



City of Springfield  
Community Development Division

SPECIFICATIONS  
for

P21152

High Banks & Thurston Rd.

A **NON-MANDATORY** Pre-bid meeting will be held on March 8th, 2021, at 10:00 a.m., online through Teams Meeting. Instructions and the link to attend this meeting are provided in the Invitation to Bidders.

The deadline for submission of questions regarding this Invitation to Bid before Bid opening is March 12th at 5:00 p.m. as specified in Section 3.3 of the Instruction to Bidders.

Bids will be accepted at the Springfield Operations Division, 201 S. 18th St., Springfield, Oregon 97477, Attn: Jeff Paschall on March 18th, 2021. Bids will be accepted until, but no later than, 2:00 p.m.

**Please Take Note: All information required must be submitted as directed.**

The complete set of bid documents for this project consists of two sections, **Book 1: Invitation to Bid Documents** and **Book 2: Project Plan Set and Standard Drawings**. For your Bid to be considered responsive by the City of Springfield, you must include all documents in **Book 1: Invitation to Bid Documents** with your Bid. Additionally, any addendums or revisions must be acknowledged and submitted with your Bid. You are not required to submit **Book 2: Project Plan Set and Standard Drawings** as a part of your Bid.

A complete description of submittal requirements can be found in the Instruction to Bidders document, included in this request for Bid under the heading; **5. Bid**.

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CITY OF SPRINGFIELD, OREGON  
Invitation to Bidders

Public Works Improvement Project

Project No. P21152

Title: High Banks & Thurston Overlay

Description: Mill and pave High Banks Rd. (Hwy 126 to 58<sup>th</sup> Street), 58<sup>th</sup> Street (High Banks Rd. to roundabout), and Thurston Rd. (roundabout to 69<sup>th</sup> Street). Reconstruct in areas with cement stabilization and areas with concrete pavement repair. Replace curb ramps/truncated domes for ADA compliance, erosion control, installation of a small section of sidewalk and mountable curb on Thurston Rd. Installation of signs, temporary and permanent striping, and cleaning of identified existing signs.

A NON-MANDATORY Pre-bid meeting will be held on Monday, March 8<sup>th</sup>, 2021, at 10:00 a.m. The meeting will be held through Teams, instructions for attending this meeting are below.

All questions should be addressed to Amanda Clinton, Contract Analyst, at [aclinton@springfield-or.gov](mailto:aclinton@springfield-or.gov). The deadline for submission of questions regarding this Invitation to Bid is March 12<sup>th</sup>, 2021, at 5:00 p.m. Contact with any other City officials may be grounds for disqualification of bid.

You may join the meeting from your computer, tablet, or smartphone by clicking the link below. You may also dial into the meeting at the phone number below.

## Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 689-206-0340, 788128658#](tel:+16892060340788128658) United States, Orlando

Phone Conference ID: 788 128 658#

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Bid documents are available from the Department of Development and Public Works, City of Springfield, 225 Fifth Street, Springfield, OR 97477, for a non-refundable fee of \$35.00 and are available for viewing at this location. To view or purchase bid documents, contact Nancy Jenkins at 541-726-3670 to schedule an appointment. Bid documents may be purchased between the hours of 3:00 and 4:00 p.m. daily. Payment made in advance must be by credit card. Payment made at the time of pick up must be by check. Bid documents are also available online at <https://www.springfield-or.gov/city/development-public-works/invitations-to-bid/>.

Any bidder requiring special assistance or auxiliary aids during the bidding and award process should contact Amanda Clinton at [aclinton@springfield-or.gov](mailto:aclinton@springfield-or.gov) at least two (2) business days prior to the scheduled program, activity, or meeting for hearing assistance or a sign language interpreter and at least five (5) business days prior to the event for all other meeting accommodations. Assistive listening systems are available for the hearing impaired in the Municipal Courtrooms and City Council Chambers. TTY users dial Oregon Relay Services at 711. Requests for documents in alternate formats should be submitted at least ten (10) calendar days prior to the date the materials are needed to allow time for the City to respond to the request. At the discretion of the City, submission deadlines may be extended to accommodate a request for alternate formats.

This project is subject to the state prevailing rates of wage under ORS 279C.800 to 279C.870. In accordance with ORS 279C.365, the City will not consider a bid unless it contains a statement by the bidder that they will

comply with ORS 279C.838 through ORS 279C.870. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120.

All Contractors performing work on this project shall have a current, valid certificate of licensure issued by the Construction **Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.560**, as applicable, in place at the time the quote is presented.

The City of Springfield may reject any or all bids, not in compliance with all prescribed public bidding procedures **and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375**, or waive minor irregularities not affecting substantial rights and may reject for good cause any or all bids upon a finding of the City of Springfield it is in the public interest to do so and accept such bids that in the opinion of the Springfield City Council are in the best interest of the City.

The City of Springfield encourages contractors, sub-contractors, and vendors who are minority, woman-owned, and emerging small businesses to participate in City projects.

Sealed bids will be received at the City of Springfield Operations Division, 201 South 18th Street, Springfield, OR 97477 Attn: Jeff Paschall, City Engineer until, but no later than, 2:00 p.m. local time, the 18<sup>th</sup> of March 2021. A Teams meeting will be held thereafter; instructions for attending this meeting are below.

You may join the meeting from your computer, tablet, or smartphone by clicking the link below. You may also dial into the meeting at the phone number below.

## Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 689-206-0340,,960735021#](#) United States, Orlando

Phone Conference ID: 960 735 021#

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City of Springfield  
 225 Fifth Street  
 Springfield, OR 97477

## Bid Submittal

Project No. P21152  
 Project Title: High Banks and Thurston Overlay

### Bid Items:

Item No.	Description	Payment Specification Number	Approx. Quantity	Per	Unit Price	Total Price Extension
<b>Construction Bid Items</b>						
1	Mobilization	00210.90	1	LS		
2	Temporary Protection and Direction of Traffic	00225.90(a)(2)	1	LS		
3	Temporary Signs	00225.91	1,800	SQ FT		
4	Temporary Barricades, Type III	00225.92(a)	20	EACH		
5	Pedestrian Channelizing Devices	00225.92(p)	500	FOOT		
6	Temporary Plastic Drums	00225.93(c)	235	EACH		
7	Temporary Removable Tape	00225.93(g)	300	Foot		
8	Surface Mounted Tubular Markers	00225.93(a)	60	Each		
9	Temporary Striping	00225.93(j)	19,320	FOOT		
10	Sequential Arrow Signs	00225.96(a)	1	EACH		
11	Portable Changeable Message Signs	00225.96(b)	4	EACH		
12	Temporary Curb Ramp, Parallel	00225.97(a)	6	EACH		
13	Flaggers	00225.98(a)	2,500	HRS		
14	Erosion Control	00280.90(a)	1	LS		
15	Inlet Protection, Type 3	00280.90(q)	16	EACH		
16	Inlet Protection, Type 10	00280.90(q)	65	EACH		
17	Pollution Control Plan	00290.90	1	LS		
18	Construction Survey Work	00305.90	1	LS		
19	Removal of Structures and Obstructions	00310.91(a)	1	LS		
20	12 Inch Subgrade Stabilization	00331.90	50	SQ YD		
21	18 Inch ICTB Repair	00332.90	2,133	SQ YD		

22	Adjusting Boxes	00490.90(d)	47	EACH		
23	Major Adjustment of Manholes	00490.90(b)	17	EACH		
24	Minor Adjustment of Manholes	00490.90(a)	51	EACH		
25	Inlet Cover Replacements	00490.90(k)	3	EACH		
26	Work Around Shallow Pipes and Structures	00490.90(j)	2,700	SQ FT		
27	Cold Plane Pavement Removal, 1.5 Inches Deep	00620.90	602	SQ YD		
28	Cold Plane Pavement Removal, 2 Inches Deep	00620.90	8,510	SQ YD		
29	Cold Plane Pavement Removal, 3.5 Inches Deep	00620.90	15,430	SQ YD		
30	Cold Plane Pavement Removal, 4 Inches Deep	00620.90	5,920	SQ YD		
31	Cold Plane Pavement Removal, 5.5 Inches Deep	00620.90	16,144	SQ YD		
32	Cold Plane Pavement Removal, 8 Inches Deep	00620.90	5,187	SQ YD		
33	12 Inch In-Place Cement Treated Base	00643.90(a)	21,330	SQ YD		
34	Cementitious Materials	00643.90(b)	820	TON		
35	SSD Sand	00643.90(c)	820	TON		
36	Emulsified Asphalt for Tack Coat	00730.90	28	TON		
37	Level 2, 1/2 Inch ACP Mixture	00744.90	7,220	TON		
38	Level 3, 1/2 Inch ACP Mixture	00744.90	6,581	TON		
39	24.5 Inch Asphalt Concrete Pavement Repair	00748.90	256	SQ YD		
40	26.5 Inch Asphalt Concrete Pavement Repair	00748.90	121	SQ YD		
41	Extra for Asphalt Approaches	00749.91(a)	28	EACH		
42	Concrete Curbs, Curb and Gutter	00759.90(a)	36	FOOT		
43	Concrete Curbs, Low Profile Mountable Curb	00759.90(a)	25	FOOT		
44	Concrete Walks	00759.90(e)	1,300	SQ FT		
45	Retrofit Concrete Sidewalk Ramps	00759.90(m)	57	EACH		
46	Truncated Domes on New Surfaces	00759.90(o)	130	EACH		
47	Truncated Domes on Existing Surfaces	00759.90(p)	6	EACH		
48	Mono-Directional White Type 1AR Markers	00855.90(a)	10	EACH		
49	Bi-Directional Yellow Type 1AR Markers	00855.90(d)	400	EACH		
50	Longitudinal Pavement Markings - Paint	00860.90	85,000	FOOT		
51	Thermoplastic, Extruded or Sprayed, Surface, Non-Profiled	00865.90(j)	1,500	FOOT		
52	Pavement Legend, Type B: Arrows	00867.90(a)	12	EACH		

53	Pavement Legend, Type B: "SCHOOL"	00867.90(c)	2	EACH		
54	Pavement Legend, Type B: "X-ING"	00867.90(f)	2	EACH		
55	Pavement Legend, Type B-HS: Bicycle Lane Stencil	00867.90(m)	45	EACH		
56	Pavement Bar, Type B	00867.90(r)	1,170	SQ FT		
57	Pavement Bar, Type B-HS	00867.90(r)	2,240	SQ FT		
58	Crosswalk Closure Supports	00902.90	3	EACH		
59	Remove Existing Signs	00905.90(a)	1	LS		
60	Sign Support Footings	00920.90	1	LS		
61	Pipe Sign Supports	00930.90(p)	1	LS		
62	Signs, Standard Sheeting, Sheet Aluminum	00940.90(a)	490	SQ FT		
63	Sign Maintenance	00940.90(g)	1	LS		
64	Permanent Seeding	01030.90(d)	0.5	ACRE		
65	Bark Mulch	01040.90(f)(a)	10	CU YD		
66	Topsoil	01040.90(b)	150	CU YD		
67	Moving Existing Hydrants	01160.90(c)	1	EACH		
Project Bid Item Total:					\$	

## Terms, Declarations and Bid Submittal

### **Bidder's Understanding**

Bidders shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Contract documents, and by such other means they may deem to be necessary. It is understood and agreed that in the event the City has obtained information from data at hand regarding underground or other conditions or obstructions depicted in the Contract documents, there is no expressed or implied agreement that such conditions are fully or correctly shown, and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

The Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of the work.

### **Bid**

The undersigned Bidder having examined the Specifications and Contractual Documents and having satisfied themselves as to all conditions to be encountered, hereby proposes to furnish all labor, material and equipment and perform all work necessary to complete Project No P21152 in accordance with this Bid, the Contract Plans, Section 100 of the City of Springfield Standard Construction Specifications, 1994 Edition and all subsequent modifications, Parts 00200 through 03000 of the 2018 Oregon Standard Specifications for Construction, the Special Provisions, and all other Contractual Documents at the prices and on the terms herein contained.

The unit price Bids are submitted with the understanding that the quantities stated are approximate and are given only as the basis of calculation for comparison of Bids and determining that the unit prices are balanced and that final payment for all unit price items will be based on actual quantities.

It is understood that in the instance of a discrepancy between the unit price and the extension (total price extension) the unit price shall govern. The extension shall be determined by multiplying the unit price by the number of units (approximate quantity).

#### Bid Guarantee

As required by ORS 279C.365(5) each Bid shall be accompanied by a Bid Bond, cash, or a certified or **cashier's check written upon a bank in good standing** and in a form acceptable to the City, payable to the Finance Director of the City of Springfield, Oregon, in an amount equal to at least 10 percent of the total amount of the Bid. Bid Bonds shall be issued by a surety company registered to issue bonds in the State of Oregon, and utilizing a bond form acceptable to the City. The City will accept AIA Document A310-2010. The Bid Bond may not be altered.

Such Bid Guarantee shall be forfeited and become the property of the City in case the Bidder shall fail or neglect to furnish a satisfactory Performance and/or Payment Bond issued by a viable bond company acceptable to the City as required by ORS 279C.380 and to execute the Contract within ten (10) days (Saturday, Sunday, and holidays excepted) after receiving Contract from the City for execution. For information regarding Performance and Payment Bond requirements see City of Springfield Contract document, Section 5. City Bonding.

#### Bid Acceptance Period

This Bid will remain subject to acceptance for a period of 60 days after the bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of the City.

#### Contract Award

Bids will be accepted and awarded in accordance with Oregon Public Contracting Law and Section 103.01 of **the City's most recent version of the Standard Construction Specifications.**

Prior to awarding the Contract, the City may, at its sole discretion, require Contractors and/or Subcontractors to demonstrate to **the City's satisfaction that they have a complete and clear understanding of all** requirements of the Prevailing Wage Rate Laws contained in ORS 279C.800 through 279C.870 and possess the expertise necessary for fulfilling their obligations pertaining to these requirements throughout the administration of the Contract. In determining competency, the City may consider Certified Payroll Reports submitted by the Contractor and/or Subcontractor for projects previously performed for the City, copies of Certified Payroll Reports submitted to other public entities, references from other public entities attesting to **the Contractor's expertise, or an interview with the Contractor regarding their personnel resources and** expertise or their ability to obtain the resources and expertise necessary to meet all contractual responsibilities in accordance with ORS 279C.375.

#### Time is of the Essence

**Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's** performance of the work may inconvenience the public, interfere with business and commerce, and increase cost to the City. It is essential and in the public interest that the Contractor prosecute the work vigorously to Contract completion. The City does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time of Completion shown below, or as adjusted by Contract Change Order, has expired.

#### Liquidated Damages

The City of Springfield and the Contractor agree that; (a) the amounts so fixed are reasonable forecasts of just compensation for the harm that is caused by the breach; (b) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (c) the amount so fixed is not fixed as a penalty to coerce performance of the Contract but is rather intended to be a genuine pre-estimation of injury to the City of Springfield in lieu of performance within the contract time by the Contractor.



a. Delay

It is agreed by the City of Springfield and by the Contractor that the need exists for a damage provision in the event the Contractor fails to complete the work within the Contract time specified, or any extension thereof, by the City of Springfield. The City of Springfield and the Contractor further agree that the Contractor shall be liable to the City of Springfield for fixed, agreed and liquidated damages for each and every calendar day of delay in the amount of \$500.00 per day in accordance with Subsection 108.07 of the Standard Construction Specifications.

b. Failure to Report Spills

The Contractor also agrees to liquidated damages in the amount of \$500.00 per incident for failure to report sewage spills plus an amount sufficient to reimburse the City for any civil and administrative **penalties paid by the City as a result of the contractor's failure to report. Failure to report sewage spills** may subject the City to (1) civil penalties of up to \$32,500.00 per day of violation pursuant to Section 309(d) of the Clean Water Act, 33 U.S.C. § 1319(d); (2) administrative penalties of up to \$11,000.00 per day for each violation, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g); or (3) civil action in federal court for injunctive relief pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

Contract Time of Completion

The Contractor shall not begin work under this Bid until written Notice to Proceed has been received and a pre-construction meeting has been held. The Contractor shall complete the work under this Bid **within 215 consecutive calendar days** from the date of actual commencement of work or the date occurring ten days after the date of the Notice to Proceed, whichever occurs first, or such other starting date as is fixed by the Notice to Proceed.

The Contractor shall complete all Work located **between Sta. "T" 523+00 and Sta. "T" 532+00** (Thurston Middle School entrance) no later than August 31, 2021.

The Contractor shall apply for any extensions of time as specified in Subsection 108.06 of the Standard Construction Specifications.

Certifications

The undersigned hereby certifies that:

- 1.) If awarded the Contract, that they shall fully comply with all provisions regarding the prevailing wage rates as required by ORS 279C.800 to 279C.870 and/or 40 U.S.C. 2762 as applicable.
- 2.) The Contractor, Subcontractor, suppliers of materials or services, and others engaged by the Contractors, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the City of Springfield and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.
- 3.) 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 comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 4.) In conformance with OAR 137-049-0440(3) and ORS 279A.110(4) the Contractor has not, and will not, discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.
- 5.) In accordance with ORS 279C.505, the Contractor will;
  - a.) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract.

- b.) Promptly pay all contributions or amounts due the State Industrial Accident Fund, or private carrier of accident insurance, from such Contractor or Subcontractor incurred in the performance of the Contract. If a private carrier is used, the Contractor shall notify the Engineer as to the carrier's name and address before commencement of work.
  - c.) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - d.) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
  - e.) Have an employee drug testing program in place at the time of signing the contract and will maintain such drug testing program in place over the life of the Contract. Upon request, the Contractor shall furnish a copy of the employee drug testing program to the City.
- 6.) In accordance with ORS 279C.510, If demolition is involved, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective as required by ORS 279C.510(1). If lawn or landscaping maintenance is involved, the Contractor shall compost or mulch yard waste in an approved site, if feasible and cost-effective as required by ORS 279C.510(2).
- 7.) In accordance with ORS 279C.520, no person will be employed by the Contractor or Subcontractor for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and one-half the regular rate of pay for all times worked in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on a Saturday, Sunday and on any legal holiday specified in ORS 279C.540.
- 8.) In compliance with ORS 279C.525, the Contractor has received and reviewed Federal, State and local agencies that may have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of this Contract as identified under Section 13 of the Contract. Accordingly, if the Contractor is delayed or must undertake additional work by reason of ordinances, rules, or regulations relating to the prevention of environmental pollution and the protection of natural resources subsequent to the date of submission or the successful quote, the City may:
- a.) Terminate the Contract,
  - b.) Complete the work itself,
  - c.) Use non-owner forces already under contract with the City of Springfield,
  - d.) Solicit bids for a new contractor to provide the necessary services under competitive bid requirements 279C,
  - e.) Issue the Contractor a change-order setting forth additional work that must be undertaken.
- 9.) In accordance with ORS 279C.530, the Contractor will;
- a.) Promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor:
    1. May or shall have deducted from the wages of his employees for such services pursuant to the terms of Oregon Revised Statutes and any contract entered in pursuant thereto; or
    2. Collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service; and

3. All employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall ensure that each of its Subcontractors complies with these requirements.
- 10.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the *List of Contractors Ineligible to Receive Public Works Contracts*, as established by the Bureau of Labor and Industries, will perform work under this Contract, as specified in ORS 279C.860.
- 11.) No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on **the Construction Contractor's Board Not Qualified to Hold Public Contracts** list, will perform work under this Contract, as specified in ORS 701.227(4).
- 12.) The Contractor performing work on this project shall have a current, valid certificate of licensure issued **by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.560** as applicable in place at the time the quote is presented.
- 13.) Prior to performing any work under the Contract all Subcontractors shall have a current, valid certificate **of licensure issued by the Construction Contractor's Board in accordance with ORS 701 and, if performing work described in ORS 671.520, a current, valid certificate of licensure from the State Landscape Contractor's Board in accordance with ORS 671.520 as applicable.**
- 14.) In compliance with ORS 279C.836, the Contractor shall confirm that all Subcontractors have a valid public works bond on file with the Construction Contractors Board prior to allowing them to perform any work under the Contract.
- 15.) If the Contract specifies that the project includes Asbestos Abatement, the Contractor and all Subcontractors performing work on the project shall be licensed in accordance with ORS 467A.720 prior to performing any work on the project. Certification of compliance shall be presented to the City upon request.
- 16.) The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the City of Springfield for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract.
- 17.) The Contractor and all Subcontractors shall comply with all applicable provisions of the Americans With Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

Bid Addenda

All Addenda issued are considered to be part of the specifications of the Invitation to Bid and, as such, are as incorporated into the Contract as specified in Section 104.02 of the Standard Construction Specifications.

By signing below, I acknowledge the receipt of the following Addenda documents and certify that the specifications contained in each have been considered and incorporated into the Bid as presented. All Addenda must be included with the Bid submitted.

Addenda Number	Addenda Date

Declarations

As required by ORS 305.385(6), under penalty of perjury, by signing below the Contractor represents that, to the best of their knowledge, neither they nor any applicable Subcontractors performing work under the Contract are in violation of any tax laws as described in ORS 305.380(4) and have complied with the tax laws of this state or a political subdivision thereof including, but not limited to, ORS 305.620 and ORS Chapters 316, 317 and 318. The Contractor shall also covenant to continue to comply with the tax laws of this state or **a political subdivision thereof during the term of the Contract and that Contractor's failure to comply with** such laws prior to execution of the Contract or during the term thereof is a default for which the City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

The undersigned Bidder declares that the only persons or parties interested in the Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this project.

I have read, fully understand, and agree that as Bidder I, and all Subcontractors, will comply with all of the terms and conditions of the contract for which this Bid is presented. By signing below I attest that I am an officer or a duly authorized representative of the business listed below and that I possess the legal authority to submit this Bid for consideration.

If the Bid is submitted by a joint venture and is in the name of the joint venture, by signing below I certify that all parties have examined this Bid, including all requirements and the Contract terms and conditions and, if successful, the joint venture shall execute a Contract which incorporates the stated requirements, terms and conditions.

**Bidder's Signature** \_\_\_\_\_

**Bidder's Name** *(Please Print)* \_\_\_\_\_

Title \_\_\_\_\_

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

Business Address \_\_\_\_\_

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

Phone Number \_\_\_\_\_ Cell Phone \_\_\_\_\_

Date \_\_\_\_\_ E-mail Address \_\_\_\_\_



# CITY OF SPRINGFIELD

## INSTRUCTION TO BIDDERS

State and Local Funding Sources

### 1. Contracting Law

The Bidder is presumed to be familiar with all federal, state, and local laws, ordinances and regulations, orders and decrees which affect those engaged or employed in the work, materials, or equipment used in the proposed construction or which may affect the conduct of the work. If the Bidder or Contractor shall discover any provision in the Contract Documents which is contrary to or inconsistent with any law, ordinance, or regulation, he/she shall immediately report it to the Owner in writing.

The Contractor, Subcontractor, suppliers of materials or services, and others engaged by the contractors, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the City of Springfield and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.

### 2. Prequalification

There is no prequalification application to this Contract. Bidders unfamiliar to the City and who are not currently pre-qualified with ODOT or the City, may be required to prove to the City that they have the adequate resources, experience and equipment to complete the work. In this regard, please thoroughly review and comply with the requirements of Section 5.5 References.

### 3. Contract Documents

#### 3.1 Plans and Specifications

Plans, Specifications and any additional information relative to this project which are on file in the City **Engineer's Office shall be made available there for inspection by prospective Bidders.**

#### 3.2 Examination of Contract Documents and Site of Work

Bidders shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Contract Documents, and by such other means. It is understood and agreed that the City has obtained information regarding underground or other conditions or obstructions depicted in the Contract Documents from data at hand. There is no expressed or implied agreement that such conditions are fully or correctly shown, and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

#### 3.3 Interpretation of Contract Documents

If it should appear to a Bidder that the work to be done is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder shall make written inquiry regarding same to the individual shown, in the manner instructed and within the timeframe indicated in the Invitation to Bid advertisement. 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 Invitation to Bid, but merely clarifies existing information, the response will be entered on the Clarifications Log and posted to the project webpage as shown in the Invitation to Bid. If, in the judgment of the City, additional information or interpretation is necessary, such information shall be supplied in the form of an addendum

to all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Bid Meeting and provided an accurate e-mail address on the sign-in sheet. Such addenda shall have the same binding effect as though contained in the main body of the Contract 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.

### 3.4 Addenda to Contract Documents

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 filing the Bids shall be binding upon the Bidder. **Addenda will be posted to the City's website at <https://www.springfield-or.gov/city/development-public-works/construction-projects/invitations-to-bid/>.** The Contractor should check the website frequently for new postings during the open bid period. The City shall make a reasonable effort to notify all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Bid 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.

### 4. Estimate of Listed Quantities

The estimate of quantities of work to be done under unit price bids is approximate and is given only as the basis of calculation for comparison of Bids and award of the Contract. The Owner does not agree that the actual amount of work will correspond precisely to the amount as shown or estimated. Payment will be made at unit prices under a Contract only for work actually performed or materials actually furnished according to actual measurements.

The Owner reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the Contract, nor shall such change invalidate any of the provisions thereof.

### 5. Bid

#### 5.1 Submittal and Form of Bid

ALL BID DOCUMENTS, EXCEPT PLANS, MUST BE RETURNED WITH THE BID. This includes all documents contained in Book 1: Invitation to Bid Documents, whether they require the completion of information or not, and any addendum that may be issued pertaining to the bid in question. You are not required to submit Book 2: Project Plan Set and Standard Drawings as a part of your Bid.

The Bid Submittal, Bid Bond, Certified Check, or Cashier's Check shall be enclosed in a sealed and labeled envelope. The outside of the envelope shall plainly identify: (1) The project name and project number and (2) The Bid opening date. All Bids must be clearly and distinctly typed or written with ink or indelible pencil. Unless otherwise specified, Bidders shall bid on all Bid items, and must include in their Bid prices the entire cost of each item of work set forth in the Bid.

Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required in a Bid embracing alternate Bids. If, in the opinion of the City, the items or prices in any Bid appear unbalanced, incomplete, or fail to comply with all the terms required, the Bid may be rejected.

Sealed Bids will be received at the location and in the manner specified in the Invitation to Bid for the subject project.

All Bids shall be on the form furnished by the City, 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. The

only exceptions to this requirement are the Performance Bond, Payment Bond and the Contract documents which are provided here as a reference. However, if you are awarded the Bid, you will be required to submit fully executed copies of these documents upon request.

#### 5.2 First Tier Subcontractor Statement

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). If the total Bid price for the contract exceeds \$100,000, the Bidder shall submit on the form provided (within two working hours of the date and time of when the bids are due), a list of all first-tier subcontractors (those entities that would be contracting directly with the prime Contractor) which will be furnishing labor or material on the Contract whose subcontract value would be equal to or greater than 5 percent of the total Bid price, but at least \$15,000. Also, any Subcontractor with a subcontract value greater than \$350,000, regardless of the percentage of the total Bid price, must be listed. The following information must be listed: a) The Subcontractor's name and address, b) The Subcontractor's Construction Contractor Board registration number, if one is required, and c) The subcontract dollar value. If no subcontractors are being used that **are subject to the above disclosure requirements, the Bidder is required to indicate "None" on the accompanying form.** The form may be submitted with the Bid or may be submitted separately in a separate envelope from the Bid within two hours after the bid opening. The envelope containing the form **should be marked "Subcontractor Disclosure Form Submitted for Project PXXXXX" and should also be marked with the name of the Bidder.**

#### 5.3 Withdrawal, Modification, or Alteration of Bid

A Bid may be withdrawn on written or telegraphic request of the Bidder prior to the scheduled closing time for filing Bids. No Bidder may withdraw its Bid or any portion thereof after the time set for the opening of Bids until a Contract has been awarded and executed or until sixty (60) days have elapsed since the Bid opening. Negligence on the part of the Bidder in preparing its Bid confers no right to withdraw its Bid after the scheduled closing time for filing Bids.

Prior to the scheduled closing time for filing Bids, changes may be made provided the changes are initialed by the Bidder or its Agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the City will prevail.

#### 5.4 Late Bids

Bids received after the scheduled closing time for filing Bids as set forth in the Invitation to Bidders will be rejected and returned unopened to the Bidder unless such closing time is extended by the City.

#### 5.5 References

In order to comply with the requirements of ORS279C.375 regarding the determination of bidder responsibility, completion of the *Financial Responsibility Form* included in the Invitation to Bid documents must be completed in full. The City will use the information provided to ascertain the financial responsibility of the bidder as it pertains to the specific criteria to be considered prior to award of a public works contract.

The City reserves the right to investigate the references, financial capacity, credit history and past performance of any Bidder, including service(s) provided to City of Springfield, with respect to their successful performance on other projects; compliance with specifications and contractual obligations; expertise regarding the completion and submission of Certified Payroll Reports; completion or delivery of a project on schedule and within budget; and its lawful payment of suppliers, subcontractors and workers. The City reserves the right to use any information or reference that may be discovered in evaluating any bid. The City reserves the right to find a bid to be nonresponsive for failure or refusal of bidder to provide all information in a timely manner, as requested. The City may postpone issuance of a Notice of Intent to Award in order to complete its investigation. The City reserves the right to reject any bid at any time prior

to the **City's execution of a Contract in the event** reference checks prove unsatisfactory. The **City's investigation may include Bidder's** previous business entities of the principals involved. If more than one Bidder is involved the City may investigate each entity. In the event that the City requests information from the Bidder the completeness of the information submitted, its veracity and the extent to which it has been independently verified will impact the **City's decision**.

#### 5.6 Bid Ownership

All material submitted by the Contractor shall be considered the property of the City, and as such, shall not be returned to the Contractor after the deadline for submission of the bid in question has passed. After opening, all bids will become part of the public record unless exempt under Oregon Public Records Law, see ORS 192.501, ORS 192.502 and ORS 279C.340.

#### 5.7 Rejection of Bids

The City reserves the right to reject any or all Bids in whole, or in part, or to waive irregularities not affecting substantial rights.

General or evasive replies will be considered grounds for rejection of the Bid as incomplete. The successful Bidder may be required to appear before the City Council and submit satisfactory evidence that he or she has the necessary capital and is qualified and prepared to prosecute the work to the full satisfaction of the Engineer.

The City also reserves the right to reject any Bid which is 10 percent greater or 20 percent less than the **Engineer's estimate or any Bid which** contains item bids which vary more than 30 percent plus or minus **from the Engineer's item bid estimate**.

### 6. Payments by Contractor

#### 6.1 Wages

It is agreed that if this project qualifies under Oregon law as a prevailing wage rate public works project, each worker in each trade or occupation employed in the performance of this 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, must be paid not less than the applicable prevailing wage rate. If this project contains both federal and state funds, the hourly wages shall be not less than the higher of the state or the federal amount of the prevailing rate of wage. Prevailing wage rate payments include fringe benefits, for each trade or occupation in the locality where such labor or work is performed, as determined by the commissioner, in which the workers are employed. The existing rate of wage is the rate, in effect at the time the initial specifications were first advertised for bid solicitations as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815.

If any dispute arises as to what is the prevailing rate of wage for the same trade or occupation in the locality and if that dispute cannot be settled by the parties involved, the dispute may be referred to the Commissioner of the Bureau of Labor and Industries, who shall then determine the prevailing rate of wage for the same trade or occupation in the locality.

It shall be the responsibility of the Contractor and any Subcontractor to post the prevailing wage rates on the job site in a conspicuous place which is accessible to employees and must remain posted for the duration of the job.

#### 6.2 Certification

No Bid will be received or considered by the City unless the Bid contains a statement by the Bidder as part of the Bid that the Bidder shall comply with provisions regarding prevailing rates of wages required by ORS 279C.840.



# CITY OF SPRINGFIELD CONTRACT

State and Local Funding Sources



Project No. P21152

Project Title: High Banks & Thurston Rd.

Description: Mill and pave High Banks Rd to Thurston. Reconstruct Thurston Rd. using cement stabilization. Reconstruct road using asphalt pavement repair in locations and as described in the Scope of work. Replace curb ramps in specific areas. Install truncated domes on existing surfaces at four existing ramp locations and Thurston Rd. intersection. Reconstruct curb and gutter in front of two existing ramps at and Thurston Road intersection.

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Springfield, under and by virtue of the Charter, Laws, and Ordinances of the said City of Springfield, and the laws of the State of Oregon, and \_\_\_\_\_ hereinafter called the Contractor.

WITNESSETH:

That in consideration of the payments, covenants and contracts hereinafter mentioned, attached and made a part of this Contract, to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

## 1. GENERAL REQUIREMENTS

This Contract, signed by both parties, supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. This Contract, as signed by both parties, shall be composed of each and every one of the following listed parts and all approved revisions thereto; and shall be interpreted so as to give the effect to the purpose of the Contract. In the event of a conflict or ambiguity, the precedence provision of Section 104.03 shall apply.

1. Change Orders
2. Addenda to the Special Provisions
3. Special Provisions
4. Addenda to General Conditions and Standard Specifications
5. General Conditions and Specifications
6. Contract Plans
7. Standard Drawings
8. Instruction to Bidders
9. Bid Proposal

The Contractor shall furnish all materials, tools, equipment, labor, and do all work necessary and incidental to completing this Contract, in accordance with the requirements of the documents pertinent thereto, including those listed in Section 104.02 of the Standard Specifications in their entirety, which are also set forth hereinabove.

The Contractor shall so complete this Contract and present same to the City on or before the time specified in the Bid Proposal. The total probable estimated cost of the Contract as stated on the Bid is \_\_\_\_\_ (\$ \_\_\_\_\_).

It is agreed that the actual final total cost per item and total Contract may vary in accordance with the provisions of the Bid, Section 102.10 of the Standard Specifications, and Article 4 of the Instructions to Bidders.

## 2. CONTRACT COMPLETION

The City of Springfield hereby promises and agrees, with the Contractor, to contract with and does hereby contract with the Contractor to complete this Contract in accordance with the above requirements, including any change orders, provided that a reasonable and equitable change order can be agreed upon between the

Contractor and the City. In event of failure to so agree on any required change order, the City may then proceed with such work in any manner the City may elect. Such a situation and action by the City shall in no way relieve either the Contractor or the City of their respective obligations and responsibilities regarding all other requirements of this Contract.

### 3. FULL PERFORMANCE BY CONTRACTOR

The Contractor, for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

### 4. NO LIABILITY TO CITY

It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

### 5. CITY BONDING

The Contractor shall file with the City of Springfield at the time of execution of this Contract both a Performance Bond and Payment Bond issued by a surety company registered to issue bonds in the State of Oregon, and utilizing bond forms acceptable to the City. The City will accept AIA Document A312-2010 Performance and Payment Bonds (sample forms enclosed). The Bonds may not be altered.

The bonds shall be in the amounts of one hundred percent (100%) of this Contract. All bonding shall remain in force for one (1) year after the date of City Council acceptance of the work, to cover all guarantees against defective workmanship and materials and execution of and in accordance with this Contract, and to guarantee payment to all persons supplying labor and materials for the construction of the work. Failure to maintain the proper bonding shall be grounds for immediate termination of the Contract.

### 6. HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with performance of this Contract by the Contractor except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of the City.

The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other causes whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether an act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for, nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents, or employees. The absence of or inadequacy of the liability insurance required in section 7 shall not negate Contractor's obligations in this paragraph.

### 7. 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.

#### A. 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.

#### **B. 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.

#### **C. 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.

#### **D. 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.

#### **E. 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.

F. Professional Liability Coverage (only applicable to Contract if specified)

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

G. Additional Policies and Special Coverages

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

H. 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.

I. 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. Upon request, the Contractor shall provide certificates of insurance for all Subcontractors performing work on the project to the City.

J. 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."**

K. 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 Amanda Clinton at [aclinton@springfield-or.gov](mailto:aclinton@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)*

L. 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.

8. INDIAN GRAVES AND PROTECTED OBJECTS

The Contractor warrants that it will observe all applicable requirements of ORS 97.740 et. seq. regarding Indian Graves and Protected Objects (ORS 358.905-.961 and ORS 390.235-.240).

In the event the Contractor or any of its Subcontractors or agents discover, become aware of, or find any Native Indian Artifacts, sites, human remains, or funerary objects on the real property on which the

Contractor is fulfilling this Contract, the Contractor will immediately safeguard the artifacts and site, halt construction activities at the area of the find, and immediately notify City. Such artifacts may include but not be limited to charred and cracked rocks or charcoal layers of soil indicating a hearth or oven, stone chips of obsidian and other colored rocks, stone bowls, arrow and spear points, stone tools, and bone fragments. All artifacts found shall be turned over to the City for appropriate disposition in accordance with applicable law. Upon receipt of notification the City will retain a consultant archeologist to conduct an initial assessment of significance of the find. The Contractor and City will work together to comply with all applicable requirements of ORS 97.740 et. seq. in a manner which has least impact upon the construction schedule. If compliance requires some adjustment of the construction schedule, the Contractor and the City shall make reasonable adjustments.

## 9. TIME IS OF THE ESSENCE

**Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's** performance of the work may inconvenience the public, interfere with business and commerce, and increase cost to the City. It is essential and in the public interest that the Contractor prosecute the work vigorously to Contract completion. The City does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time of Completion specified, or as adjusted by Contract Change Order, has expired.

### A. Liquidated Damages

The City of Springfield and the Contractor agree that; (a) time is of the essence; (b) the amounts so fixed are reasonable forecasts of just compensation for the harm that is caused by the breach; (c) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (d) the amount so fixed is not fixed as a penalty to coerce performance of the Contract but is rather intended to be a genuine pre-estimation of injury to the City of Springfield in lieu of performance within **the Contract time by the Contractor or the Contractor's failure to report sewage spills. Therefore, it is** agreed as follows:

#### 1. Delay

It is agreed by the City of Springfield and by the Contractor that the need exists for a damage provision in the event the Contractor fails to complete the work within the Contract time specified, or any extension thereof, by the City of Springfield. The City of Springfield and the Contractor further agree that the Contractor shall be liable to the City of Springfield for fixed, agreed and liquidated damages for each and every calendar day of delay in the amount of \$500.00 per day in accordance with Subsection 108.07 of the Standard Construction Specifications.

#### 2. Failure to Report Sewage Spills

The Contractor also agrees to liquidated damages in the amount of \$500.00 per incident for failure to report sewage spills plus an amount sufficient to reimburse the City for any civil and administrative penalties paid by the City as a result of the **Contractor's failure to report. Failure to** report sewage spills may subject the City to (1) civil penalties of up to \$32,500.00 per day of violation pursuant to Section 309(d) of the Clean Water Act, 33 U.S.C. § 1319(d); (2) administrative penalties of up to \$11,000.00 per day for each violation, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g); or (3) civil action in federal court for injunctive relief pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

## 10. PREVAILING WAGE RATE PROVISIONS

Oregon law requires that if prevailing wage rate law applies a public agency must pay the prevailing wage rate for all contracts over \$50,000. For contracts over \$50,000, Contractor will comply with the applicable requirements of ORS 279C.800 through 279C.870 including the provisions in this Section 10.

### A. Notice

In the event that total cost of the contract as specified in **Section 1 "General Requirements"** does not initially exceed \$50,000 but during the scope of work increases through amendments, change orders, additions, supplements, other contracts, or through any other reason or process, formal or informal,

planned or unplanned, to an amount greater than \$50,000 then the entire contract is covered under the requirements of the prevailing wage rate law as described below.

### B. Prevailing Wage Rate

Each worker in each trade or occupation employed in the performance of this 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, must be paid not less than the applicable prevailing wage rate. Prevailing wage rate payments include fringe benefits, for each trade or occupation in the locality where such labor or work is performed, as determined by the commissioner, in which the workers are employed. The existing rate of wage is the rate, in effect at the time the initial specifications were first advertised for bid solicitations as determined by the Commissioner of the Bureau of Labor and Industries under ORS279C.815. Information regarding the Prevailing Wage Rate that is applicable to this Contract is contained in the document **titled "Prevailing Wage Information" which is included within the Invitation to Bid documents and is incorporated herein by reference.**

### C. Submission of Certified Payrolls

As specified in ORS 279C.845, **the Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the public agency in writing, on a form** prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. **The certificate and certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be** submitted to the City no later than the 5<sup>th</sup> business day of the following month for which the certified statement and certificate are being presented, regardless of whether any actual work is performed on the project or not. This information must be submitted to the City and also retained by the Contractor and Subcontractor(s) for three years.

Contracting agencies and general contractors are required to withhold 25% of amounts to Contractors if certified payrolls are not filed by the Contractor as required for work performed on projects subject to the prevailing wage rate law. Failure of Contractors to comply with the certified payroll filing requirements of the law, therefore, will result in a negative fiscal impact to those Contractors of up to 25% of their amount owed.

Each worker employed in the performance of this contract, either by the Contractor or Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work of the contract, must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

### 11. BONDING TO BE FILED WITH THE CONSTRUCTION CONTRACTORS BOARD

As specified in ORS 279C.836, the Contractor shall file a public works bond with a corporate surety in the amount of \$30,000.00 with the Construction Contractors Board before starting work on a Contract for a public works project subject to the provisions of the Prevailing Wage Rate Law (ORS 279C.800 to 279C.870) with a total Contract price greater than \$100,000. In addition, as specified in ORS 279C.830, the Contractor shall include a provision in any and all subcontracts requiring the all Subcontractors have a valid bond filed **with the Construction Contractor's Board before starting work on a project, as applicable, unless exempt.** Exemptions from the bond requirement may be granted under specific circumstances as outlined in ORS 279C.836(7) for certified disadvantaged, minority, women or emerging small business enterprises. The Contractor shall contact BOLI regarding qualifications for such exemptions.

If qualified, the enterprise must provide **the Construction Contractor's Board with written notification of its certification.** In addition, the enterprise must notify the City that a public works bond has not been filed and provide proof of qualification prior to commencing work.

By signing this Contract, the Contractor certifies that the Contractor, and any Subcontractor who will perform work under this Contract, will file a public works bond with the Construction Contractors Board as required prior to beginning work on the project.

#### 12. INELIGIBLE CONTRACTORS LIST

No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on *the List of Contractors Ineligible to Receive Public Works Contracts*, as established by the Bureau of Labor and Industries, will perform work under this Contract, as specified in ORS 279C.860.

No Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has **a financial interest who appears on the Construction Contractor's Board Not Qualified to Hold Public Contracts** list, will perform work under this Contract, as specified in ORS 701.227(4).

#### 13. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS/TERMINATION FOR FAILURE TO COMPLY

The Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Contract. Damages or costs resulting from noncompliance shall be the sole responsibility of the Contractor. Other grounds for termination are set forth in Sections 108.11 and 108.12 of the Standard Construction Specification of the City of Springfield.

In accordance with ORS 279C.505, the Contractor shall:

- a) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract.
- b) Promptly pay all contributions or amounts due the State Industrial Accident Fund, or private carrier of accident insurance, from such Contractor or Subcontractor incurred in the performance of the Contract. If a private carrier is used, the Contractor shall **notify the Engineer as to the carrier's** name and address before commencement of work.
- c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- e) Have an employee drug testing program in place at the time of signing the Contract and will maintain such drug testing program in place over the life of the Contract. Upon request, the Contractor shall furnish a copy of the employee drug testing program to the City.

In accordance with ORS 279C.510, If demolition is involved, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective as required by ORS 279C.510(1). If lawn or landscaping maintenance is involved, the Contractor shall compost or mulch yard waste in an approved site, if feasible and cost-effective as required by ORS 279C.510(2).

In accordance with ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person, or the assignee of the person, in connection with the Public Works Contract as such claim becomes due, the City of Springfield may pay such claim and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract. The payment of a claim in this manner shall not relieve the **Contractor or the Contractor's surety from obligation with respect to any unpaid claims.**

If the Contractor or first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Public Improvement Contract within 30 days after receipt of payment from the contracting agency or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges in the amount of 9 percent per annum commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment unless

payment is subject to a good faith dispute as defined in ORS 279C.580.

If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Public Improvement Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

In accordance with ORS 279C.520, no person will be employed by the Contractor or Subcontractor for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and one-half the regular rate of pay for all times worked in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on a Saturday, Sunday and on any legal holiday specified in ORS 279C.540.

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 give notice to employees working on the Contract project in writing, either at the time of hire or before commencement of work on the Contract, and by posting a notice in a conspicuous location which is accessible to and frequented by employees, of the number of hours per day and days per week that the employee may be required to work. The posting must remain in place for the duration of the job.

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 bid, 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 bids 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 Invitation to Bid 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**

In accordance with ORS 279C.530, the Contractor will;

Promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor:

- a) May or shall have deducted from the wages of his employees for such services pursuant to the terms of Oregon Revised Statutes and any contract entered in pursuant thereto; or
- b) Collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service; and
- c) Will comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

In accordance with ORS 279C.580, each subcontract the Contractor enters into with a first-tier Subcontractor for property or services, including a material supplier, for the purpose of performing this Contract must include the following:

- a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the contracting agency pays to the Contractor under the Public Improvement Contract.
- b) A clause that requires the Contractor to provide a first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.
- c) A clause that requires the Contractor, except as otherwise provided, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:
  - 1.) Notifies the Subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and
  - 2.) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
- d) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not

make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the contracting agency or Contractor when payment was due. The interest penalty:

- 1.) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and
- 2.) Is computed at the rate specified in ORS 279C.515 (2).

The Contractor shall require the first-tier Subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (3) of ORS 279C.580 in each of the first-tier **Subcontractor's subcontracts and to require each of the first-tier Subcontractor's** Subcontractors to include such clauses in the first-tier **Subcontractors' subcontracts with each lower-tier** Subcontractor or supplier.

#### 14. NONDISCRIMINATION

The Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

#### 15. RIGHTS IN DATA/OWNERSHIP OF WORK PRODUCT

(a) Work Product - All Work Product created by the Contractor and originated and prepared for the City of Springfield pursuant to this Contract, including derivative works and compilations, and whether or not such **Work Product is considered a "work made for hire," shall be the exclusive property of the City. The ideas, concepts, know-how, or techniques developed during the course of this Contract by the Contractor's personnel can be used by either party in any way it may deem appropriate. Material already in the Contractor's possession, independently developed by the Contractor outside the scope of this Contract, or rightfully obtained by the Contractor from third parties, shall belong to the Contractor irrespective of their similarity to materials which might be delivered to the City of Springfield pursuant to this Contract. The Contractor shall not, however, use any written materials developed under this Contract in developing materials for others, except as provided in this section.**

(b) Limited City Indemnity - **If the City reuses or modifies the Work Product without the Contractor's involvement or prior written consent, to the extent permitted by Article XI, Section 7, of the Oregon Constitution, and subject to the protections afforded by the Oregon Tort Claims Act, the City shall indemnify the Contractor, within the limits of the Tort Claims Act and any other protections afforded the City, against liability for damage to life or property arising from the City's reuse or modification of the Work Product; provided however, the City shall not be required to indemnify the Contractor for any such liability arising out of or related to defective Plans and Specifications, or Contractor's breach of the Contract, professional negligence, or the negligent or wrongful acts of the Contractor's Subcontractors, employees, or agents in preparing the Plans and Specifications or testing and inspection conducted for the Project.**

(c) Contractor Use of Work Product - The Contractor, despite other conditions of this provision, shall have the right to utilize such Work Products on its brochures or other literature that it may disseminate for its sales promotions, and in addition, unless specifically otherwise prohibited elsewhere in the Contract documents, the Contractor may use its standard line drawings, specifications, and calculations on other, unrelated projects.

#### 16. PATENTS, COPYRIGHTS AND TRADEMARKS

Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of legal right. The Contractor shall indemnify, defend, and hold harmless the City from claims of patent, copyright, or trademark infringement, and from costs, expenses, and damages the Contractor or the City may be obligated to pay as a result of such infringement during or after completing the work.

#### 17. ASSIGNMENT

The Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City of Springfield. No such

written approval shall relieve the Contractor of any obligations of this Contract, and any transferee or Subcontractor shall be considered the agent of the Contractor. The Contractor shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

#### 18. SUBCONTRACTING

Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to the terms of this Contract. Whether stated in the Subcontract Agreement itself or not, the Contractor shall remain solely responsible for administration of the subcontract, including, but not limited to the performance of the subcontracted work, progress of the subcontracted work, payment for accepted subcontracted work, and disputes and claims for additional compensation regarding all subcontracted work.

**The City's approval of a Subcontractor will not create a contract between the City and the Subcontractor, shall not convey to the Subcontractor any rights against the City, and shall not relieve the Contractor or the Contractor's Surety of any of their responsibilities under this Contract.**

#### 19. DUAL PAYMENT

The Contractor shall not be compensated for work performed under this Contract from any City of Springfield agency other than the agency which is a party to this Contract.

#### 20. ACCESS TO RECORDS

The City of Springfield and its duly authorized representatives shall have access to books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts.

#### 21. FORCE MAJEURE

Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is **beyond that party's reasonable control. The City of Springfield may terminate this** Contract upon written notice after determining such delay or default will unreasonably prevent successful performance of the Contract.

#### 22. AMENDMENTS

The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the City of Springfield. No modification of this Contract shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

#### 23. WAIVER

Failure of the City to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the City of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

#### 24. SEVERABILITY

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

#### 25. CAPTIONS

The headings, subheadings and titles to paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract. They do not form a part of this Contract, and shall not be used in construing this Contract.

#### 26. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of the City of Springfield to enforce any provision of this Contract, the Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

27. REMEDIES

This Contract shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Contract, any breach of this Contract, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Contract shall not be construed more favorably to the City due to the preparation of this Contract by the City.

28. OWNERSHIP STATUS

Both parties understand and acknowledge that the City is a public body as specified in ORS 30.260 and maintains its status as a public body and retains all immunities and privileges granted it and its officers, agents, and employees by the Tort Claims Act (ORS 30.260 – ORS 30.295) and any and all other statutory rights granted the City as a result if its status as a public body.

29. SUCCESSORS IN INTEREST

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

IN WITNESS WHEREOF: The said City has caused these presents to be executed by its City Manager (or Designee) as authorized by Ordinance 6281 of the Common Council of the City of Springfield, and the said Contractor has caused these presents to be executed itself.

CITY OF SPRINGFIELD, OREGON  
(A Municipal Corporation)

CONTRACTOR

By:

By:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Name of Company *(Please Print)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Name: *(Please Print)*

\_\_\_\_\_  
Title: *(Please Print)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

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

\_\_\_\_\_  
Office Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
E-Mail Address

## PREVAILING WAGE RATE INFORMATION

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Prevailing Wage Rates information can be found at the following website:

<https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2020.aspx>

For the proper Prevailing Wage Rates applicable to this project please refer to the following publications:

- 1.) *Prevailing Wage Rate Publication; Prevailing Wage Rates for Public Works Contracts in Oregon with an effective date of July 1, 2020.*
- 2.) *State Apprenticeship Rates with an effective date of July 1, 2020.*
- 3.) *The following Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon also apply;*
  - a.) *N/A.*



# **CITY OF SPRINGFIELD**

## **Special Provisions**

**for**

**P21152**

## **High Banks and Thurston Overlay**


**SPECIAL PROVISIONS**

**FOR**

**P21152**

**High Banks and Thurston Overlay**

**PROFESSIONAL OF RECORD CERTIFICATION:**

 <p>REGISTERED PROFESSIONAL ENGINEER 70925 OREGON JUNE 14, 2007 STANLEY ANGELOFF PETROFF EXPIRES: 12/31/.....</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for temporary features &amp; appurtenances, roadwork, drainage &amp; sewers, bases, wearing surfaces, and right of way development &amp; control. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00220, 00225, 00280, 00305, 00310, 00331, 00332, 00490, 00620, 00640, 00643, 00730, 00744, 00748, 00749, 00759, 01030, 01040, 01160, 02040, 02050, and 02510</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

## **SPECIAL PROVISIONS**

### **SECTION A – General Requirements**

#### **P21152 – High Banks and Thurston Overlay**

##### **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, and Division 310.04.03, Payment Deductions and Rejection of Pavement, of the 1994 Edition of the Standard Construction Specifications of the City of Springfield, Oregon, including all revisions at date of Bid opening, and Parts 00200 through 03000 of the 2018 Oregon Standard Specifications for Construction shall apply to this Invitation to Bid 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 Bid opening. 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:**

**"ALL BID DOCUMENTS, EXCEPT PLANS, MUST BE RETURNED WITH THE BID.** This



includes all documents contained in the original bid book, whether they require the completion of information or not, and any addendum that may be issued pertaining to the bid in question. The only exceptions to this are any plans or drawings, which are not required to be submitted as a part of your Bid.

The Bid Submittal, Bid Bond, Certified Check, or Cashier's Check shall be enclosed in a sealed and labeled envelope. The outside of the envelope shall plainly identify: (1) The project name and project number and (2) The Bid opening date. All Bids must be clearly and distinctly typed or written with ink or indelible pencil. Unless otherwise specified, Bidders shall bid on all Bid items, and must include in their Bid prices the entire cost of each item of work set forth in the Bid.

Sealed Bids will be received at the location and in the manner specified in the Invitation to Bid for the subject project.

All Bids shall be on the form furnished by the City, 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. The only exceptions to this requirement are the Performance Bond, Payment Bond, Statutory Public Works Bond and the Contract documents which are provided here as a reference. However, if you are awarded the Bid, you will be required to submit fully executed copies of these documents upon request. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required in a Bid embracing alternate Bids.

If, in the opinion of the City, the items or prices in any Bid appear unbalanced, incomplete, or fail to comply with all the terms required, the Bid 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:**

"As required by ORS 279C.365(4) each Bid shall be accompanied by a Bid Bond, cash, or a certified or cashier's check written upon a bank in good standing and in a form acceptable to the City, payable to the Finance Director of the City of Springfield, Oregon, in an amount equal to at least 10 percent of the total amount of the Bid. Bid Bonds shall be issued by a surety company registered to issue bonds in the State of Oregon, and utilizing a bond form acceptable to the City. The City will accept AIA Document A310-2010 Bid Bond (sample form enclosed). The Bid Bond may not be altered.

Such Bid Guarantee shall be forfeited and become the property of the City in case the Bidder shall fail or neglect to furnish a satisfactory Performance and/or Payment Bond issued by a viable bond company acceptable to the City as required by ORS 279C.380 and to execute the Contract within ten (10) days (Saturday, Sunday, and holidays excepted) after receiving Contract from the

City for execution. For information regarding Performance and Payment Bond requirements see City of Springfield Contract document, Section 5. City Bonding.”

### **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 Bidder that the work to be done is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder shall make written inquiry regarding same to the individual shown, in the manner instructed and within the timeframe indicated in the Invitation to Bid advertisement. 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 Invitation to Bid, but merely clarifies existing information, the response will be entered on the Clarifications Log and posted to the project webpage as shown in the Invitation to Bid. If, in the judgment of the City, additional information or interpretation is necessary, such information shall be supplied in the form of an addendum to all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Bid Meeting and provided an accurate e-mail address on the sign-in sheet. Such addenda shall have the same binding effect as though contained in the main body of the Contract 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

filing the Bids shall be binding upon the Bidder. Addenda will be posted to the City's website at <http://www.springfield-or.gov/city/development-public-works/invitations-to-bid/>. The Contractor should check the website frequently for new postings during the open bid period. The City shall make a reasonable effort to notify all individuals, firms, and corporations listed on the Plan Holders List and those individuals that attended the Pre-Bid 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 award 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 bid, 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 bids 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 Invitation to Bid 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**

### **ADD THE FOLLOWING PARAGRAPH TO SECTION 103.01 "AWARD OF CONTRACT" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:**

"Prior to awarding the Contract, the City may, at its sole discretion, require Contractors and/or Subcontractors to demonstrate to the City's satisfaction that they have a complete and clear understanding of all requirements of the Prevailing Wage Rate Laws contained in ORS 279C.800 through 279C.870 and possess the expertise necessary for fulfilling their obligations pertaining to these requirements throughout the administration of the Contract. In determining competency, the City may consider Certified Payroll Reports submitted by the Contractor and/or Subcontractor for projects previously performed for the City, copies of Certified Payroll Reports submitted to other public entities, references from other public entities attesting to the Contractor's expertise, or an interview with the Contractor regarding their personnel resources and expertise or their ability to obtain the resources and expertise necessary to meet all contractual responsibilities in accordance with ORS 279C.375."

### **A1.9 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."

### **A1.10 Removal of Unacceptable or Unauthorized Work**

#### **ADD THE FOLLOWING TO THE END OF SECTION 105.19 "REMOVAL OF UNACCEPTABLE OR UNAUTHORIZED WORK" OF THE STANDARD CONSTRUCTION SPECIFICATIONS:**

"Calculation of payment deduction or the rejection of pavement not meeting contract specifications will be made in compliance with Division 310.04.03, Payment Deductions and Rejection of Pavement."

### **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 Amanda Clinton at aclinton@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 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."

### **A1.14 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."

### **A1.15 Submission of Certified Payroll**

#### **REPLACE THE SECOND PARAGRAPH OF SECTION 109.07 OF THE STANDARD CONSTRUCTION SPECIFICATIONS:**

"Once before the first payment and each time the prevailing wage rates change, and once before final payment is made, Contractor shall supply and file with Owner a statement in writing under oath, in form prescribed by the State Labor Commission and which conforms with ORS Chapter 279, certifying the hourly rate of wages paid each classification of workman not exempt by statute who is employed upon such project and further certifying that no workman employed has been paid less than minimum prevailing wage rate. Each Subcontractor who performed work on the project during the period covered by the payment may be required to file with Owner a similar statement which covers its workmen."

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

"It shall be the responsibility of the Contractor and any subcontractors to submit certified payroll statements to the City as to the wage rates paid to each worker as follows:

As specified in ORS 279C.845, the Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certificate and certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to the City no later than the 5<sup>th</sup> business day of the following month for which the certified statement and certificate are being presented, regardless of whether any actual work is performed on the project or not. This information must be submitted to the City and also retained by the Contractor and Subcontractor(s) for three years.

Contracting agencies and general contractors are required to withhold 25% of amounts to Contractors if certified payrolls are not filed by the Contractor as required for work performed on projects subject to the prevailing wage rate law. Failure of Contractors to comply with the certified payroll filing requirements of the law, therefore, will result in a negative fiscal impact to those Contractors of up to 25% of their amount owed.

Each worker employed in the performance of this contract, either by the Contractor or Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work of the contract, must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840."

### **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 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 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**

**SECTION B – Scope of Work**

**P21152 – High Banks and Thurston Overlay**

**B1. GENERAL**

**B1.1 Project Description**

Mill and pave 52<sup>nd</sup> St. and High Banks Road from approximately 135 feet north of Hwy 126 to approximately 500 feet west of 53<sup>rd</sup> St. Mill and pave High Banks Road and 58<sup>th</sup> St. from approximately 770 feet east of 56<sup>th</sup> St. to the roundabout at 58<sup>th</sup> St. and Thurston Road. Mill and pave Thurston Road west-bound travel lane, bike lane, and parking shoulder (excluding bus pads) from the roundabout at 58<sup>th</sup> St. to 64<sup>th</sup> St. Mill and pave Thurston Rd. full width from 64<sup>th</sup> St. to 66<sup>th</sup> St. Mill and pave Thurston Road full width from approximately 280 feet west of 66<sup>th</sup> Pl. to 69<sup>th</sup> St. Reconstruct High Banks Rd. using cement stabilization from approximately 500 ft west of 53<sup>rd</sup> St. to approximately 770 feet east of 56<sup>th</sup> St. Reconstruct Thurston Rd. east-bound travel lane and bus pads using cement stabilization from the roundabout at 58<sup>th</sup> St. to 64<sup>th</sup> St. Reconstruct Thurston Rd. using cement stabilization from the eastside of the intersection with 66<sup>th</sup> St. to approximately 280 feet west of 66<sup>th</sup> Pl. Reconstruct road using asphalt pavement repair in locations and as described in engineering plans on sheet E01 Replace curb ramps at the following locations: one at 52nd St. and High Banks Rd. intersection, three at 53rd St. and High Banks Rd. intersection, two at 54th St. and High Banks Rd. intersection, two at 55<sup>th</sup> St. and High Banks Rd. intersection, two at 55<sup>th</sup> Pl. and High Banks Rd. intersection, two at 56<sup>th</sup> St. and High Banks Rd. intersection, two at 58<sup>th</sup> St. and Golden Oaks driveway. intersection, two at 60<sup>th</sup> St. and Thurston Rd. intersection, four at 61<sup>st</sup> St. and Thurston Rd. intersection, two at 62<sup>nd</sup> St. and Thurston Rd. intersection, two at 63<sup>rd</sup> St. and Thurston Rd. intersection, two at the west entrance to Thurston Middle School, one at 60<sup>th</sup> St. and Thurston Rd. intersection, two at the middle entrance to Thurston Middle School, two at the east entrance to Thurston Middle School, four at 65<sup>th</sup> St. and Thurston Rd. intersections, two at 65<sup>th</sup> Pl. and Thurston Rd. intersection, two at the Thurston Rd. cul-de-sac and Thurston Rd. intersection, four at 66<sup>th</sup> St. and Thurston Rd. intersection, two at 66<sup>th</sup> Pl. and Thurston Rd. intersection, two at 67<sup>th</sup> St. and Thurston Rd. intersection, two at 67<sup>th</sup> Pl. and Thurston Rd. intersection, and eight at 68<sup>th</sup> St. and Thurston Rd. intersection. Install truncated domes on existing surfaces at four existing ramp locations at 67<sup>th</sup> St. and Thurston Rd. intersection. Reconstruct curb and gutter in front of two existing ramps at 69<sup>th</sup> St. and Thurston Road intersection.

**B1.2 Cooperation with Utilities**

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

<b>Utility</b>	<b>Contact Person's Name, Address, Email, and Phone Number</b>
Comcast	Gabriel Norbury 2871 Chad Drive Eugene, OR 97408 Gabriel_Norbury@comcast.com 541-731-1498
SUB Electric	Dan Norland 1001 Main St Springfield, OR 97477 Dann@subutil.com 541-744-3784

CenturyLink	Roman Hernandez 1761 W 2 <sup>nd</sup> Ave Eugene, OR 97402 Roman.Hernandez@centurylink.com 541-484-7827
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The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

**Utility Information (Anticipated Relocations)** - The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work estimated to be completed by the following dates and times:

Utility	Contact Person's Name, Address, Email, and Phone Number	Estimated Completion Date
NW Natural	Monte Brown 790 Goodpasture Island Rd Eugene, OR 97402 Monte.Brown@nwnatural.com 541-954-1255	During construction
SUB Water	Keoki Lapina 202 South 18 <sup>th</sup> St Springfield, OR 97477 KeokiL@subutil.com 541-736-3291	During construction

The Contractor shall contact the Engineer to view the approved Utility Relocation Plans.

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

**NW Natural**

The Contractor shall notify the Gas Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the gas pipeline. Contact NW Natural to request an on-site safety watcher at least 48 hours prior to construction near "T 541+80 to "T" 542+30, Lt.

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

- Northwest Natural Gas 1-800-882-3377

**SUB Electric**

Contact SUB Electric Operations at 541-726-2395 at least 72 hours prior to any work or equipment encroaching within 20 feet of electrical lines. At certain locations, power, light, and telephone poles may interfere with excavation and operation of the Contractor's equipment. Coordinate with SUB Electric Operations 72 hours prior about supporting poles. The cost to support poles will be paid by the City of Springfield and shall not be included in the Contractors cost.

**CenturyLink**

Contact CenturyLink at 541-484-7827 at least 72 hours prior to any work or equipment encroaching within 10 feet of communication lines.

## **SUB Water**

Prior to the Contractor being on-site at the following locations, SUB Water will relocate valve and hydrant several feet south into the existing landscape strip at Station "HB" 426+48, left. SUB Water will relocate valve several feet south into the existing landscape strip at Station "T" 541+35, right.

Contact SUB Water Operations at 541-726-2396 at least 10 days prior to beginning work within 10 feet of **all** water facilities. SUB Water requires all construction at or near 12" or larger waterlines to have an on-site safety watcher at no cost to the Contractor. Contact SUB Water to request an on-site safety watcher at least 48 hours prior to construction. SUB Water also requires light compaction/no vibratory compaction within 2 feet directly above SUB water facilities. Waterline facilities are shallow, proceed with caution and direction from on-site safety watcher.

Contact SUB Water Operations at 541-726-2396 at least 10 days before to beginning work within 10 feet of 10" water line at Station "T" 511+16 to "T" 516+04, right. An on-site safety watcher will be required during construction at this location at no cost to the Contractor. Contact SUB Water to request an on-site safety watcher at least 48 hours prior to construction. SUB Water also requires light compaction/no vibratory compaction within 2 feet directly above SUB Water facilities.

Contact SUB Water Operations at 541-726-2396 at least 72 hours prior to adjusting any water valve boxes.

### **B1.3 Construction Zone Work Hours**

Unless otherwise directed by the Engineer, normal construction work zones with active project operations are to be conducted Monday through Friday. Work outside the hours of 7:00 a.m. to 6:00 p.m. is not permitted unless Council approval is given allowing for a variance from the City's noise ordinance.

### **B1.4 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 Engineer. Upon completion of the contract and prior to final payment, specifications and drawings shall be turned over to the Engineer.

### **B1.5 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.

### **B1.6 Vehicle Parking**

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

### **B1.7 Prosecution and Progress - Project Work Schedules**

Before starting work, the Contractor shall submit for written approval a proposed construction schedule to the Engineer. If it is desirable to carry on operations in more than one location simultaneously, a schedule shall be submitted for each location two weeks in advance of beginning such operations. In the event that the Contractor's proposed construction schedule does not meet the necessary construction program schedule as determined by the City, the Contractor shall resubmit a schedule that conforms as approved.



The schedule shall show the proposed order of work and indicate the time required for completion of the major items of work. This working schedule shall take into account the passage or handling of traffic with the least practicable interference therewith and the orderly, timely and efficient prosecution of work. It will also be used as an indication of the sequence of the major construction operations and as a check on the progress of work.

The Contractor shall provide weekly progress schedules of expected project activities. The progress schedules shall indicate the Contractor's plan of work in sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, appraise, document, and control their respective Contract responsibilities. The schedule of work, and the work forces and equipment supplied by the Contractor, shall be adjusted adequately to allow for the completion of the contract work by the stated contract completion date. Any work done without notification to the Engineer is subject to rejection.

### **B1.9 Specifications**

Refer to Special Provisions Section A1.2 for applicable specifications.

### **SECTION 00210 - MOBILIZATION**

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

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

Comply with Section 00220 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00220.02(a) General Requirements** - Add the following bullet to the end of the bullet list:

- Maintain a minimum 9.5-foot Traffic Lane width on High Banks Road and Thurston Road at all times.

**00220.02(b) Temporary Pedestrian Accessible Route Plan** - Add the following bullet to the end of the bullet list:

- Maintain pedestrian access during ADA Ramp construction on both High Banks Road and Thurston Road.

**00220.03(b) Closures** - Add the following bullet to the end of the bullet list:

- **On Street Parking** - A minimum of 14 Calendar Days before closing on-street parking. After receiving written approval, provide 48 hours' public notification before limiting the on-street parking.

Add the following subsections:

**00220.03(c) Public Notice** - Communicate with all properties adjacent to the work a minimum of 5 days before work begins. In addition, provide approved written notices to all residents and businesses that will have their access disrupted by construction a minimum of 48 hours before the disruption is scheduled to occur. Coordinate work activities with Lane Transit District, Springfield School District, Eugene-Springfield Fire, Springfield Police, local sanitation services, and USPS. Provide documentation of the required communication to the Agency. A draft version of the document the Contractor intends to utilize for the required notifications shall be provided for City review and approval at the pre-construction meeting.

**00220.03(d) Bus Stops** – Notify LTD in writing, with a copy to the Engineer, a minimum of 7 Calendar Days before performing any Work that requires closing or relocating an LTD bus stop.

Rick Thompson  
Operations Supervisor  
(541) 682-6190  
[Rick.Thompson@ltd.org](mailto:Rick.Thompson@ltd.org)

**00220.03(e) Thurston Middle School** – Notify Thurston Middle School (541-744-6368) at least 48 hours in advance of each instance that a Traffic Lane will be closed on Thurston Road.

**00220.40(e)(1) Closed Lanes** - One or more traffic lanes may be closed as shown in the Traffic Control Plans to complete the Work as shown and specified. Concurrent traffic lane closures associated with multiple stages shown in the Traffic Control Plans will not be allowed unless otherwise approved in writing by the Engineer.

Traffic lanes may be closed at the Thurston Middle School entrance located between Sta. "T" 523+00 and Sta. "T" 532+00 to complete the Work as shown no later than August 31, 2021.

Add the following subsection:

**00220.40(e)(2)(c) Bus Stops** — Approval from the Engineer and LTD must be granted before closing or relocating any LTD bus stops. With approval from the Engineer and LTD, the Contractor may temporarily close and/ or relocate one LTD bus stop location at a time. No more than one bus stop may be closed concurrently. Do not perform any lane closures, bus stop closures, or bus stop relocations that will affect the established LTD bus routes.

Except as noted above, keep all pedestrian facilities and outside traffic lanes open within 100 ft of the bus stops at the following locations between the hours of 6:00 a.m. and 12:15 a.m. daily:

- Sta. "T" 517+31.00, Eastbound
- Sta. "T" 525+36.00, Eastbound
- Sta. "T" 534+36.00, Eastbound
- Sta. "T" 539+99.00, Eastbound
- Sta. "T" 549+05.00, Eastbound
- Sta. "T" 554+89.00, Eastbound

## **SECTION 00225 - WORK ZONE TRAFFIC CONTROL**

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

### **00225.05 (b) Contractor Modified Traffic Control Plan**

Contractor may propose a Traffic Control Plan (TCP) different than that provided with the plans. Incorporate all appropriate standards from the latest editions of Manual of Uniform Traffic Control Devices (MUTCD) and ODOT's Oregon Temporary Traffic Control Handbook. Traffic Control Plans shall be produced and stamped by a registered professional engineer licensed by the State of Oregon and/or submitted for use from ODOT's effective, approved and relevant standard Traffic Control Plans. Contractor supplied TCP shall be submitted two weeks prior to implementation and approved by the City of Springfield. Allow 5 workdays for the City's Engineer to review and return the drawings. Drawings which are not approved shall be corrected and resubmitted for review. Allow 5 workdays for the Engineer to review drawings each time they are resubmitted.

### **00225.17 Temporary Curb Ramps and Temporary Walks**

Use a Temporary Walk from the QPL or use ACP, PCC, or other approved Materials for on-site constructed Temporary Walks.

**00225.47 Temporary Curb Ramps and Temporary Walks**-Construct Temporary Walks as shown or directed. Repair or reconstruct unacceptable Temporary Walks before opening to pedestrian traffic.

**00225.67 Temporary Curb Ramps and Temporary Walks** - Inspect and maintain temporary curb ramps and Temporary Walks for:

- Any damaged curb ramp or walk surfaces.
- Ramp and walk alignment or connections to existing sidewalks or Roadway surfaces.
- Compliance with the dimensions and grades in the Standard Drawings or requirements approved by the Engineer.
- Items identified by the manufacturer’s recommendations.
- Other ramp or walk quality or performance issues, as directed.
- Keep ramps and walks unobstructed. Maintain a firm, stable, and slip resistant surface free of debris.

After completion of the Work, restore the area on which the temporary curb ramp or Temporary Walk occupied to original condition. Replace vegetation, landscaping, sprinklers and any other materials or appurtenances removed to construct temporary walks or curb ramps.

**00225.87 Temporary Curb Ramps** - Temporary curb ramps will be measured on the unit basis.

**00225.90(a)(2) Temporary Protection and Direction of Traffic –**

- Temporary Walks, hardware for Temporary Walks, and truncated dome detectable warning surfaces

**00225.97 Temporary Curb Ramps** - The accepted quantities of temporary curb ramps will be paid for at the Contract unit price, per unit of measurement, for the following item:

<b>Pay Item</b>	<b>Unit of Measurement</b>
-----------------	----------------------------

(a) Temporary Curb Ramp- .....	parallel
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The type of temporary curb ramp will be inserted in the blank.

Payment for item (a) will be payment in full for furnishing, installing and maintaining each temporary curb ramp or Temporary Walks.

No separate or additional payment will be made for:

- Removing temporary curb ramps
- Restoring the area on which the temporary curb ramp
- Materials
- Surfacing
- Other temporary curb ramp hardware

**SECTION 00280 - EROSION AND SEDIMENT CONTROL**

Comply with Section 00280 of the 2018 Oregon Standard Specifications for Construction modified as follows:

### **00280.90 Payment –**

- vacuum sweeping
- all work necessary to meet all erosion controls required for the project

### **SECTION 00290 - ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00290.10 Staging and Disposal Sites** – Locate staging areas and disposal sites in previously improved or disturbed sites, including existing Roadways, pullouts, turnouts, parking lots, and storage yards that have been compacted, and graveled or paved unless otherwise specified in Section 00236 or Section 00237 or approved, in writing, by the Engineer,

Do not stage Equipment, park Equipment or store Materials in any City, County, State, or Federal park, wayside or recreational facility.

**00290.20(c)(1) General** - Segregate all demolition and construction debris according to its intended end use (reuse, recycle, or dispose). If required, store in designated areas in a manner that prevents contamination to Soil and water and prevents fugitive dust emissions. Remove all waste materials recovered from the site unless otherwise approved, in writing. Retain disposal and recycling facility receipts for wastes generated on site for at least 1 year after completion of the Project. Provide copies of the receipts to the Engineer within 7 Calendar Days of the disposal or recycling.

### **00290.20(c)(3) Reuse, Recycle, Compost and Dispose of Materials:**

#### **(3) Reuse, Recycle, Compost and Dispose of Materials –**

- Reuse demolition and construction debris.
- Recycle demolition and construction debris.
- Compost or mulch yard waste material from lawn and landscape maintenance.
- If it is not feasible to reuse, recycle, or compost, ("feasible" is defined as a facility that is capable of handling the material, will take the material and the cost of transportation plus the cost to reuse or recycle the material is equal to or less than the costs of disposal) dispose of waste material according to the following:

**00290.30(b) Pollution Control Plan** - Develop a PCP using ODOT Form 734-2445 and submit it to the Engineer for approval 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and Inspectors. Ensure that all employees comply with the provisions of the PCP.

### **SECTION 00305 - CONSTRUCTION SURVEY WORK**

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

#### **Description**

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

[http://www.oregon.gov/ODOT/ETA/Documents\\_Geometronics/Construction-Survey-Manual-Contractors.pdf](http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf)

In addition to the requirements of the ODOT "*Construction Surveying Manual for Contractors*", establish Engineering Stationing at \_100\_ foot intervals for the length of the project along the shoulder of the highway. Maintain the stationing so it is visible throughout construction of the project.

### **Measurement**

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

### **Payment**

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

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

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

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

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

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

Comply with Section 00310 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00310.41 Removal Work** - Add the following:

(f) Areas of lawn or planter strips removed under this item outside of new structures shall be restored, including lawns, irrigation systems and topsoil. Lawn seed shall be commercial lawn seed appropriate for this area and approved by the Engineer.

**00310.91 Lump Sum Basis** - Add the following to the end of this subsection:

Item (a) includes removal of concrete islands and underlying pavement and aggregate base to the limits shown.

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

Landscape restoration work associated with retrofitting concrete sidewalk ramps will be paid under Bid Item 45, Retrofit Concrete Sidewalk Ramps.

## **SECTION 00331 - SUBGRADE STABILIZATION**

Comply with Section 00331 of the 2018 Oregon Standard Specifications for Construction.

## **SECTION 00332 – REPAIR OF IN-PLACE CEMENT TREATED BASE**

Section 00332, which is not a Standard Specification, is included in this Project by Special Provision.

### **Description**

**00332.00 Scope** – This Work consists of saw-cutting, excavating, and disposing of unstable materials in In-Place Cement Treated Base (ICTB) areas and placing subgrade geotextile fabric and aggregate backfill to the lines and grades as shown or directed.

### **Materials**

**00332.10 Materials** – Furnish Materials for repair of ICTB areas meeting the following requirements:

- 14 inch base course - 2"-0 or 1 1/2" – 0 dense-graded aggregate base according to 02630
- 4 inch top course – 3/4" - 0 or 1" – 0 dense-graded aggregate base according to 02630

### **Equipment**

**00332.20 General** – Provide all Equipment necessary to perform the Work according to Sections 00330, 00340, 00350, and 00641.

Provide a self-propelled roller having a gross static weight between 10 tons and 15 tons and capable of exerting contact pressure between 300 lbs. per lineal inch and 500 lbs. per lineal inch.

### **Construction**

**00332.40 Excavation** – Sawcut the perimeter of areas of unstable ICTB to the full depth of the ICTB treatment before excavating the unstable material.

Excavate unstable ICTB and underlying subgrade to the lines and grades as shown or directed using a smooth-edged bucket to avoid damage to the subgrade below the repair depth. Dispose of the excavated material according to 00330.41(a)(5).

**00332.42 Backfill** – Place backfill in maximum 6-inch lifts and compact to 100 percent maximum density according to ASTM D698.

### **Measurement**

**00332.80 Measurement** – The quantities of ICTB repair will be measured on the area basis of surface area stabilized to the full depth as shown. The surface area will be determined by horizontal measurements. In areas where directed to stabilize to a depth other than shown, the areas will be adjusted by converting to an equivalent number of square yards on a proportionate volume basis.

### **Payment**

**00332.90 Payment** – The accepted quantities of ICTB repair will be paid for at the Contract unit price, per square yard, for the item "18 Inch ICTB Repair".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all

Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for saw-cutting, excavation, geosynthetic, Aggregate Backfill Material, or water.

## **SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the 2018 Oregon Standard Specifications for Construction modified as follows:

Add the following subsection:

**00440.01 Terminology** - For the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Add the following subsection:

### **00440.02 Abbreviations and Definitions:**

**ASTV – Actual Strength Test Value** – See 02001.02 for definition.

### **00440.12 Properties of Commercial Grade Concrete –**

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

### **00440.14(d) Hardened CGC** - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

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

Comply with Section 00490 of the 2018 Oregon Standard Specifications for Constructions modified as follows:

**00490.40 General** – There are stormwater system components and structures located within the ICTB area that are shallow and identified on the Plans. Prior to ICTB work, expose these components and structures and protect them. Manually mix the ICTB mixture in the vicinity of the component or structure if the equipment cannot perform the Work without risking damage to the component or structure.

### **00490.46 Adjusting Manholes:**

**(f) Adjusting Manholes for Pavement** – Bid Item 24, Minor Adjustment of Manholes - Manholes, rings, lids and concrete surrounds shall be removed to allow for grinding and paving operations. After paving, surrounding area of asphalt shall be cut, new rings and lids set to grade, and reinforced concrete surrounds placed as shown on Springfield Standard Drawing 4-1A, with the exception of the specified concrete. Concrete for adjusting manholes shall be 4,000 psi rapid set concrete. Contractor will furnish new rings and lids.

### **00490.47 Adjusting Catch Basins and Inlets:**

**(e) Inlet Cover Replacement** – Where shown, replace curb inlet covers with precast upper sections according to City Standard Drawings 4-10 and 4-10A.

### **00490.48 Adjusting Boxes, Cleanout Lids and Similar Structures:**

Adjust SUB Water valve boxes for grinding and paving - Bid Item 22, Adjusting Boxes. After paving, cut and remove asphalt, set new valve box and place reinforced concrete as shown on SUB Water Standard Drawing W1.16.1, with the exception of the specified concrete. The valve box concrete surrounds shall use 4,000 psi rapid set concrete. Contractor will furnish Model 910 Valve box and lid from Olympic Foundry, East Jordan Iron Works or approved equal.

Lower all other boxes, cleanout lids and similar structures below the ICTB pulverizing and mixing depth prior to performing ICTB work. Raise all the structures to finished grade following final resurfacing.

**00490.80 Measurement** – The quantities of work around shallow pipes and structures will be measured on the area basis of the finished surface, limited to the Neat Lines shown or as directed.

The quantities of inlet cover replacements will be measured on the unit basis.

**00490.90 Payment** –

- (j) Work Around Shallow Pipes and Structures .....Square Foot
- (k) Inlet Cover Replacements.....Each

**SECTION 00620 - COLD PLANE PAVEMENT REMOVAL**

Comply with Section 00620 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00620.00 Scope** - Add the following to the end of this subsection:

Cold plane areas of 52<sup>nd</sup> Street, High Banks Road, 58<sup>th</sup> Street, and Thurston Road as shown.

**SECTION 00640 – AGGREGATE BASE AND SHOULDERS**

Comply with Section 00640 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00640.00 Scope** - Add the following to the end of this subsection:

Aggregate base used for aggregate under, ADA curb ramps and curb and gutter adjacent to ADA curb ramps to be retrofitted, is incidental to the concrete bid items.

**00640.10 Materials** - Base aggregate shall be 3/4" - 0 size.

**00640.80 Measurement** – No measurement shall be made for aggregate base used for aggregate under ADA curb ramps and curb and gutters adjacent to ADA curb ramps to be retrofitted.

**00640.90 Payment** - No payment shall be made for aggregate base under concrete walks, ADA curb ramps, curbs, and gutters.

**SECTION 00643 – IN-PLACE CEMENT TREATED BASE**

Section 00643, which is not a Standard Specification, is included in this Project by Special Provision.

**Description**

**00643.00 Scope** – This Work consists of constructing a reclaimed cement treated base by pulverizing and mixing the existing base rock and subgrade materials with cement and water, and compacting and grading the cement treated base to the lines, grades, thicknesses and cross sections required.



**00643.01 Abbreviations:**

- ICTB** - In Place Cement Treated Base
- ACP** – Asphalt Concrete Pavement
- MFTP** – Manual of Field Test Procedures

**Materials**

**00643.10 Materials:**

**(a) Pulverized Material** - The reclaimed pulverized material shall conform to the following gradation requirements:

<u>Sieve Size</u>	<u>% Passing</u>
3 inch	100
1 ½ inch	95 – 100
1 inch	90 – 100
#4	55 - 75

**(b) Cementitious Materials** - The cementitious materials shall be a blend of slag or fly ash modifiers with portland cement. Furnish slag or fly ash modifiers conforming to the requirements of Section 02030. Furnish Portland Cement Type I or II conforming to the requirements of Section 02010.

**(c) Fine Aggregate (Sand)** - Furnish fine aggregate meeting the requirements of 02690.30 for use in the cement slurry. The fine aggregate shall be in a saturated surface dry (SSD) moisture condition as determined by AASHTO T 84 and AASHTO T 85.

**(d) Hydration Stabilizing Admixture** - Furnish an admixture to retard set time of cement slurry meeting the requirements of Section 02040.

**(1) Water**- Furnish water for mixing or curing meeting the requirements of Section 02020.

**(2) Emulsified Asphalt Cement for Cure Seal** - Furnish CSS-1 emulsified asphalt cement for FDR base cure seal meeting the requirements of Section 00730.

**00643.11 Cement Slurry Mix Design** - Provide cement slurry that is a workable mixture, moderately stiff, uniform in composition and consistency and having the following properties:

- Cementitious Materials consisting of portland cement and supplementary cementitious material blended at a 1:1 ratio.
- Cementitious Materials and SSD sand blended at a 1: 1 ratio.
- Maximum W/C ratio of 0.40.
- Sufficient hydration stabilizing admixture to provide a 90-minute delay in slurry set time.

**00643.12 Mix Design** - The mix design establishes the depth of the completed ICTB, the amount of added materials, the amount of portland cement stabilizing agent (cement) to be incorporated into the pulverized mixed material and the maximum dry density and optimum moisture content. The mix design is based on the materials that are found on the project site.

The Engineer may adjust the cement slurry application rate based on observations and daily field samples.

The Mix Design shall be as follows:

- Design soil/base mixture dry unit weight: 135 pcf
- Initial pulverization and mixing depth: 14 inches
- Cement and Sand Slurry Content: 3.5% each
- Finished ICTB compacted depth: 12 inches
- Predominate soil type: Silty sandy gravel (aggregate base)

The percentage of cement and sand slurry shall be based on the dry weight of compacted reclaimed material.

The Contractor shall determine the amount of additional water required to achieve specified compaction.

**00643.15 Quality Control** - Quality control sampling and testing are the responsibility of the Contractor. Provide quality control test results to the Engineer.

**00643.16 Acceptance** - Acceptance of the ICTB will be based on the Engineer's review of the Contractor's quality control documentation.

### **Equipment**

**00643.20 Pulverizing and Mixing Equipment** - Furnish a self-propelled single-shaft or multiple-shaft pulverizer mixer machine specifically made for reclamation and capable of reclaiming the existing material to a minimum depth of 16 inches. The machine shall be equipped with automatic depth control and maintain a constant cutting depth and width. It shall be capable of pulverizing and mixing existing asphalt concrete, base rock and soil, injecting water at controlled rates and mixing cement into the reclaimed material to produce a homogeneous mixture. All pulverizing and mixing shall be performed with this machine.

Agricultural disks or motor graders are not acceptable mixing equipment.

Pulverizing and mixing equipment shall be approved by the Engineer prior to use.

**00643.22 Cement Slurry Spreading Equipment** - Furnish cement slurry spreading equipment consisting of a self-propelled, tracked paving machine weighing a minimum 10,000 lbs and maximum 20,000 lbs. with an adjustable screed capable of evenly spreading slurry to a specified thickness. The Contractor may propose an alternate method of spreading the cement slurry directly on the grade, provided that they can provide either equipment and/or personnel to rake or move the slurry to a consistent depth.

**00643.23 Grading Equipment** - Provide grading equipment capable of spreading the reclaimed material and striking it off to designated lines, grades and transverse slopes without segregation, dragging or fracturing of aggregate.

**00643.24 Compaction Equipment** - Provide self-propelled vibratory tamping foot and steel wheel rollers capable of reversing without backlash. Tamping foot rollers shall have a minimum gross static weight of 15 tons and smooth-wheel rollers shall have a minimum gross static weight of 12 tons.

**00643.25 Water Trucks** - Provide a water truck with a maximum gross vehicle weight of 26,000 pounds to provide water used to keep the surface of the mixed material damp until the seal coat is applied.

**00643.26 Asphalt Distributor** - Provide an asphalt distributor to apply the ICTB base cure seal coat complying with the requirements of Section 00730.

### **Labor**

**00643.30 Quality Control Personnel** - Provide technicians having the following technical certifications:

- CEBT – Certified Embankment and Base Technician
- CAgT – Certified Aggregate Technician
- CDT – Certified Density Technician

### **Construction**

**00643.40 Seasonal and Temperature Limitations** - Do not perform reclaiming operations when the weather conditions are such that proper mixing, shaping, and compacting of the reclaimed material cannot be accomplished. Do not perform cement placement and mixing when it is raining, or when wet-ground conditions exist.

**00643.41 Pre-ICTB Conference** - Supervisory personnel of the Contractor, including any subcontractors who are to be involved in the ICTB Work, shall meet with the Engineer at a mutually agreed time to discuss methods of accomplishing the Work. A representative of the Contractor responsible for the quality control on the project shall also attend.

At least five Calendar Days prior to the Pre-ICTB conference, submit the following to the Engineer:

- List of proposed equipment
- Schedule showing phasing for each ICTB section
  - Include plan for coordination of ICTB curing, paving, heavy vehicle re-routing, and providing local access
- Proposed construction methodology
- Plan for review and potholing of subsurface utilities and any areas requiring special attention.
- Quality control plan
- Review of potential utility conflicts including location, depth to utilities, and a plan to protect existing utilities during construction.

**00643.43 Pulverizing and Mixing** - Pulverize, mix, and compact the reclaimed base material in a single lift.

**(a) Initial pulverization, mixing, compacting, and grading -**

- (1)** Pulverize and mix the existing materials in-place to the mix design depth according to 00643.12.
- (2)** After initial pulverizing and mixing, grade and compact the material per 00643.44.
- (3)** Excavate surplus material as necessary so that the finish grade, after final mixing, shaping and compaction, complies with the Plans and Specifications. Account for shrink/swell of material after addition of cement. Complete compaction after grading with a smooth wheel roller.

**(b) Final mixing, compacting and grading -**

- (1)** Immediately prior to final mixing operations, apply the cement slurry to the reclaimed material at the specified rate that meets the mix design. The Engineer may vary the application rate of the cement slurry based on the aggregate and subgrade materials and mixture moisture content. The

cement slurry shall be controlled within +/-0.50% of the target established by the mix design or as directed.

- (2) Do not place cement slurry on the grade more than 200 feet ahead of the mixing equipment. Do not allow vehicles to drive through the cement.
- (3) Begin final mixing as soon as possible after the cement has been spread, and continue until a homogeneous mixture of aggregate, soil, cement and water is achieved which meets the gradation, cement content and moisture content requirements throughout the full design depth and width and is free of soil clumps. The Engineer may require multiple mixing passes in order to achieve a uniform and homogeneously mixed material. If multiple passes of the equipment are required, overlap each pass a minimum 6 inches.
- (4) The time from cement slurry batching until start of on-site mixing shall not exceed 90 minutes. If this time is exceeded, the Engineer may require the cement slurry be removed and disposed of. New cement slurry shall be applied at no additional cost to the Agency when the Contractor is ready to start the mixing Work.
- (5) Cement slurry application, mixing, spreading, compacting, shaping and finishing shall be continuous and completed within 3 hours from the start of mixing. The timing of the cement slurry application and mixing shall be coordinated to allow compaction, shaping and finishing of the treated material to occur prior to the end of the allowable 3-hour period. Sections of the ICTB Work that have not been completely shaped, compacted and finished within 3 hours of mixing the reclaimed material with cement slurry, shall be re-treated with cement slurry at a rate directed by the Engineer, and re-mixed, reshaped and re-compacted to the requirements of this Section.
- (6) Any cement slurry treated material that has not been compacted and graded shall not be left undisturbed for longer than 30 minutes. If this time limit is exceeded, the Engineer may require the material to be remixed with cement slurry to allow for compaction and/or grading and to correct for partial cement hydration.
- (7) Following mixing in the cement slurry, the surface of the treated material shall be kept continuously moist using a fine water spray until completion of the curing seal application.

Failure to comply with any of the above requirements is cause for the Engineer to order any or all portions of the Work to stop until the Work is brought into compliance or to repeat the treatment of the material at no additional cost to the Agency.

**00643.44 Compaction** - Begin the final compaction Work specified in 00643.43 by compacting with a tamping foot roller operated in non-vibratory mode and continuing until the roller pads walk out of the reclaimed mix. Discontinue any type of rolling resulting in cracking, movement, or other types of distress until such time that the problem can be resolved. If there is a significant change in mix proportions, weather conditions, or other controlling factors, the Engineer will require construction of test strips to check target density. Special attention shall be taken around utility structures and next to curbs to ensure that the material is compacted to the specified depth and density. Vibratory plate compactors shall be used to achieve compaction of the mixture in areas that are inaccessible to the rollers.

Do not begin any grading of the compacted material until the roller pads have walked out of the reclaimed mix. Should grading occur prior to the roller pads completely walking out, the Engineer will stop work except compaction work with the tamping foot roller until satisfied that the roller has completely walked out of the material.

Immediately following compaction with the tamping foot roller, cut to line, grade and cross-slope.

Following grading, use a smooth drum roller, operated in non-vibratory mode, to complete compaction and remove roller marks. As compaction nears completion, if necessary or as required by the Engineer, lightly scarify or broom-drag to remove imprints left by equipment or to prevent compaction planes. Continue compaction until uniform and specified density is obtained. Compaction and finishing shall be done in such a

manner as to produce a dense surface free of compaction planes, cracks, ridges, or loose material.

Compaction shall be visually field verified by the Engineer. If compaction levels are disputed during construction, verification can be by either a field test strip or laboratory testing based on a minimum of 95 percent of the maximum density according to AASHTO T 99, Method C corrected for oversize per AASHTO T224, 1996 Version.

**00643.45 Shaping and Surface Tolerances** – Finish the grade of the compacted ICTB to within a 1/2 inch of the lines and grades shown on the plans or as directed by the Engineer. Surface smoothness shall comply with 00640.44. Shape to achieve planned profile and cross slope, or as directed, and to fill or remove the tamping foot roller marks. If the surface does not meet the specified grade tolerance and smoothness, pre-level the ICTB surface prior to paving with ACP.

**00643.47 Curing -**

- (a) After completion of final compaction and grading of the ICTB, seal the surface for curing with CSS-1 emulsified asphalt cement at a uniform application rate of 0.20-0.25 gallons per square yard to create a sealing membrane. Apply the CSS-1 as soon as possible, but not later than 4 hours after mixing the reclaimed material with cement slurry. The ICTB surface shall be free of all loose and extraneous materials and contain sufficient moisture to prevent excessive penetration of the emulsified asphalt cement prior to applying the CSS-1. ICTB base curing seal coat Work shall also comply with the requirements of Section 00730.
- (b) Apply sand cover immediately after application of the emulsified asphalt cement sufficient to prevent pickup of the sealant by vehicles and equipment.
- (c) Allow ICTB to cure in place for 4 Calendar Days following final grading. Include options to allow local access and re-route heavy vehicles during curing time as part of the quality control plan.
- (d) If allowed by the Engineer, the initial lift of asphalt concrete pavement may be placed within 24 hours after ICTB compaction. If this condition is met, application of a curing seal may be omitted provided that the Contractor follows and executes a detailed plan (submitted to, and approved by, the Engineer prior to construction) to maintain a moist condition of the completed ICTB prior to paving.

**00643.50 Preparation for Paving -**

- (a) Proof roll the ICTB immediately prior to paving in accordance with ODOT TM 158 under the observation of the Engineer. Areas exhibiting deflection, reaction or pumping shall be repaired according to Section 00332. Provide an alternative to proof rolling in the quality control plan if asphalt concrete paving is to be completed within the first 24 hours in accordance with 00643.47(d).
- (b) Sawcut and remove damaged or uplifted pavement adjacent to the ICTB base. Sawcut and replace curbs and gutters damaged by the pulverizing operation. Repair to pavement and structures damaged by ICTB process shall be at no additional cost to Agency.
- (c) Remove loose sand, dust and debris prior to paving.

**Maintenance**

**00643.60 Care and Maintenance of Work** - Maintain the ICTB base in good condition until all Work is completed and accepted at the Contractor's expense. Maintenance shall include immediate repairs of any defects that may occur. If it is necessary to replace any ICTB, the replacement depth shall match the design depth of the ICTB or match the depth of the adjacent ICTB, whichever is greater. Repair the ICTB according to 00332. No skin patches will be permitted.

**Measurement**

**00643.80 Measurement -**

- (a) In-Place Cement Treated Base** - The quantity of ICTB will be measured on the area basis of surface area actually treated in accordance with the ICTB requirements included in this Section and as shown on the Plans. The surface area will be determined by horizontal measurements.
- (b) Cementitious Materials** - The quantity of Cementitious Materials used in the cement slurry will be measured on the dry weight basis, excluding water.
- (c) SSD Sand** - The quantity of SSD Sand used in the cement slurry will be measured on the dry weight basis.

**Payment**

**00643.90 Payment** - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) ___ Inch In-Place Cement Treated Base.....	Square Yard
(b) Cementitious Materials .....	Ton
(c) SSD Sand .....	Ton

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

In item (a), the depth of in-place cement treated base will be inserted in the blank.

Item (a) includes furnishing and placing the asphalt cement cure seal and sand cover material.

Payment for repair of areas of ICTB that fail during the proof roll will be made according to Section 00332.

No separate or additional payment will be made for saw cutting at stopping locations of the ICTB process.

**SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

Comply with Section 00730 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00730.90 Payment** – No separate or additional payment will be made for water added to dilute the Emulsified Asphalt used for tack coat after delivery from the asphalt supplier.

**SECTION 00744 – ASPHALT CONCRETE PAVEMENT**

Comply with Section 00744 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00744.00 Scope** - Add the following:

Level 3, 1/2-inch Dense Asphalt Concrete Pavement (ACP) Mixture shall be the Lane County 2020 Approved Mix.

Bid Item 37, Level 2, 1/2 Inch ACP Mixture, shall be used for paving 52<sup>nd</sup> Street, High Banks Road, 58<sup>th</sup> Street as shown on the Plans. Bid Item 38, Level 3, 1/2 Inch ACP Mixture, shall be used for paving Thurston Road as shown on the Plans. Hot Mix ACP will be used.

**00744.90 Payment** - The accepted quantities of ACP incorporated into the project will be paid for at the Contract unit price, per Ton, for item Level 2, 1/2 Inch ACP Mixture, Bid Item 37 and Level 3, 1/2 Inch ACP Mixture, Bid Item 38.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified. No separate or additional payment will be made for asphalt cement, mineral filler, lime, and anti-stripping or other additives.

**SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR**

Comply with Section 00748 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00748.10 Materials** - In the list of Materials, replace the line that begins "Aggregate Subbase" with the following line:

Subbase Aggregate.....00641.10(b)

Add the following subsection:

**00748.11 Aggregate Base** - Base aggregate shall be either 3/4" - 0 or 1" - 0 size.

**00748.43 Aggregates** - Place Aggregate according to 00641.43 and to lines and grades shown or directed. Compact each layer of material until there is no reaction or yielding under the compactor.

**SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES**

Comply with Section 00749 of the 2018 Oregon Standard Specifications for Construction.

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

Comply with Section 00759 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00759.00 Scope** - Add the following to the end of this subsection:

Concrete Curbs, Curb and Gutter, Bid Item 42, shall be constructed according to Springfield Standard Drawings 3-5 and 3-8 where extra curb and gutter needs to be replaced outside the boundaries of Retrofit Concrete Sidewalk Ramps, Bid Item 45.

Concrete Walks, Bid Item 44, shall be constructed according to Springfield Standard Drawing 3-12. This item applies only to sidewalk outside the Retrofit Concrete Sidewalk Ramps limits as directed by the Engineer. 3/4" – 0 aggregate base shall be used.

Retrofit Concrete Sidewalk Ramps, Bid Item 45, shall be constructed according to the Plans. Truncated dome panels shall comply with Springfield Standard Drawing 3-30.

Concrete Curbs, Low Profile Mountable Curb, Bid Item 43, shall be constructed according to ODOT Standard Drawing RD700.

**00759.02 Required Submittals** – Field verify compliance with ADA standards and notify Engineer of any deficiencies.

**00759.90 Payment** – Items (a) and (e) also include aggregate base.

Item (m) also includes:

- restoration work according to 00310.41
- sidewalk transition panels as shown
- aggregate base required for sidewalk ramps, curbs, gutters, and transition panels
- removal and replacement of asphalt concrete pavement adjacent to retrofitted curb ramps

Removal of concrete curbs, gutters, and walks located outside the limits of retrofitted curb ramps will be paid under Section 00310.

### **SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS**

Comply with Section 00850 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00850.40 Plans** - For Projects with partial striping Plans or Projects without striping Plans, document all existing striping that is not shown in the Supplemental Drawings. Submit documentation to the Engineer at least 7 Calendar Days before the loss of existing pavement markings.

**00850.42 Pre-Striping Conference** - Meet with the Engineer and striping Subcontractor, if striping is done by a Subcontractor, at least 2 weeks prior to beginning striping Work to discuss methods and practices of accomplishing all required striping Work. Submit the following in writing at least 5 Calendar Days before the pre-striping conference for approval:

### **SECTION 00855 - PAVEMENT MARKERS**

Comply with Section 00855 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00855.00 Scope** - Add the following to the end of this subsection:

Install pavement markings as shown in the Plans and according to Springfield Standard Drawing 5-21.

### **SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT**

Comply with Section 00860 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00860.00 Scope** - Add the following to the end of this subsection:

Install pavement markings as shown in the Plans and according to Springfield Standard Drawing 5-21.



**SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE**

Comply with Section 00865 of the Standard Specifications.

**SECTION 00867 - TRAVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00867.00 Scope** – Add the following to the end of this subsection:

All striping shall be completed using City approved thermoplastic material. Contractor shall replace all striping removed or damaged through construction activities.

See ODOT Standard Drawing TM530 for placement of pavement markings.

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

**00867.45 Installation - Type B: Preformed, Fused Thermoplastic Film** - Add the following:

Furnish Type B, Preformed Fused Thermoplastic Film, “Permaline” with SWARCO beads 3130, by Ennis- Flint, or approved equivalent for all Type B: Preformed, Fused Thermoplastic Film items.

**00867.45 Installation - Type B-HS: Preformed, Fused Thermoplastic Film High Skid** - Add the following:

Furnish Type B-HS, Preformed Fused Thermoplastic Film High Skid, Pre-Mark Vizigrip (Non-Slip), 125 mil, by Ennis-Flint or approved equivalent for all Type B-HS: Preformed, Fused Thermoplastic Film High Skid items.

**SECTION 00902 – Crosswalk Closure Supports**

Section 00902, which is not a Standard Specification, is included in this Project by Special Provision.

**Description**

**00902.00 Scope** - This work consists of constructing crosswalk closure supports as shown.

**Materials**

**00902.10 Materials** - Furnish materials meeting the following requirements:

- Commercial Grade Concrete ..... 00440
- Steel ..... 01070.10 and 01070.12
- Signs..... 00940

**Construction**

**00902.40 General** - Construct crosswalk closure supports as shown or directed.

**Measurement**

**00902.80 Measurement** - The quantities of crosswalk closure supports will be measured on the unit basis.

**Payment**

**00902.90 Payment** - The accepted quantities of work done under this Section will be paid for at the Contract unit price, per each, for the item "Crosswalk Closure Supports".

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

**SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS**

Comply with Section 00905 of the 2018 Oregon Standard Specifications for Construction.

**SECTION 00920 - SIGN SUPPORT FOOTINGS**

Comply with Section 00920 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00920.10 Materials –**

Reinforcement .....02510

**00920.80 Measurement** - Add the following to the end of this subsection:

The estimated quantities of concrete for Minor Sign Supports are:

<b>Support Type</b>	<b>Quantity</b>
Pipe Sign Supports	2.7 cu. yd.

**SECTION 00930 - METAL SIGN SUPPORTS**

Comply with Section 00930 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**00930.80 Measurement** - Add the following to the end of this subsection:

The estimated quantities of structural steel for Minor Sign Supports are as follows:

<b>Item</b>	<b>Estimated Quantity (Pound)</b>
<b>Minor Sign Supports</b>	
Pipe Sign Supports	1,980

**SECTION 00940 - SIGNS**

Comply with Section 00940 of the 2018 Oregon Standard Specifications for Construction modified as follows:

Add the following subsection:

**00940.50 Maintenance** - Clean signs using a non-abrasive cleaner free of damaging solvents, applied with a sponge or soft bristle brush. Pressure sprayers may be used with prior approval from the Engineer and as long as they don't damage any portion of the sign or sign support. Any damage done to the sign due to cleaning shall be the responsibility of the Contractor.

**00940.80 Measurement** - Add the following to the end of this subsection:

No measurement of quantities will be made for sign cleaning.

**00940.90 Payment** - Add the following pay item:

(g) Sign Maintenance .....Lump Sum

Replace the paragraph that begins "Items (a), (b), and (c)..." with the following paragraph:

Items (a), (b), and (c) include payment for signs constructed with only ASTM Type III, ASTM Type IV, or non-reflective sheeting.

Add the following paragraph:

Item (g) includes payment for cleaning of signs, regardless of sign type. No separate or additional payment will be made for signs damaged by the Contractor during the cleaning process.

**SECTION 01030 - SEEDING**

Comply with Section 01030 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**01030.13(f) Types of Seed Mixes** - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- Permanent Seeding:**

<b>Botanical Name (Common Name)</b>	<b>PLS (lb/acre)</b>	<b>÷ (% Purity (minimum)</b>	<b>x % Germination (minimum)</b>	<b>= Amount (lb/acre)</b>
Hordeum vulgare var Poco (Poco Barley)	52.24	_____	_____	_____
Hordeum brachyantherum (Meadow Barley)	36.57	_____	_____	_____
Bromus carinatus (California Brome)	23.51	_____	_____	_____
Festuca idahoensis romerii (Roemer's Fescue)	7.18	_____	_____	_____
Trifolium fragiferum (Strawberry Clover)	5.22	_____	_____	_____
Clarkia amonea (Farewell to Spring)	1.96	_____	_____	_____
Oenothera elata hookeri (Hooker's Evening Primrose)	1.96	_____	_____	_____
Deschampsia caespitosa (Tufted Hairgrass)	1.31	_____	_____	_____
Agrostis exerata (Spike Bentgrass)	0.65	_____	_____	_____

**SECTION 01040 - PLANTING**

Comply with Section 01040 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**01040.80(b) Topsoil and Wetland Topsoil** - Topsoil and wetland Topsoil will be measured on the volume basis at the time of placement. Trucking invoices may be used to determine volumes if the quantities are verifiable to the satisfaction of the Engineer.

**01040.80(f) Mulch** - Mulch will be measured on the volume basis at the time of placement, or on the weight basis. Trucking invoices may be used to determine volumes if the quantities are verifiable to the satisfaction of the Engineer.

**01040.90(d) Plant Materials** - Partial payments for plant Materials will be made as follows:

At the time of the original planting.....	60%
After the first plant establishment inspection .....	10%
After the second plant establishment inspection .....	10%
After the third plant establishment inspection .....	10%
At completion of the establishment period.....	10%

**SECTION 01160 - HYDRANTS AND APPURTENANCES**

Comply with Section 01160 of the 2018 Oregon Standard Specifications for Construction.  
SECTION 02040 - CHEMICAL ADMIXTURES

Comply with Section 02040 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**02040.10 Materials** - Furnish admixtures from the QPL.

**SECTION 02050 - CURING MATERIALS**

Comply with Section 02050 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**02050.10 Liquid Compounds** - Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

**02050.20 Polyethylene Films** - Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

**SECTION 02510 - REINFORCEMENT**

Comply with Section 02510 of the 2018 Oregon Standard Specifications for Construction modified as follows:

**02510.10 Deformed Bar Reinforcement** - Furnish deformed bar reinforcement from the QPL and conforming to the requirements of ASTM A 706, AASHTO M31 (ASTM A615), or AASHTO M334 (ASTM A1035)

CS). Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

**02510.20 Mechanical Splices** - Furnish mechanical splices from the QPL. Where bars of different sizes or strengths are connected, the governing strength shall be the strength of the smaller or weaker bar.

- Type 1 Mechanical Splices - Furnish Type 1 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars. Type 1 Mechanical Splices are not allowed for column bars.
- Type 2 Mechanical Splices - Furnish Type 2 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars and 100 percent of the specified tensile strength of the reinforcing bars.
- Total slip displacement - Measure displacement after loading in tension to 30.0 ksi and relaxing to 3.0 ksi. The displacement for bars up to No. 14 shall not exceed 0.01 inches. The displacement for No. 18 bar shall not exceed 0.03 inches.

**02510.25 Headed Bar Reinforcement** - Ferrous filler coupling sleeves and welded headed steel bars are not allowed for concrete reinforcement.

## **SECTION 02560 - FASTENERS**

Comply with Section 02560 of the 2018 Oregon Standard Specifications for Construction modified as follows:

Add the following subsection:

**02560.05 Geometry** - Bolt or rod length used shall be such that the end of the bolt or rod extends beyond or is at least flush with the outer face of the nut when properly installed.

**02560.10(b) Nuts** - Nuts for carbon steel bolts shall conform to the requirements of the following, or equivalent:

### **Plain (Noncoated) Bolts:**

- 1/4" - 1 1/2" - ASTM A563, Grade A, Hex
- Over 1 1/2" - 4" - ASTM A563, Grade A, Heavy Hex

### **Galvanized Bolts:**

- All - ASTM A563, Grade A, C, D, or DH, Heavy Hex

**02560.20(a) Bolts:** High-strength bolts used in noncoated weathering steel connections shall be Type 3. High-strength bolts shall conform to the requirements of the following:

### **Heavy Hex Head:**

- ASTM F3125, Grade A325

### **Twist-Off:**

- ASTM F3125, Grade F1852

**(b) Nuts** - Nuts for high-strength bolts shall conform to the requirements of the following, or equivalent:

**Type 1 Plain (Noncoated) Bolts:**

- All - Heavy Hex ASTM A563, Grade C, D, or DH

**Type 1 Galvanized Bolts:**

- All - Heavy Hex ASTM A563, Grade DH

**Type 3 Bolts:**

- All - Heavy Hex ASTM A563, Grade C3 or DH3

**02560.30(c) Nuts** – Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

**Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:**

- All - Heavy Hex ASTM A563, Grade A

**Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:**

- All - Heavy Hex ASTM A563, Grade A, C, D, or DH

**Plain Or Galvanized High-Strength Tie Rods, Anchor Bolts, or Anchor Rods:**

- All - Heavy Hex ASTM A563, Grade DH

**02560.40 Galvanizing and Coating -**

**(a) High Strength Fasteners** - When specified, hot-dip galvanize Grade A325 fasteners or mechanically deposit zinc to Grade F1852 fasteners according to ASTM F3125.

**(b) Tie Rods, Anchor Bolts, Anchor Rods and Carbon Fasteners** - Hot-dip galvanize, tie rods, anchor bolts, anchor rods, nuts, washers and carbon fasteners according to ASTM F2329 as appropriate to the product.

Overtap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to ASTM A563.

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

**(c) Direct Tension Indicators** – When specified, apply mechanically deposited zinc according to ASTM F959.

**(d) Repair of Hot-Dip Galvanizing** - Repair damaged hot-dip galvanizing according to ASTM A780. Minimum zinc content for Method A2 is 94 percent on the dry film.

**02560.60(b) Other Test Requirements** - In the paragraph that begins "Wedge test all bolts according..." replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

## **02560.70 Lubricating Fasteners -**

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

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

Protect fasteners from dirt and moisture at the Project site.

Retest heavy hex head fasteners that do not pass the field rotational capacity test. Clean and relubricate heavy hex head fasteners with a lubricant from the QPL prior to retesting.

Relubrication of Twist-Off fasteners is not permitted.

## **SECTION 02910 - SIGN MATERIALS**

Comply with Section 02910 of the 2018 Oregon Standard Specifications for Construction modified as follows:

### **02910.20 Reflective and Retroreflective Sheeting -**

#### **"Retroreflective Sheeting"**

**02910.20(a) General** - Use retroreflective sheeting from the QPL and the following:

**02910.32(b) Retroreflective Sheeting Legend** – Removable legend shall be fabricated with sheeting conforming to 02910.20 that is permanently adhered to a flat aluminum frame.

**02910.40 Hardware** - The bolts, nuts, and washers used to fabricate, and erect signs shall be aluminum alloy, stainless steel, or hot-dip galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel for bolts, nuts, and washers shall be Type 304 or Type 316. Galvanized steel bolts, nuts and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

#### **02910.75(a) Warranty Period –**

- For retroreflective ASTM Type III and Type IV sheeting used for permanent signs, the warranty period shall be for 10 years.
- For retroreflective ASTM Type IX and Type XI sheeting used for permanent signs, the warranty period shall be for 12 years.

#### **02910.75(b) Failure –**

70 percent of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D4956 for the remaining 3 years of the warranty period for Type III and Type IV sheeting and remaining 5 years of the warranty period for Type IX and Type XI sheeting.

**02910.75(c) Remedy –**

- For the remaining 3 years (5 years for ASTM Type IX and Type XI sheeting), furnish replacement sheeting required to restore the sign panel to a condition that meets the Specifications.