



CITY OF SPRINGFIELD

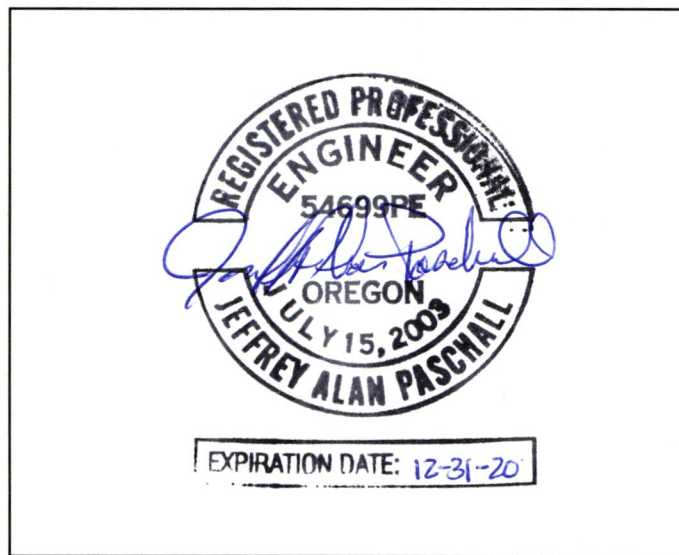
Special Provisions

for

P21158

Brooklyn Stormwater Facility

Engineer's Seal



Solicitation No. S2451

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

SECTION A – General Requirements

P21158 – Brooklyn Stormwater Facility

PLEASE NOTE: FOR ALL REQUEST FOR COMPETITIVE PRICE QUOTE PUBLIC IMPROVEMENT CONTRACTS NOT TO EXCEED \$100,000 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**

A1.1 Codes and Standards

All work shall be performed in accordance with the highest standard of practice in the industry and shall be furnished in conformance with all applicable codes, statutes or standards that apply to this work including, but not limited to, any applicable Federal, State or City of Springfield Codes, Standards and Ordinances.

A1.2 Applicable Standard Specifications

Division 100, General Requirements, of the 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon, including all revisions at date of Quote submittal, and Parts 00200 through 03000 of the 2018 Oregon Standard Specifications for Construction and Section 00447, Infiltration Basin/Stormwater Facility which is added to the Specifications, shall apply to this Request for Competitive Price Quote and the ensuing construction contract, except as may be modified herein. If any section of the 2018 Oregon Standard Specifications for Construction should refer to Section 00100 of the same, the Bidder will instead refer to the equivalent section in Division 100 of the 1994 Edition of the Standard Construction Specifications, including all revisions at date of Quote submittal. In the case of discrepancy, unless noted otherwise herein, the provision determined by the City to be more restrictive shall apply.

A1.3 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."

A1.4 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."

A1.5 Interpretation of Contract Documents

REPLACE SECTION 102.07 "INTERPRETATION OF CONTRACT DOCUMENTS" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"If it should appear to a Bidder that the work to be done, or matters relative thereto, is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder may make written inquiry regarding same to the Engineer at least 5 days before the scheduled closing time for filing Bids. Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of the work require no action by the Owner other than a response to the Bidder requesting the clarification. Clarifications which modify, change, increase, or decrease the scope of work, require issuance of an Addendum by the Owner for the interpretation to become effective. Such addenda will be mailed to all holders of the Contract Documents. Oral instruction or information concerning the Contract Documents or the project given out by officers, employees, or agents of the Owner to prospective Bidders shall not bind the Owner. "

INSERT IN ITS PLACE THE FOLLOWING:

"If it should appear to a Contractor that the work to be done is not sufficiently described or explained in the Request for Competitive Price Quote documents, or that Request for Competitive Price Quote documents are not definite and clear, the Contractor shall make written inquiry regarding same to the individual shown and in the manner instructed in the Request for Competitive Price Quote documents. Questions received will be evaluated and if, in the judgment of the City, the response does not alter or amend the requirements or scope of the Request for Competitive Price Quote, but merely clarifies existing information, the response will be entered on the Clarifications Log and posted to the City's website at <http://www.springfield-or.gov/dpw/CompetitiveQuotes.htm>. If, in the judgment of the City, additional information or interpretation is necessary, such information shall be supplied in the form of an addendum. Such addenda shall have the same binding effect as though contained in the main body of the Request for Competitive Price Quote documents. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City. "

A1.6 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 an accurate e-mail address 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.”

A1.7 Familiarity With Laws and Ordinances

REPLACE THE THIRD PARAGRAPH OF SECTION 102.09 “FAMILIARITY WITH LAWS AND ORDINANCES” OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

“In compliance with ORS 279.318 the Contractor is made aware that the following Federal, State, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of the City of Springfield contracts.

FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Department of the Army-Corp of Engineers
Coast Guard
Dept. of Health & Human Services
Dept. of Interior-of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Fish and Wildlife Service
Office of Surface Mining
Reclamation & Enforcement
Department of Labor
Occupational Safety & Health Administration
Mine Safety & Health Admin.
Department of Transportation
Federal Highway Admin.
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Dept. of Environmental Quality
Dept. of Fish & Wildlife
Dept. of Forestry
Dept. of Geology & Minerals
Dept. of Human Resources
Land Conservation and Development Bureau Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department

LOCAL AGENCIES

Common Council, City of Springfield
County Court, Lane County
Planning Commission, City of Springfield
Planning Commission, Lane County
Lane Regional Air Pollution Authority
Springfield Utility Board”

INSERT IN ITS PLACE THE FOLLOWING:

“In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of City of Springfield contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.

If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the City, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.

If the Contractor encounters a condition not referred to in the Request for Competitive Price Quote documents, not caused by the Contractor or any Subcontractor employed on the project and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the

Contractor shall immediately notify the City of the condition.

FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Department of the Army Corps of Engineers
Coast Guard
Department of Health and Human Services
Department of the of Interior
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Department of Commerce

Fish and Wildlife Service
Office of Surface Mining
Reclamation and Enforcement
Bureau of Reclamation
Department of Labor
Occupational Safety and Health Administration
Mine Safety and Health Admin
Department of Transportation
Federal Highway Administration
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Department of Environmental Quality
Department of Fish and Wildlife
Department of Forestry
Department of Geology and Minerals

Department of Human Resources
Land Conservation and Development Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department
Oregon Department of Transportation

LOCAL AGENCIES

City of Springfield
Planning Commission, City of Springfield
Springfield Development and Public Works
Metropolitan Wastewater Management Commission
City of Springfield Urban Renewal Districts -
Downtown and Glenwood
Springfield Utility Board

Lane County
Planning Commission, Lane County
Willamalane
Lane Regional Air Protection Authority
Lane Council of Governments
Rainbow Water District
Emerald People's Utility District"

A1.8 Award of Contract

REPLACE THE FIRST 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.414(2)."

A1.9 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."

A1.10 Protection of Property

ADD THE FOLLOWING TO THE END OF SECTION 105.11 "PROTECTION OF PROPERTY" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"The Contractor shall provide the Engineer with photographic documentation of pre-construction and post-construction conditions on all private properties affected by the Contractor's work. The Contractor shall provide digital photos of each area of work on private properties sufficient to document the conditions prior to the start of the Contractor's work and immediately after completion of the Contractor's work. All photos shall be submitted to the Engineer by line and street address in an organized manner on compact discs prior to the requesting that the final payment be made.

The Contractor shall obtain a written release from the property owner on the Homeowner Approval and Release Form confirming that the site restoration work is satisfactory to the property owner. The Contractor shall document that a minimum of two attempts were made to secure a release from each property owner by providing a list of property owners by address and indicating the dates and times of each attempt. This list and all signed Homeowner Approval and Release Forms shall be submitted to the Engineer prior to requesting that the final payment be made."

A1.11 Trade Names, Approved Equals or Substitutions

ADD THE FOLLOWING TO THE BEGINNING OF SECTION 107.06 "TRADE NAMES, APPROVED EQUALS OR SUBSTITUTIONS" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"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."

A1.12 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 carry a rating of A- or better with A. M. Best and must be approved by the City as to terms, conditions and form prior to beginning work. Certificates of insurance evidencing all policies and endorsements required by this Contract shall be delivered to the Owner prior to the commencement of any work. The Owner has the right to reject any certificate or endorsement for unacceptable coverage and/or companies.

Liability and Property Damage

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, 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 Additional Insured, Per Project Aggregate, Products and Completed Operations and Primary and Noncontributory endorsements. 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 Commercial General policy as respects to work or services performed under this Contract 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 formal Council 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. A 30-day notice of cancellation or material change in coverage clause shall be included.

The Contractor shall maintain in force for the duration of the Contract, to include the warranty period, an Automobile Liability insurance policy (owned, non-owned, and hired) with limits not less than \$1,000,000 per occurrence. The policy will be endorsed with Additional Insured and Primary and Noncontributory endorsements. 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 Automobile Liability policy as respects to work or services performed under this Contract 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." 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. A 30-day notice of cancellation or material change in coverage clause shall be included.

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

In the event Course of Construction/Installation Floater insurance is required by the City due to unique project specifications or the Contractor requests advance payment by the City for the purchase of materials pursuant to Section 109.07 of the City of Springfield Standard Construction Specifications, the Contractor shall provide Course of Construction/Installation Floater insurance in an amount equal to the value of the advance payment requested. The policy shall provide coverage for all risks and shall be approved by the City as to terms, conditions and form covering the replacement cost of the applicable materials prior to the release of payment. The policy shall name the City of Springfield as Loss Payee. The coverage shall be maintained in full force for the duration of this Contract. The City, at its option, may elect to obtain additional 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 Nathan Bell, Finance Director at nbell@springfield-or.gov with a copy to Terri White at twhite@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. _____
(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."

A1.13 Wage Rates

REPLACE THE FIRST 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."

A1.14 Contract Time

ADD THE FOLLOWING AT THE END OF THE SECOND PARAGRAPH OF 108.04 "CONTRACT TIME" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"This provision does not apply to the seasonal suspension of work pursuant to Subsection 108.05."

A1.15 Suspensions of Work

REPLACE SECTION 108.05 "SUSPENSIONS OF WORK" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:

"Suspension by Owner

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Owner for good and sufficient reason. In the event of such suspension, Owner shall, except in emergency, and except as hereinafter provided, give Contractor three days' notice and work shall be resumed within five days after notice has been given by Owner to Contractor to do so. Owner shall allow Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse him for necessary rental of unused equipment, services of watchpersons and other unavoidable expenses by reason of the suspension without fault of Contractor. Contractor shall not be entitled to damages, intangible or overhead costs or anticipated profits from such temporary suspension.

Suspension by Engineer

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer pursuant to Subsections 105.01 and 105.02 due to: (1) failure to correct unsafe conditions for working personnel, the general public or Owner's employees, (2) failure to carry out provisions of the Contract Documents, and (3) failure to carry out orders or directions, for such periods as the Engineer may deem necessary due to conditions considered unsuitable for the performance of the work or for any reason deemed to be in the public interest.

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer, for such periods as the Engineer may deem necessary, pursuant to Subsection 105.19 for failure to immediately correct defective and unacceptable work.

Suspension by Contractor

Suspending operations because of seasonal conditions or other unsuitable conditions pursuant to Subsection 108.06 shall require the concurrence of the Engineer.

Responsibility of Contractor

Voluntary or involuntary suspension or slowdown, with or without the approval of the Engineer, and suspension of work ordered by the Engineer will not be grounds for claims or damages, idle equipment or labor, or extra compensation. No allowance or compensation will be made on account of such suspensions of work except as provided hereinbefore and as provided in Subsection 108.06.

At the commencement of, and during any suspensions of work, the Contractor shall be responsible for the care of work performed and take every precaution to prevent any damage or deterioration of the work. The Contractor shall be responsible for work, including temporary protection devices to warn, safeguard, protect, guide and inform traffic during suspension, the same as though its performance had been continuous and without interferences.

The Contractor shall be responsible and bear all costs for providing suitable provisions for traffic control and for maintenance and protection of the work during suspension for cause. If the Contractor fails to provide for temporary traffic control and to maintain the work, the Engineer may immediately proceed to maintain the work. The cost of such maintenance shall be deducted from payments due or to become due to the Contractor.

Resumption of Work

In all cases of suspension, work will be resumed only upon written order of the Engineer or Owner."

INSERT IN ITS PLACE THE FOLLOWING:

"Temporary Suspension of Work by Owner/Engineer

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Owner/Engineer for good and sufficient reason. In the event of such suspension, Owner/Engineer shall, except in emergency, and except as hereinafter provided, give Contractor three days' notice and work shall be resumed within five days after notice has been given by Owner/Engineer to Contractor to do so. Owner/Engineer shall allow Contractor an extension of time for completion corresponding to the total period of temporary suspension, and shall reimburse him for necessary rental of unused equipment, services of watchpersons and other unavoidable expenses by reason of the suspension without fault of Contractor. Contractor shall not be entitled to damages, intangible or overhead costs or anticipated profits from such temporary suspension. This subsection does not apply to Seasonal Suspension of Work.

Seasonal Suspension of Work by Engineer

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer pursuant to Subsections 105.01 and 105.02 due to seasonal weather conditions determined, at the sole discretion of the Engineer, to be unsuitable for the performance of work. The day count will be suspended during this time. See "Responsibility of Contractor" subsection following for Contractor's responsibilities during the suspension period. Work shall not resume without written approval from the Engineer.

Suspension of Work by Engineer for Failure to Comply

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer pursuant to Subsections 105.01 and 105.02 due to: (1) failure to correct unsafe conditions for working personnel, the general public or Owner's employees, (2) failure to carry out provisions of the Contract Documents, and (3) failure to carry out orders or directions. Work shall be suspended for such periods as the Engineer may deem necessary due to conditions considered unsuitable for the performance of the work or for any reason deemed to be in the public interest.

Suspension of Work by Engineer for Failure to Correct Defective or Unacceptable Work

The Contractor shall immediately suspend work on the project wholly or in part as directed by the Engineer, for such periods as the Engineer may deem necessary, pursuant to Subsection 105.19 for failure to immediately correct defective and unacceptable work.

Suspension of Work by Contractor

Suspending operations because of seasonal conditions or other unsuitable conditions pursuant to Subsection 108.06 shall require the concurrence of the Engineer.

Responsibility of Contractor Under This Subsection

Voluntary or involuntary suspension or slowdown, with or without the approval of the Engineer/Owner, and suspension of work ordered by the Engineer/Owner will not be grounds for claims or damages, idle equipment or labor, or extra compensation. No allowance or compensation will be made on account of such suspensions of work except as provided hereinbefore and as provided in Subsection 108.06.

At the commencement of, and during any suspensions of work, the Contractor shall be responsible for the care of work performed and take every precaution to prevent any damage or

deterioration of the work. In the case of pipework, the Contractor shall provide necessary provisions to maintain sanitary sewer and storm water functionality on both the public and private sides. The Contractor shall be responsible for work, including temporary protection devices to warn, safeguard, protect, guide and inform traffic during suspension, the same as though its performance had been continuous and without interferences. The Contractor shall restore fencing or place temporary fencing, to include temporary security fencing, as needed to provide secure restraint for pets and to protect private property.

The Contractor shall be responsible and bear all costs for providing suitable provisions for traffic control and for maintenance and protection of the work during suspension for cause. If the Contractor fails to provide for temporary traffic control and to maintain the work, the Engineer may immediately proceed to maintain the work. The cost of such maintenance shall be deducted from payments due or to become due to the Contractor.

Resumption of Work

In all cases of suspension, work will be resumed only upon written order of the Engineer or Owner."

A1.16 Progress Payment

REPLACE THE SIXTH 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 20th 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 no later than the fourth Friday of the month 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."

A1.17 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.

A1.18 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.

END OF SECTION

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

SECTION B – Scope of Work

P21158 – Brooklyn Stormwater Facility

B1. GENERAL

B 1.1 Project Description

This project includes all aspects required for the construction of a fully operational infiltration basin, also referred to as “stormwater facility”, in the northwest corner of the Dari Mart parking lot in Springfield, OR. The work shall include, but is not limited to, the removal of existing material in an area 10 foot by 36 foot to a minimum depth of 6 foot, reaching the depth of native soil, approximately 2,160 cubic feet. The stormwater facility will be filled with a minimum of 1 foot of granular drain backfill material and a minimum of 18 inches of imported topsoil. The imported topsoil surface shall have a leveled center at least 2 feet in width. Plantings will consist of 360 rushes and sedges, 4 inches in size. The perimeter will be excavated to a 3:1 slope, spanning from the edge of the imported topsoil to the elevation of the existing parking lot. A layer of 3 inch open-graded crushed gravel, 6 inches thick, will be placed throughout the sloped perimeter. Boulders shall be placed along the outer edges of the sloped perimeter to provide deterrence from entering the stormwater facility, with object marker signs placed on the southwest corner of the perimeter to alert vehicular traffic.

B 1.2 Cooperation with Utilities

Contact SUB Electric Operations at 541-746-8451 at least 72 hours prior to any work or equipment encroaching within 20 feet of electrical lines.

Call Utility Notification Center prior to any digging or grading work 1-800-332-2344 (or 811), <http://www.callbeforeyoudig.org/>

Utility Contact Phone Number(s)

- | | |
|----------------------|--------------|
| 1. SUB Water | 541-501-0749 |
| 2. SUB Electrical | 541-746-8451 |
| 3. Comcast | 541-230-0079 |
| 4. CenturyLink | 541-484-7827 |
| 5. Northwest Natural | 541-520-5343 |

B 1.3 Construction Zone Work Hours

Unless otherwise directed by the Project Engineer, normal construction work zones with active project operations are to be conducted Monday through Friday. Work beyond the hours of 7:00 a.m. to 4:00 p.m. must be approved by City Engineer.

B 1.4 Record Drawings

Contractor shall maintain at the site one set of specifications, full size drawings, shop drawings, equipment drawings and supplemental drawings which shall be corrected as the work progresses to show all changes made. Drawings shall be available for inspection by the Project Engineer. Upon completion of the contract and prior to final payment, specifications and drawings shall be turned over to the Project Engineer.

B 1.5 Competent Person Designation

Contractor shall designate a qualified and experienced "competent person" at the site whose duties and responsibilities shall include enforcement of Oregon - OSHA regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs.

B 1.6 Vehicle Parking

The vehicles of the Contractor's and subcontractors' employees shall be parked in accordance with local parking ordinances.

B 1.7 Surveying

The City shall provide construction staking for the project. All requests for survey services shall require a 48 hour minimum notice.

B 1.8 Specifications

This project is being bid on a Lump Sum basis. As such, all references to Measurement and Payment methods included in the 2018 Oregon Standard Specifications for Construction are not applicable to this project.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the 2018 Oregon Standard Specifications for Construction.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the 2018 Oregon Standard Specifications for Construction modified as follows:

00225.00 Scope – Add the following to the end of this subsection:

An approved Temporary Traffic Control Plan is provided on Plan Sheet T1 and Oregon Standard Drawing TM841 and TM800.

00225.02 General Requirements

In the first sentence of the third paragraph that begins "Work may be suspended..." delete "00180.70" and replace it with "Section 108.05 of the 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon, including all revisions at date of Quote submittal."

00225.05 (b) Contractor Modified Traffic Control Plan

In the sentence that begins "If the Contractor requests to use a modified Agency TCP..." delete "according to 00150.35".

Add the following to the end of the subsection:

Modified Traffic Control Plans (TCP) shall be produced and stamped by a registered professional engineer licensed by the State of Oregon. All appropriate standards from the latest editions of the Manual of Uniform Traffic Control Devices (MUTCD) and ODOT's Oregon Temporary Traffic Control Handbook shall be incorporated in the proposed TCP. The TCP must be approved by the City's Traffic Engineer prior to implementation. Allow 5 working days before the pre-construction conference for the City's Traffic Engineer to review and return the drawings. Drawings which are not approved shall be corrected and resubmitted for review. Allow 5 working days for review each time the TCP is resubmitted

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Delete Section 00280 of the 2018 Oregon Standard Specifications for Construction in its entirety, except for the number and title, and replace it with the following:

00280.00 Scope

Erosion Control shall be constructed as shown in Erosion Control Plan Sheets Q1 and Q2 within the project plan set.

The Erosion Control Plan Sheets Q1 and Q2, meet City erosion and sediment control standards, therefore submission of an Erosion and Sediment Control Plan will not be required for this project. The Contractor shall utilize the information provided in plan sheets Q1 and Q2, the specifications, and as directed by the Engineer, to implement erosion control measures.

SECTION 00350 – GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the 2018 Oregon Standard Specifications for Construction.

SECTION 00447 – STORMWATER FACILITY

Section 00447 is not part of the 2018 Oregon Standard Specifications for Construction and is included by Special Provision.

00447.00 Scope

This work comprises the excavation and construction of a stormwater facility. The work shall include, but not be limited to:

- Removing an area 10 foot by 36 foot to a minimum 6 foot depth and reaching the depth of native soil, approximately 2,160 cubic feet of existing material.
- Properly dispose of excess excavated materials.
- Perform dewatering as needed to remove accumulated water and to keep the site free from standing water during construction.
- Filling basin bottom with 1 foot minimum of granular drain backfill material.
- Filling a minimum of 18 inches of imported topsoil over the granular drain backfill material.
- Planting 360 rushes and sedges 4 inches in size as specified in Plan Sheet L2, with a minimum spacing of 12 inch.
- Excavating perimeter around the imported topsoil, spanning from the edge of the imported topsoil to the existing parking lot elevation. Finished grade shall have a 3:1 slope with a 2 foot minimum flat bottom.
- Placing a layer of 3 inch open-graded crushed gravel, 6 inches thick, throughout the sloped perimeter.

- Placing boulders along the outer edges of the sloped perimeter per Plan Sheet L1. See Section 01040.50 for boulder specifications and sizes.
- Placing a post with two object marker signs on the southwest corner of the sloped perimeter.

00447.10 Construction

(a) Dewatering

Due to the potential for continued rain during the construction of this project dewatering will be required. The Contractor shall remove all water from the worksite prior to beginning and throughout the construction of the project. The Contractor shall dispose of all water offsite in the manner approved in the dewatering plan and without damage to any adjacent property or obstruction of traffic.

The Contractor shall be responsible for developing a dewatering plan and submitting it to the Project Engineer for review prior to the pre-construction meeting. The dewatering plan will be discussed at the pre-construction meeting and required changes to the plan will be determined at that time. Once approved the Contractor is responsible for implementing the dewatering plan.

(b) Site Preparation and Grading

The location of the stormwater facility shall be clearly marked before site work begins. The work area shall be fenced or covered to protect from damage or misuse during construction and to prevent soil compaction during construction. No vehicular traffic, material storage, or heavy equipment are allowed within the stormwater facility area after site clearing and grading have been completed, except as needed to excavate, grade, and construct the facility. No stormwater facility area shall be used for dumping or storing of concrete, building materials, or other rubbish.

(c) Imported Topsoil Placement, Compaction and Planting Requirements

Imported topsoil placement and planting shall occur in conditions that do not result in over compaction or erosion. Soil compaction shall be done in 12 inch lifts and compacted with a landscape (hand) roller so as not to decrease the permeability of the soil. Temperature, moisture levels, and handling can have a significant influence on the infiltration rate of the swale and on plant survivability. See Section 01040 for additional imported topsoil and planting requirements.

(d) Materials Removed

All excavated materials shall become the property of the Contractor and shall be removed from the site.

00447.20 Materials

Materials shall meet or exceed the specifications as provided below.

(a) Drainage Geotextile

Furnish Drainage Geotextile, Type 2

(b) Granular Drain Backfill Material

Granular Drain Backfill Material shall be $\frac{3}{4}$ inch open graded washed drain rock, either crushed or rounded.

(c) Plantings

The following plants are to be used for the stormwater facility:

- 120 4 inch Juncus Patens, Spreading Rush
- 120 4 inch Carex Obnupta, Slough Sedge
- 120 4 inch Juncus Effusus, Common Rush

SECTION 01040 – PLANTING

Delete Section 01040 of the 2018 Oregon Standard Specifications for Construction in its entirety, except for the number and title, and replace it with the following:

01040.01 Planting Work Plan

Within 20 calendar days of final execution of the contract, submit a Planting Work Plan (PWP) to the Project Engineer for approval. Include or describe the proposed methods and schedules as applicable for the following:

- Emergency contact person, including the name, telephone and pager numbers, and voice mail and/or email address information
- Work progress schedule
- Material submittals according to 01040.10
- Nursery Source Availability according to 01040.20(e)
- Contract Growing Plan according to 01040.20(g)
- Delivery of plant materials to site
- Plant installation according to 01040.30
- Plant Establishment Period according to 01040.40

Proceed according to the approved Planting Work Plan once written approval is received from the Project Engineer. If any part of the PWP becomes unworkable at any time during construction, notify the Project Engineer, then submit a revised plan. Do not proceed with the planting work until approved by the Project Engineer.

01040.10 Materials - General

Submit a list of project materials to the Project Engineer for approval before arranging for procurement of any materials. For materials not approved, submit a list of alternate materials for approval. Substitute materials may be allowed if proof of equivalent quality, suitable product specifications, manufacturer's literature and other detailed information is furnished to the Project Engineer. Materials installed without approval will be subject to removal and replacement with acceptable material at no additional cost to the City.

01040.14 Imported Topsoil

Imported topsoil shall be a sandy loam mixed with compost or a sand/soil/compost blend. It shall be roughly one-third compost by volume, free-draining, and support plant growth. The compost shall be derived from plant material. Animal waste is not allowed. Provide natural, fertile, friable imported topsoil, representative of local productive soil, and 90 percent free of clay lumps or other foreign matter larger than 2 inches in diameter, not frozen or muddy, with a pH 5.0 to 7.0, not less than 3 percent humus as determined by loss on ignition of moisture-free samples dried at 100 degrees C. Gravel portion (particles larger than 2 mm) shall not exceed 15 percent of total volume. Furnish imported topsoil free of quack grass, horsetail, other noxious vegetation and any seeds from Oregon Department of Agriculture listed noxious weeds. A 3-20-20 NPK (nitrogen, phosphorus, potassium) fertilizer blend shall be incorporated into the topsoil to promote root growth. Fertilizer shall be uniform in composition, dry, free-

flowing, and delivered in original, unopened moisture-proof containers bearing manufacturer's guaranteed analysis.

(a) Subsoil Preparation

Prepare subsoil to eliminate uneven areas of low spots. Maintain profiles and contours. Make changes in grade gradual. Blend slopes into level areas. Remove foreign materials, weeds and undesirable plants and their roots, stones, rock larger than 2 inches, and dirt clods.

Scarify subsoil to a depth of 6 inches where plants are to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading imported topsoil, has compacted subsoil. Verify subgrades allow for placement of imported topsoil and amendments to depths specified.

(b) Hauling and Spreading

Haul and spread material without compacting the imported topsoil or areas where it is to be placed. Place imported topsoil during dry weather and on dry unfrozen ground. Suspend imported topsoil placement if subsoil or imported topsoil becomes saturated. Do not work saturated soils in any manner. Remove stones and rocks larger than 2 inches. Remove roots, grass, weeds, debris, and foreign material until imported topsoil is free of said materials.

Smoothly spread the imported topsoil over the specified areas to the thickness, grades, and slopes specified. Material placed contrary to City instructions or in undesignated places will not be paid for and removal may be required at the discretion of the City.

(c) Finishing and Cleaning Up

Finish areas covered with imported topsoil to proper grade, contour and cross section. Cultivate all imported topsoil not in a loose and friable condition to a depth of at least 4 inches. Bring the surface to a condition ready for planting operations.

01040.15 Soil Conditioners - Commercially Manufactured Compost

Soil conditioners are for modifying soil structure and improving soil aeration characteristics, as distinguished from plant foods, mulch, and soil organism amendments. Furnish soil conditioners free of noxious weeds, living plants and rhizomes, and substances detrimental to plant life. Provide soil conditioners that are free of weeds seeds, excessive salts, chemicals detrimental to plant growth, and pest organisms.

Furnish only commercially manufactured fine compost material meeting the requirements of Section 03020.10.

Soil conditioners proposed for use are subject to testing at any time or place the City deems appropriate.

01040.20 Plants

(a) Nomenclature

Botanical identification and nomenclature of plant materials shall be according to the most current edition of "Hortus Third", by Bailey. Upon Contractor request the City will consider authorizing the use of other references such as the "Sunset Western Garden Book", the "Flora of the Pacific Northwest", by Hitchcock, or the "Manual of California Plants", by Jepson.

Furnish plants that conform to the applicable requirements of the current issue of the "American Standard for Nursery Stock", published by the American Association of Nurserymen. If a conflict exists between this publication and the specifications, the specifications will prevail.

(b) Quality

Provide plants that are healthy, first-class representatives of their species or variety, free from disease and insect pests, with top growth that is well developed and free of disfiguring knots, sun scalds, bark abrasions, wind or frost injury or any other objectionable features.

Furnish plants that are acclimated to the specific project environmental site conditions prior to planting. Furnish plants that possess top growth and root systems typical to their variety.

Protect plants at all times during handling, shipping, storage and planting against such detrimental effects as windburn, extreme weather conditions and drying of roots, root balls and foliage.

(c) Certification

Furnish a State inspection certificate and shipping certificate for each load or lot of plant material that includes the following information:

- Date of shipment
- Name of nursery where grown
- Name of plants, including all names as specified in the contract
- Number of plants
- Grade or classification of plants, verifying conformance with the specifications
- Size, including height, spread, runner length, caliper and other measurements as required
- Identify at least one plant, by botanical and common name, within each group of like species
- Identify one plant, by botanical and common name, within each different size category
- Identify specific origin of genetic stock

(d) Inspection

Plants will be subject to inspection by the City, at any time and place. The City will make no plant material inspection at the source, except as it may elect. Notify Project Engineer of each delivery of plants to the project site no less than 48 hours ahead of delivery. Do no planting until the plants have been inspected and approved for use. Any planting done without prior approval of the plants will be considered in violation of these specifications.

The presence of noxious weeds in the soil accompanying plants or at the nursery source will be cause for rejection of any or all plants from that source.

(e) Nursery Source – Availability

Provide a list of nursery sources for all specified plants to the Project Engineer within 20 calendar days after final execution of the contract. Verify, by this list, that all specified plant material has been located and will be available for use on the project. If applicable, see 01040.20(f) for substitution requirements.

(f) Plant Substitution

No substitution of plant materials will be allowed unless written evidence is submitted that a specified plant or material cannot be obtained and has been unobtainable since the execution of the contract. If

substitution is allowed, it will be by written approval from the Project Engineer for the nearest acceptable variety, size and grade. All substitutions must be on the Springfield Approved Vegetation List. Make any request for substitution in writing to the Project Engineer allowing 10 days for approval without delaying the work.

(g) Contract Growing Plan

Submit a Contract Growing Plan that describes plant material size at delivery, growth environment, name and location of nursery, and the source for each plant (native seed, indigenous cuttings, or commercially grown). Submit this required information as part of the PWP to the Project Engineer.

01040.25 Cultivated Planting Area

All planting areas shall be free of weeds before planting begins.

Cultivate placed imported topsoil to a depth of 18 inches. Add soil amendments and fertilizers as specified into the top 12 inches of imported topsoil.

Finish grades by raking to a grade tolerance of plus or minus 1 inch, with a smooth and firm condition, and an even grade that is free of undulations or low areas that could create standing water. Match existing grades at the perimeter. Finish to the proposed grades shown or specified.

01040.30 General Planting

Plant sedges and rushes using the following practices:

- Inspect plants after arrival at the project and before planting. Do not install plant materials until each required inspection by the City is complete. Replace plants not meeting the requirements of the specifications with plants as specified or otherwise directed, at no additional cost to the City. Initial approval of plant materials for planting by the City will not constitute final acceptance.
- Protect all plants during shipping, handling, storage, and planting from windburn or exposure to harmful weather conditions, and root drying.
- When excavating planting holes, stockpile excavated imported topsoil separately from subsoil. Do not include alkali soil, subsoil, gravel, debris or rocks in the imported topsoil. Dispose of any substandard excavated materials in a manner not harmful to plants or planting work. Scarify planting pit sides and bottoms to eliminate glazed surfaces. Dispose of excess soil in a manner that is not harmful to plants or planting work.
- Do not plant in standing water unless approved by the Project Engineer. If standing water is present within a plant pit, notify the Project Engineer prior to planting to determine what corrective measures are required.
- Set upright growing plants straight, plumb and level to the ground surface. Set all plants so that, after settlement, they are at the same level as when growing in the nursery or container.
- Place the soil then add soil amendments and fertilizers. Moisten soil completely after placing to eliminate air pockets and minimize settlement of the soil. Form a shallow (2 inch high) water-holding saucer in the soil around the plant unless directed otherwise.
- Perform any required pruning using good horticultural practice appropriate to the type of plant. Prune to remove all dead, damaged, crossed or rubbing twigs and branches, and to compensate for loss of roots during planting. Make cuts close to the parent stem, but not flush or through the bark "knob" at the branch joint.
- Do not disturb protected existing vegetation unless approved by the Project Engineer prior to construction.

01040.40 Plant Care and Success Criteria

There will be a Plant Establishment Period of one year from the date of Council acceptance of the completed project. During the plant establishment period plants shall be maintained in a vigorous growing condition by regularly doing the following:

- Watering and fertilizing sufficiently to promote growth
- Weeding, cultivating, pruning, and repairing
- Controlling weeds before they seed
- Controlling pests and noxious weeds before the reproductive cycle
- Removing dead or non-vigorous plants
- Replacing missing plants

The determination of a successful plant establishment period will be made at periodic plant establishment inspections. A successful planting establishment for each inspection is defined as follows:

- All plants are surviving and have vigorous growth
- Plants are free of insects and disease
- Plants show signs of continuing health
- Plants have not reached permanent wilting point

01040.50 Boulders

Boulders shall be clean, hard, durable basalt stones, with no broken fragments, in a range of natural colors. Provide boulders from a single source in the Willamette Valley. Provide color photo indicating sample of eight boulders of assorted colors, indicating the source of material. Provide boulders suitable for the application with an effective diameter/maximum length of 36 inches with a maximum height of 42 inches and a minimum weight of 350 pounds.

SECTION 02320 – GEOSYNTHETICS

Comply with Section 02320 of the 2018 Oregon Standard Specifications for Construction modified as follows:

02320.10 (c) Manufacturer's Test Certification

Delete the sentence that begins with "Furnish test result certificates..." and replace it with the following:

"Furnish test result certificates from the geosynthetic manufacturer in accordance with the requirements listed below and those outlined in 02310.10(c)(1) Geotextiles.

The Contractor shall furnish materials meeting specifications, along with all materials conformance and quality compliance documents.

Test Results Certificate

The certificate shall:

- Be from the manufacturer, verifying that the material furnished has been sampled and tested and the test results meet the specifications.
- Include, or be accompanied by, a copy of the specified test results (ODOT, AASHTO, ASTM, UL or other).

- Identify the testing agency and the representative responsible for the test results.
- Permit positive determination that material delivered to the project is the same material covered by the test results.
- Be delivered to the Project Engineer.

Quality Compliance Certificate

The certificate shall be from the manufacturer and shall:

- Verify that the material meets the specifications, and identify by number the specified test methods used, (ODOT, AASHTO, ASTM, UL, or other).
- Permit positive determination that material delivered to the project is the same material covered by the certificate.
- Be delivered to the Project Engineer or be an identification plate or mark, decal, sticker, label, or tag attached to the container or material."

02320.10 (c) (1) Geotextiles

Delete the third bullet that begins with "Minimum average roll values..." and replace it with the following:

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

02320.10 (e) Agency Check Tests

Delete the sentence that begins with "The Agency reserves the right to..." and replace it with the following:

"The City reserves the right to sample and test products for compliance with the requirements shown below.

Materials Conformance and Quality Compliance Documents

- For purposes of this section, "Materials Conformance Documents" means the Contractor's quality-control, the City's verification, and the independent assurance test results, and the identity of the testing facility, as specified in the ODOT Manual of Field Test Procedures (MFTP).
- For purposes of this section, "Quality Compliance Documents" means those documents specified in ODOT's Nonfield-Tested Materials Acceptance Guide."

In the sentence that begins with "When the Agency performs check tests..." delete "00150.25" and replace it with the following:

"the conditions shown below.

Acceptability of Materials and Work

The Contractor shall furnish materials and shall perform work in close conformance to the contract documents. If the Project Engineer determines that the materials furnished or the work performed are not in close conformance with the contract documents, the Project Engineer may:

- Reject the materials or work and order the Contractor, at the Contractor's expense, to remove, replace, or otherwise correct any non-conformity; or

- Accept the materials or work as suitable for the intended purpose, adjust the amount paid for applicable material or work to account for diminished cost to the Contractor or diminished value to the City, document the adjustment, and provide written documentation to the Contractor regarding the basis of the adjustment.

The Project Engineer's decisions concerning acceptability of materials or work will be final.

02320.11 Seam Testing and Acceptance (b) Field Seams

Delete subsection 02320.11(b) of the 2018 Oregon Standard Specifications for Construction in its entirety, except for the number and title, and replace it with the following:

"Field seams are not permitted."

02320.20 Geotextile Property Values

Delete Table 02320-1 in its entirety and replace it with the following:

Table 02320-1 Geotextile Property Values for Drainage Geotextile^{1,2}

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Type 2	
			Woven	Nonwoven
Grab Tensile Strength (minimum) and Cross Machine Directions	D4632	lb	250	160
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D4632	%	< 50	≥ 50
Tear Strength (minimum)	D4533	lb	90	56
Puncture Strength (minimum)	D6241	lb	495	310
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D4751	---	40	40
Permittivity (minimum)	D4491	sec ⁻¹	0.5	0.5
Ultraviolet Stability Retained (minimum)	D4355 (at 500 hours)	%	50	50

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed values shown in the table.
² Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.

Delete Tables 02320-2, 02320-3, 02320-4, 02320-5 and 02320-6 in their entirety.

SECTION 03020 – EROSION MATERIALS

Comply with Section 03020 of the 2018 Oregon Standard Specifications for Construction modified as follows:

03020.90 Acceptance

In the bullet which begins "Quality compliance certification..." delete "according to 00165.35" and replace it with the following:

"as specified below:

The Contractor shall furnish materials meeting specifications, along with all materials conformance and quality compliance documents.

Quality Compliance Certificate

The certificate shall be from the manufacturer and shall:

- Verify that the material meets the specifications, and identify by number the specified test methods used, (ODOT, AASHTO, ASTM, UL, or other).
- Permit positive determination that material delivered to the project is the same material covered by the certificate.
- Be delivered to the Project Engineer or be an identification plate or mark, decal, sticker, label, or tag attached to the container or material."

END OF SECTION