. If core correlations are requested, and approved, determine the core correlation factors according to WAQTC TM8 and ODOT TM327. Cut the required cores and patch the core holes with dense graded HMAC.

The party requesting core correlations will pay the costs of coring and lab testing of cores. The costs of nuclear gauge testing performed by each party will be paid by each party.

**00745.49(b-3) Moving Average Maximum Density (MAMD) Method** - Replace the MAMD list with the following list:

<b>Course of Construction</b>	<b>HMAC</b>
First HMAC lift less than 3 inches placed on aggregate base	91.0 *
All other	92.0

\* If any part of the width of a lift at a station requires 91.0%, then the entire width of that lift at that station shall be 91.0%

Delete the last paragraph of this subsection.

**00745.49(b-4) Control Strip Method** - Delete this subsection.

**00745.49(b-5) Test Results** – Renumber this subsection to b-4, delete the sentence and replace with the following:

The ENGINEER will provide density test results to the CONTRACTOR by the middle of the following work shift.

**00745.49(c) Thin Pavement** – Replace this subsection, except for the subsection number and title, with the following:

Compaction to a specified density will not be required for leveling, patches, or where the nominal compacted thickness of a course of dense graded mixtures will be less than 1 ½ inches. Perform breakdown and intermediate rolling until the entire surface has been compacted by at least four coverages of the roller(s). Perform additional coverages, as directed, to obtain finish rolling of the HMAC. In areas where pre-leveling is greater than 1 ½ inches, the HMAC shall be compacted to a minimum of 91.0 of the JMF’s most recent Maximum Density result.

**00745.70 Pavement Smoothness** - Replace this subsection with the following subsection:

**00745.70 Pavement Smoothness** - Construct the pavement wearing surface of travel lanes to a profile that does not deviate from longitudinal and transverse smoothness more than the specified limits of 00745.73.

Perform smoothness testing under the supervision of the ENGINEER with equipment furnished and operated by the CONTRACTOR at the CONTRACTOR's expense. Complete all required smoothness testing no later than seven calendar days following final completion of all travel lane paving on the Project. The CONTRACTOR accepts the risk that the smoothness may be affected by exposure to traffic between the date the travel lanes are paved and the date the smoothness testing is completed. If the CONTRACTOR elects to perform smoothness measurements on a day other than the day the pavement is placed, additional traffic control required for smoothness measurement, and not required for other work, will be at the CONTRACTOR's expense.

Add the following subsection:

**00745.72 Smoothness Testing Equipment** - Furnish all equipment and supplies for determining smoothness.

**(a) Straightedge** - Provide one 12 foot straightedge.

**(b) Rolling Straightedge** – Provide one 12 foot rolling straightedge capable of measuring, on an exaggerated scale, deviations in the paved surface, at the center of the scale, to accuracy of 0.002 foot or less. If requested by the ENGINEER, the CONTRACTOR shall demonstrate the accuracy of the measuring device by setting the equipment up on a flat surface and passing the sensing mechanism over an item of known height. In all cases, the equipment shall be subject to acceptance by the ENGINEER.

Add the following subsection:

**00745.73 Smoothness Testing and Surface Tolerances** - Test according to the following:

**(a) General** - Test the base and wearing courses with a 12 foot straightedge and a 12 foot rolling straightedge as directed.

**(b) Base Course Surface Test:**

**(1) Transverse** - Test with the 12 foot straightedge perpendicular to the centerline, as directed. The pavement surface shall not vary by more than 0.02 foot.

**(2) Longitudinal** - Test with the 12 foot rolling straightedge parallel to the centerline, as directed. The pavement surface shall not vary by more than 0.02 foot.

**(c) Wearing Course Surface Test:**

**(1) Transverse** - Test with the 12 foot straightedge perpendicular to the centerline, as directed. The pavement surface shall not vary by more than 0.02 foot.

**(2) Longitudinal** – Test with the 12 foot rolling straightedge over the full width of travel lanes for the entire length of the project, or as directed by the ENGINEER. The pavement surface shall not vary by more than 0.015 foot.

**(3) Transverse Joints** - Test with the 12 foot straightedge parallel to the centerline, as directed. The pavement surface shall not vary by more than 0.02 foot.

**(d) Utility Appurtenances** - If the CONTRACTOR is required to construct or adjust utility appurtenances, such as manhole covers and valve boxes, the pavement surface shall not vary by more than 0.02 foot.

**(e) Shoulders and Paved Medians** - Test the base and wearing course with the 12 foot straightedge parallel to and perpendicular to the centerline for shoulders and paved medians. The pavement surface shall not vary by more than 0.02 foot.

**00745.75 Correction of Pavement Roughness** - Replace this subsection with the following subsection:

**00745.75 Correction of Pavement Roughness** - Should testing described in 00745.73 show the pavement does not conform to the prescribed limits of deviation, the following shall apply:

**(a) General** - The CONTRACTOR, under the supervision of the ENGINEER, is responsible for locating areas that require corrective work.

**(b) Base Course** - If the requirements of 00745.73(b) are not met, correct according to one of the following and retest.

**(1) Cold Plane Removal** - Profile with equipment meeting the requirements of Section 00620.20 to a maximum depth of 0.03 foot.

**(2) Grinder** - Profile with abrasive grinder(s), equipped with a cutting head comprised of multiple diamond blades to a maximum depth of 0.03 foot.

**(c) Wearing Course** - After the CONTRACTOR has located and staked all individual deviations exceeding 0.02 foot, the ENGINEER and the CONTRACTOR shall meet at a mutually agreed upon time and drive the Project together. Each deviation will be evaluated during the drivethrough to determine what corrective work will be required. Disagreements will be resolved by the ENGINEER.

Correct all individual deviations identified for corrective work during the drive-through and any transverse joint that exceeds the requirements of 00745.73(c-3) by one of the methods listed below to the specified limits.

**(1) Remove and Replace** - Remove and replace the wearing surface lift. Removal and replacement is required when in the opinion of the ENGINEER a durable long-term repair of the defect cannot be accomplished by conventional means.

**(2) Grind** - Profile with abrasive grinder(s) equipped with a cutting head comprised of multiple diamond blades to a maximum depth of 0.3 inch and apply an emulsion fog seal as directed.

Under the observation of the ENGINEER, retest each location requiring corrective work according to 00745.73 with a 12 foot rolling straightedge to verify that the deviation has been corrected to within the 0.02 foot tolerance. Perform all corrective work and surface tolerance testing at the CONTRACTOR's expense, including traffic control.

**(d) Utility Appurtenances** - If the requirements of 00745.73(d) are not met, the CONTRACTOR shall perform sawcutting, removal and readjustment of the utility appurtenance(s) to the required elevation(s) and/or perform other corrective measures to the satisfaction of the ENGINEER.

**(e) Time Limit** - Complete correction of all surface roughness within 14 calendar days following notification, unless otherwise directed.

**00745.80 Measurement** – Delete this section and add the following:

The accepted quantities of HMAC will be measured by the ton according to Section 00190. No separate measure will be made for the asphalt cement used in the asphalt concrete mixture. No deduction will be made for lime or any other additive used in the mixture.

The quantities of HMAC shown in the Schedule of Items were computed on the basis of aggregates having a Specific Gravity of 2.65. The provisions of 00140.20 and 00195.20 will apply.

**00745.90 Payment** - Add the following paragraph to the end of this subsection:

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

**00745.93 Other Items** – Add to the fifth bulleted item:

No payment will be made for anti-stripping additives required to supplement the JMF to attain minimum mixture performance characteristics. If anti-stripping additives are required by the contract, payment will be at the unit bid price included in the schedule of items.

A. A PRE-PAVING MEETING SHALL BE REQUIRED 48 HOURS PRIOR TO PAVING.

B. Trip tickets shall normally be given to the ENGINEER by the end of the day delivery is made, but in no event shall they be given to the ENGINEER later than 12 noon the following calendar day (Saturday, Sunday, and legal holidays excluded). Trip tickets will be considered as valid only when received by the ENGINEER in accordance with this special provision. All other requirements of the above referenced sub-sections shall apply.

C. GEOTEXTILE INSTALLATION – In the event that the City's wet weather construction standard is invoked on this project, refer to Standard Construction Specification 301.1.01 General, the use of geotextile fabric and an additional eight (8) inches of rock substructure will be required. Where specified, geotextile shall be woven and conform to Standard Construction Specification for Subgrade Geotextile. CONTRACTOR shall comply with Standard Construction Specification 308, Geotextile Installation. Payment shall be incidental to the pavement Bid Items.

D. After the final saw cut is made for the trench "Tee Cut" (see trench detail on Drawings), in areas where the remaining strip of existing asphalt is less than three feet in width, the remaining strip of existing asphalt shall be removed and replaced.

#### **E4. Striping**

All striping shall be completed with using City approved thermoplastic material. CONTRACTOR shall replace all striping removed or damaged through construction activities. See sections 00850 through 00867 of ODOT's 2008 Oregon Standard Specifications for Construction for more information.

Note: It is the CONTRACTOR's responsibility to verify all existing striping locations prior to construction.

END OF SECTION