



## City of Tigard

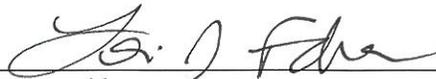
13125 SW Hall Blvd  
Tigard, Oregon 97223  
Phone: (503) 639-4171  
Fax: (503) 684-2797

### CONTRACT DOCUMENTS for the construction of

### SIDEWALK INFILL – N. DAKOTA STREET AND 95<sup>TH</sup> AVENUE

Project No.: 95045





Approved by:

Bid Proposals Due & Bids Open: February 2, 2016 - 2:00 PM



# CITY OF TIGARD, OREGON

## CONTRACT DOCUMENTS

### N. DAKOTA STREET AND 95<sup>TH</sup> AVENUE

Project No.: 95045

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**DATE DUE:** February 2, 2016  
**TIME DUE:** 2:00 pm

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Envelopes must be sealed and marked with project title.  
Bidders must submit one (1) original of their Bid.

If a bid exceeds \$100,000, Bidders must submit a First Tier Subcontractor Disclosure Form, provided in this packet, to the City no later than 4:00 pm, February 2, 2016

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**PROJECT MANAGER:**

Mike McCarthy  
City of Tigard, Public Works Engineering  
Phone: (503) 718-2462  
Fax: 503-624-0752  
Email: [mikem@tigard-or.gov](mailto:mikem@tigard-or.gov)

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**QUESTIONS REGARDING THE BID:**

Joe Barrett, Sr. Management Analyst  
City of Tigard, Procurement Office  
Phone: 503-718-2477  
Fax: 503-684-2797  
Email: [joseph@tigard-or.gov](mailto:joseph@tigard-or.gov)

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**SUBMIT BIDS TO:**

Joe Barrett, Sr. Management Analyst  
City of Tigard – Utility Billing Counter  
13125 SW Hall Blvd  
Tigard, Oregon 97223

**CITY OF TIGARD**  
**ADVERTISEMENT FOR BIDS**  
**SIDEWALK INFILL – N. DAKOTA STREET AND 95<sup>TH</sup> AVENUE**

The City of Tigard will receive sealed bids from qualified firms at Tigard City Hall's Utility Billing Counter located at 13125 SW Hall Blvd., Tigard, Oregon 97223 until 2:00 pm local time, February 2, 2016 for the Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue construction project. Bids will be opened and publicly read aloud immediately after the bid's closing time and date at Tigard City Hall.

The project generally consists of the following:

1. Construction of Porous Concrete Sidewalk
2. Construction of Concrete Curbs and Ramps
3. Asphalt Concrete Paving
4. Stormwater Improvements
5. Rectangular Rapid Flashing Beacon Installation
6. Temporary signage, protection, and traffic control
7. Performance of additional and incidental work as called for by specifications and plans.

Basis of Bid Award shall incorporate all items identified on the Bid Schedule.

Pursuant to Tigard Public Contracting Rule 30.055, all bidders must submit a bid security to the City along with their bid in an amount equal to ten percent (10%) of their base bid. In the event a bid exceeds \$100,000, Bidders must submit a First Tier Subcontractor Disclosure Form, provided in this packet, to the City no later than 4:00 pm local time, February 2, 2016.

The City anticipates this will be a prevailing wage rate project. The provisions of ORS Chapters 279A and 279C and all other Oregon and Federal provisions pertaining to minimum salaries and wages shall be incorporated by reference as if fully set forth in any contract resulting from this Invitation to Bid. Contractor shall provide proof to the City prior to the beginning of any of the work that the Contractor has filed a public works bond with a corporate surety in the amount of \$30,000 with the Construction Contractors Board as required under Oregon PWR law.

No bid will be considered unless fully completed in a manner provided in the bid packet. Facsimile and electronic (email) bids will not be accepted nor will bids be accepted after the stated opening date and time. Bids received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

Bid packets may be obtained in person at Tigard City Hall's Utility Billing Counter located at 13125 SW Hall Blvd., Tigard, Oregon 97223, or by contacting Joe Barrett, Sr. Management Analyst, at either (503) 718-2477 or [joseph@tigard-or.gov](mailto:joseph@tigard-or.gov). The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City if it is in the public interest to do so.

Published: Daily Journal of Commerce  
Date: January 20, 2016

Published: The Oregonian  
Date: January 20, 2016

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## **I. INSTRUCTIONS TO BIDDERS**

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## **SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES**

This Section replaces Section 00120 of the 2008 edition of the Oregon Standard Specifications for Construction.

**00120.00 Bid Closing Time and Date** - The advertisement, included in the Bid Booklet sets the deadline date and time for submitting bids.

**00120.01 General Bidding Requirements** - Bidders may obtain and submit Bids by paper before the deadline stated in the Advertisement for Bid and at the location stated in the Advertisement for Bid.

**00120.05 Requests for Solicitation Documents** - Informational Plans and Specifications (not for bidding) are available at the City of Tigard, 13125 SW Hall Blvd. Tigard, OR 97223 at no charge.

Copies of the Oregon Standard Specifications may be purchased at the ODOT Procurement Office - Construction, Contractor Plans, 455 Airport Road SE, Building K, Salem, Oregon 97301-5348 (telephone (503) 986-6936). The Oregon Standard Specification can be obtained on line free of charge at [http://www.oregon.gov/ODOT/HWY/SPECS/standard\\_specifications.shtml](http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml).

**(a) Paper Bids** - Bidders must obtain Solicitation Documents from the City of Tigard, 13125 SW Hall Blvd., Tigard, OR 97223. Each request must include both the name of the person ordering or obtaining the Solicitation Documents, and the name of the Entity intending to use them. (The City will add the name of the Entity intending to use the Solicitation Documents to the list of Holders of Bidding Plans.) Bidders are cautioned that only Solicitation Documents obtained from the City of Tigard may be used to submit Bids.

**(b) Standards and Specifications** - The work embraced herein shall be done in accordance with the following standards and specifications.

City of Tigard Public Improvement Design Standards

CWS Design and Construction Standards 07-20

Supplementary General Conditions

Manual on Uniform Traffic Control Devices (MUTCD)

Oregon Standard Specifications Version 2008 – Volumes 1 & 2

Download from the City's web site

[www.cleanwaterservices.org](http://www.cleanwaterservices.org)

Included in the Bid Booklet

Available from ODOT

Copies of these standards and specifications can be found at the locations stated above.

**00120.10 Bid Booklet** - The Bid Booklet may include, but is not limited to:

- Proposal
- Acknowledgement of Addenda
- Bid Certifications
- First Tier Subcontractor Disclosure
- Bid Bond

By signing the Certificate of non-collusion, Bidder certifies that this bid/proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered** - Before submitting a Bid, Bidders shall carefully examine the site of the proposed Work, the Bid Booklet, Plans, and Specifications. Bidders shall also contact Utility owners to verify all Utilities' anticipated involvement on the Project Site. Bidders are also encouraged to review any subsurface investigation material

referenced in 00120.25 that may be available. Submission of a Bid will constitute confirmation that the Bidder has examined the Project Site and Solicitation Documents, finds the Plans and Specifications to be sufficiently detailed and accurate to enable Bidder to properly perform the Work, and understands the conditions to be encountered in performing the Work and all requirements of the Contract.

The City and its employees will not be responsible for loss or unanticipated costs suffered by the Bidder because of the Bidder's failure to become fully informed about all conditions of the Work, or failure to request clarification of Plans and Specifications Bidder believes to be erroneous or incomplete.

- (a) Clarifications** - Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing through the Procurement Office. Requests shall be made in sufficient time for the Agency's reply to reach all Bidders before Bid Closing. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the City must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Procurement Office. Such notification shall also be made in sufficient time for the City to make any necessary modifications and issue Addenda to Bidders prior to Bid Closing.
  
- (b) Protest of Specifications or Terms** - A bidder who believes any specifications or terms detailed in the bid packet or sample contract (Attachment F) are unnecessarily restrictive or limit competition may submit a protest in writing, to the Procurement Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the specifications or terms. The Procurement Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Bidders.

To be considered, protests must be received at least seven- (7) calendar days before the bid closing date. The City shall not consider any protest against award due to the content of bid specifications or contract terms submitted after the established protest deadline. All protests should be directed to the Procurement Office and be marked as follows:

**Bid Specification/Term Protest**

Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue  
City of Tigard  
Attn: Joe Barrett, Sr. Management Analyst  
13125 SW Hall Blvd.  
Tigard, Oregon 97223

If a bid protest is received in accordance with section above, the bid opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the bid documents.

The City is not obligated to consider any protests unless the issue has first been submitted for clarification and a decision issued under subparagraph (a) above.

**00120.16 Material, Equipment, and Method Substitutions** - When the Contract specifies certain Materials, Equipment, and/or methods, the Bidder shall include those Materials, Equipment, and/or methods in the Bid unless the Engineer has issued an Addendum granting approval to substitute. The procedure for requesting approval is as follows:

- (a) **Written Request** - If a Bidder proposes to use Materials, Equipment and/or methods other than those specified, the Bidder shall send a written request to the Engineer, at least seven Calendar Days prior to Bid Opening, including complete descriptive and technical information on the proposed Materials, Equipment and/or methods.
- (b) **Functional Similarity** - Materials and Equipment proposed for substitution shall be similar in design, and equal or better in quality and function to those specified.
- (c) **Manufacturer's Information** - If manufacturers' brochures or information is needed, the Bidder shall submit three copies of each with all pertinent information clearly marked.
- (d) **Differences** - The Bidder shall specifically note all differences between the specified Materials, Equipment and/or methods and the proposed substitutes.
- (e) **Cost** - Where a substitute will result in alteration of the design or space requirements, or any other modifications to the Plans, the Bidder shall include in the substitution request all items of cost for the revised design and construction.
- (f) **Notification of Holders of Bidding Plans** - If the Engineer approves any proposed substitution, such approval, and any modifications necessitated to the design and construction by the substitution, will be acknowledged by Addenda.

Unless the Engineer has approved substitutions of Materials, Equipment, and/or methods prior to opening of Bids, the Bidder shall furnish the items specified in the Contract. Substitution after Award is specified in 00180.31(b), 00180.31(c), and 00180.31(d).

**00120.17 Use of City-Owned Land for Staging or Storage Areas** - The Contractor may use Agency-owned property for staging or storage areas, subject to the following limitations:

- (a) **Within Normal Right-of-Way Limits** - If approved by the Engineer, the Contractor may use available property within the normal Right-of-Way limits for the purpose of constructing improvements under the Contract, as long as such use does not unduly impede other legitimate users of the Right-of-Way or adjacent properties. Where the City owns, or has rights to, other adjacent properties in the Project area, "normal Right-of-Way" is limited to a line drawn across that property connecting the normal Right-of-Way limits on either side of the property.
- (b) **Outside Normal Right-of-Way Limits** - The Contractor may not use City-owned property outside of normal Right-of-Way limits for the Project without the approval of the City.  
If a Bidder obtains approval before submitting a Bid, use of the property will be at no cost to the Contractor, or at a cost stated by the Engineer upon granting approval, as confirmed by Addendum.

If approval is not obtained before submitting a Bid, and the Contractor proposes to use City-owned property outside the normal Right-of-Way limits, then use of the property may be approved by the Engineer, but the Contractor will be assessed fair market value, as determined by the Engineer, for use of the property.

- (c) **Restrictions on Use** - Contractors shall comply with all applicable laws, ordinances, and regulations pertaining to use of City-owned property, and shall:
  - Not cause unreasonable impacts on traffic and other facility users.

- Clean up all hazardous materials deposited by, or resulting from, Contractor operations.
- Be responsible for all costs associated with use of the property.

**00120.20 Interpretation of Quantities in Bid Schedule** - Quantities appearing in the Bid Schedule are approximate and are provided only for comparison of Bids. The City does not warrant that the actual individual items, amount of Work, or quantities will correspond to those shown in the Bid Schedule. Payment to the Contractor will be made only for actual quantities of Work performed and accepted or Materials furnished and accepted, as required by the Contract. Quantities of Work to be performed and Materials to be furnished may each be increased, decreased, or omitted as provided in 00120.30 and 00140.30.

**00120.25 Subsurface Investigations** - If the City or its consultant has conducted subsurface or geologic investigations of the proposed Project Site, the results of the investigations may be included in written reports. If reports have been prepared, copies will be available at the Engineer's office. If the City has retained subsurface samples, they will also be available for inspection. Bidders and the Contractor may make arrangements for viewing the samples through the City's office.

The availability of subsurface information from the City is solely for the convenience of the Bidder and shall not relieve the Bidder or the Contractor of any risk, duty to make examinations and investigations as required by 00120.15, or other responsibility under the Contract Documents. It is mutually agreed to by all parties that:

- The written report(s) are reference documents and not part of the Contract Documents.
- The subsurface investigations made by the City are for the purpose of obtaining data for planning and design of the Project.
- The data concerning borings is intended to represent with reasonable accuracy conditions and materials found in specific borings at the time the borings were made.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - The City may modify the Solicitation Documents by issuance of an "Addendum" to all prospective bidders within a reasonable time prior to bid closing to allow bidders to consider them in preparing their bids, but in no case less than 48 hours before the bid closing. If an Addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the Solicitation Documents, must be acknowledged by submitting the "Acknowledgment of Addendum" (Attachment B) with a proposal. Only questions that are answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**00120.40 Preparation of Bids:**

- (a) Bidding Considerations** - Bids must be prepared on the Bid Proposal included in Attachment A and must be completed, signed, dated, and submitted prior to the closing date and time. All bids shall be prepared and submitted in ink or typewritten. By submitting a completed Bid Form, the Bidder is stating their conformance with all requirements of the Invitation to Bid which will be incorporated into any subsequent contract. Failure to comply with all requirements set forth in the Invitation to Bid may result in the rejection of a bid.

Bidders may refer to the following Subsections for requirements that may affect bidding considerations:

- 00120.80, Preference for Oregon Resident Bidders
- 00130.80, Restrictions on Commencement of Work
- 00150.55, Coordination of Work
- 00150.75, Protection and Maintenance of Work
- 00160.20(a), Buy America
- 00160.20(b), Buy Oregon
- 00180.20, Subcontracting Limitations
- 00180.21, Subcontracting
- 00195.50(a-1), Incidentals
- 00195.00(a), Cost of Insurance and Bonds

**(b) Paper Bids** - The Bidders shall not alter, in any manner, the paper documents bound within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the paper Bid Booklet. Entries in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink, except for changes submitted by facsimile (FAX) transmission as provided by 00120.60 (in which case FAX signatures shall be considered originals).

The Bidder shall properly complete and bind all the paper documents in the Bid Section, as specified in 00120.10, between the front and back covers of the Bid Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided. (see 00120.40(e)).

**(c) Recyclable Products** - Bidders shall use recyclable products to the maximum extent economically feasible in the performance of the contract set forth in this document.

**(d) Bid Schedule Entries** - Using figures, Bidders shall fill in all blank spaces in the paper Bid Schedule. For each item in the paper Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Bidders shall also enter the total amount of the Bid obtained by adding amounts for all items in the paper Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed.

**(e) Bidder's Address and Signature Pages** - Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed by a duly authorized representative of the Bidder.

**(f) Bid Guaranty** - All Bids shall be accompanied by a Bid guaranty in the amount of 10% of the total amount of the Bid. The Bid guaranty shall be either a Surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 or security in the form of a cashier's check or certified check made payable to the Agency. (see ORS 279C.365(4)).

If a Surety bond is submitted, Bidders shall use the Agency's standard Bid Bond form included with the paper Bid Booklet. Bidders shall submit the bond with original signatures and the Surety's seal affixed. The Bid guaranty shall be submitted by mail, delivery service, or hand delivered to the offices and addresses, and at the times given in the paper Bid Booklet

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon. Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70. A Bidders bid security shall be forfeited if the Bidder fails to execute the contract promptly and properly if so awarded. The bid security of all unsuccessful bidders shall be returned after a contract has been executed or all bids have been rejected.

**(g) Disclosure of First-Tier Subcontractors** - If a Bidder's Bid on a public improvement Project exceeds \$100,000, the Bidder shall, within two working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

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

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure Form may be submitted for a paper Bid either:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid at the time and place designated for receipt of Bids;
- By removing it from the paper Bid Booklet, filling it out and submitting it separately to the City's Procurement Office.

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the Procurement Office within two working hours of the time designated for receiving Bids. Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

#### **00120.45 Submittal of Bids:**

**(a) Paper Bids** - Paper bids may be submitted by mail, parcel delivery service, or hand delivery to the offices and addresses, and at the times given in the Bid Booklet. Submit paper Bids in a sealed envelope marked with the word "Bid", the name of the Project, and the words "To Be Opened Only by Authorized Personnel" on the outside. If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the paper Bid inside the delivery or courier service's envelope. Closing time for acceptance of paper Bids is the time stated in the Advertisement on the day of Bid Opening.

Paper Bids submitted after the time set for receiving paper Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late paper Bids.

- (b) **Submission** - One (1) original and one copy of the sealed Bid must be received before the stated closing time at the address listed below. To assure that your bid receives priority treatment, please mark as follows.

**SIDEWALK INFILL - N. DAKOTA STREET AND 95TH AVENUE**

**Project No.: 95045**

Due Date: February 2, 2016

City of Tigard – Utility Billing Counter

Attn: Joe Barrett, Sr. Management Analyst

13125 SW Hall Blvd.

Tigard, Oregon 97223

Bidders shall include their firm name and address on the outside of the envelope. It is the bidder's responsibility to ensure that bids are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any bids submitted incorrectly.

- (c) **Bid Opening** - Bids will be opened immediately following the deadline for receiving bids as stated in the Advertisement in Tigard City Hall. Bidders may be present; however, award decisions will not be made at the opening.

**00120.60 Revision or Withdrawal of Bids:**

- (a) **Modifications To Bids** - In accordance with Tigard Public Contracting Rule 30.070 (A), a Bid may be modified after submittal so long as the modification is done in writing prior to the bid's closing time and date. Any modification must be prepared on the submitting company's letterhead, signed by a company representative, and clearly state that the new modification supersedes or modifies the prior bid.

To ensure integrity of the bidding process, the modification must be delivered to the City's Procurement Office in a sealed envelope that is marked "BID MODIFICATION" and list the original bid title and closing date.

- (b) **Withdrawal of Bids** - Tigard Public Contracting Rule 30.070 (B) allows for the withdrawal of a bid so long as the bidding company submits a withdrawal request in writing on company letterhead and signed by a company representative prior to the time and date of bid closing. The withdrawal request shall be delivered to the City's Procurement Office and the bid shall be returned, unopened, to the requesting bidder.

**00120.65 Opening and Comparing Bids** - Bids will be opened and the total price for each Bid will be read publicly at the time and place stated in the Advertisement for Bids. Bidders and other interested parties are invited to be present. Bids for each Project will be compared on the basis of the total amount of each Bid.

The total amount of the Bid will be the total sum computed from quantities listed in all Bid Schedules times unit prices entered by the Bidder. In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the City may make arithmetic corrections on extension amounts. When an error(s) is made in extending total prices, the unit bid price will govern. Bidders are cautioned to recheck their bid for possible error(s). Error(s) discovered after opening cannot be corrected by the bidder and the contractor will be required to perform work at the unit price if their bid is accepted.

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

- The Bid Section documents provided are not properly used or contain unauthorized alterations.
- The Bid is incomplete or incorrectly completed.
- The Bid contains improper additions, deletions, alternate Bids, or conditions.
- The Bid is submitted on documents not obtained directly from the City, or is submitted by a Bidder who has not been identified by the City as a Holder of Bidding Plans, as required by 00120.05.
- A member of a joint venture and the joint venture submit Bids for the same Project. Both Bids may be rejected.
- The Bid has entries not typed or in ink, or has signatures or initials not in ink (save for changes received by FAX as provided by 00120.60).
- Each change or correction is not individually initialed.
- White-out tape or white-out liquid is used to correct item entries.
- The price per unit cannot be determined.
- The Bid guaranty is insufficient or improper.
- The original Bid Bond form is not used or is altered.
- The Oregon Construction Contractors Board registration number and expiration date are not shown on the Bid if required in the Solicitation Document. This requirement applies to State-funded or locally funded Projects, with the exception of Aggregate production and landscape Projects (not required on Federal-Aid Projects).
- A disclosure of first-tier Subcontractors, if required under 00120.40(f), is not received within two working hours of the time Bids are due to be submitted, or the disclosure form is not complete.
- The Bidder has not complied with the DBE requirements of the solicitation.
- The Bid does not acknowledge all issued Addenda.
- The Bid contains entries that are not greater than zero.
- The Bid contains entries with more than two decimals to the right of the decimal point.
- The Bid entries are not expressed in U.S. dollars and cents.

**00120.80 Reciprocal Preference for Oregon Resident Bidders** - This Subsection applies only to Contracts for Projects financed without federal funds. Bidders shall complete the certificate of residency provided by the City in the Bid Booklet. Failure to properly complete the form will be cause to reject the Bid.

As used in the certificate of residency and this Subsection, "Resident Bidder" means a Bidder who has:

- Paid unemployment taxes or income taxes in the State of Oregon during any of the 12 calendar months immediately preceding submission of the Bid;
- A business address in the State of Oregon; and
- Certified in the Bid that the Bidder qualifies as a Resident Bidder.

"Nonresident Bidder" means a Bidder who is not a Resident Bidder as defined above.

In determining the lowest Bid, the City will, for the purpose of awarding the Contract, add a percentage increase to the Bid of a Nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides (ORS 279A.120). The percentage preference applied in each state will be published on or before January 1 of each year by the Oregon Department of Administrative Services. The City

may rely on these percentages without incurring liability to any Bidder (ORS 279A.120). This increase will only be applied to determine the lowest Bid, and will not cause an increase in payment to the Contractor after Award of the Contract.

**00120.90 Disqualification of Bidders** - The Bid(s) of a disqualified Bidder will be rejected. Any of the following reasons is sufficient to disqualify a Bidder:

- More than one Bid is submitted for the same Work by an Entity under the same or different name(s).
- Evidence of collusion among Bidders. Participants in collusion will be found responsible, and may be subject to criminal prosecution.
- Any of the grounds for disqualification cited in ORS 279C.440.

A Bidder will be disqualified if the Bidder has:

- Been declared ineligible by the Commissioner of the Bureau of Labor and Industries under ORS 279C.860;
- Not been registered (licensed) by the Oregon Construction Contractors Board (CCB) or been licensed by the State Landscape Contractors Board before submitting a Bid (ORS 279 C.365(1)(k), ORS 701.055, and ORS 671.530). The Bidder's registration number and expiration date shall be shown in the Bid form, if requested. Failure to furnish the registration number, if requested, will render the Bid non-responsive and subject to rejection. (not required on Federal-Aid projects); or
- Been determined by the CCB under ORS 701.227 not to be qualified to hold or participate in a public contract for a public improvement.

**00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder** - The Bid of a Bidder who is found to be nonresponsive according to the criteria listed in 00130.10 will be rejected. Refer also to ORS 279C.375(2).

**120.95 Public Records** - All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to public inspection.

### **SECTION 00130 – AWARD AND EXECUTION OF CONTRACT**

This Section replaces Section 00130 of the 2008 edition of the Oregon Standard Specifications for Construction.

#### **00130.00 Consideration of Bids**

- (a) The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so.
- (b) The City reserves the right, as allowed under Tigard Public Contracting Rule 30.085 (B) to waive any and all minor informalities that may arise in relation to this bid process. Minor informalities are matters of form rather than substance that are evident from the bid documents, or insignificant mistakes that can be waived or corrected without prejudice to other bidders or the City. The informality shall not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit pricing.

- (c) After opening and reading Bids, the Agency will check them for correct extensions of unit prices and totals. (see 00120.65) The total of extensions, corrected where necessary, will be used by the Agency for Award purposes.
- (d) Bids will be considered and a Contract awarded, if at all, within 60 Calendar Days from the date of Bid Opening, unless an extension beyond that time is agreed to by both parties and acknowledged in writing by the Bidder.

**00130.10 Award of Contract** - After the Bids are opened and a determination is made that a Contract is to be awarded, the Contract will be awarded to the lowest responsible Bidder. For the purposes of this Section, "lowest responsible Bidder" means the lowest Bidder who is not on the list created by the Construction Contractors Board according to ORS 701, and who has:

- Substantially complied with all prescribed public bidding procedures and requirements.
- Available the appropriate financial, Materials, Equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the prospective Bidder to meet all contractual responsibilities.
- A satisfactory record of performance.
- A satisfactory record of integrity.
- Qualified legally to contract with the Agency.
- Supplied all necessary information in connection with the inquiry concerning responsibility. If a prospective Bidder fails to promptly supply information requested by the Agency concerning responsibility, the Agency shall base the determination of responsibility upon any available information, or may find the prospective Bidder not to be responsible.
- Not been disqualified by the public contracting agency under ORS 279C.440.

If the Bidder is found not to have a satisfactory record of performance or integrity, the City will document the record and the reasons for the unsatisfactory finding. The City shall provide notice of intent to award to each bidder submitting a bid. The notice shall state the date, time, and location of the bid award decision. The notice shall include the name of the vendor that staff recommends the contract be awarded to. Any bid comparison sheets shall be included in the notice of intent to award.

The Award will not be final until the later of the following:

- The City has provided a written response to each timely protest, denying the protest and affirming the Award, or
- The Contract is awarded by the awarding authority

If the City accepts a Bid and awards a Contract, the City will send the successful Bidder written notice of acceptance and Award. Notice of Award and Contract booklets ready for execution will be sent within 60 Calendar Days of the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

**00130.15 Right to Protest Award** - In accordance with Tigard Public Contract Rule 30.135 any actual bidder who is adversely affected or aggrieved by the City's intent to award the contract resulting from this Invitation to Bid to another bidder shall have seven (7) calendar days after notice of intent to award to submit to the City a written protest of the notice of award.

In order to be adversely affected or aggrieved, a bidder must claim to be eligible for award of the contract as the lowest responsible bidder and must be next in line for award; i.e. the protester must claim that all lower bidders are ineligible for award because they are non-responsive or non-responsible. The City will not entertain any protest submitted after the time period established under this Invitation to Bid document. The City shall issue a written decision denying or affirming the protest to every bidder providing an address to the City before any action is taken on the contract.

**00130.20 Cancellation of Award** - Without liability to the City, the City may for good cause cancel Award at any time before the Contract is executed by all parties to the Contract, as provided by ORS 279C.395 for rejection of Bids, upon finding it is in the public interest to do so.

**00130.30 Contract Booklet** - Includes the documents listed under Section 4, "Contract Documents," of the Public Improvement Contract (Attachment F).

**00130.40 Contract Bonds, Certificates, and Registrations** - Before the City will execute the Contract, the successful Bidder shall furnish the following bonds, certificates, and registrations:

- (a) **Performance and Payment Bonds** - When Awarded the Contract, the successful Bidder shall furnish a Performance Bond and a Payment Bond of a Surety authorized to do business in the State of Oregon as required by Tigard Public Contracting Rule 30.190(A).

The successful Bidder shall submit the standard bond forms, which are bound in the Contract booklet. Faxed or photocopied bond forms will not be accepted. The amount of each bond shall be equal to the Contract Amount. The Performance Bond and the Payment Bond must be signed by the Surety's authorized Attorney-in-Fact, and the Surety's seal must be affixed to each bond. A power of attorney for the Attorney-in-Fact shall be attached to the bonds in the Contract booklet, which must include bond numbers, and the Surety's original seal must be affixed to the power of attorney. Bonds shall not be canceled without the City's consent, nor will the City normally release them, prior to Contract completion.

When a coating system warranty is required by 00594.75, the Contractor shall furnish a supplemental warranty performance bond, in addition to the regular Performance Bond for the Contract to the City, executed by a surety authorized to do business in the State of Oregon. The supplemental warranty performance bond shall be in the sum of 80% of the full Contract Amount. The bond is to secure the performance by the Contractor of correction work on any coating system defects that the Contractor may be directed by the City to perform.

The Contractor shall use the City-provided form for the bond except that if the surety is a multiple surety, a copy of the form for a bond with multiple sureties shall be obtained from the City. The supplemental warranty performance bond shall be signed by the Surety's authorized Attorney-in-Fact, and the Surety's seal shall be affixed to the bond. A power of attorney for the Attorney-in-Fact shall be attached to the bond in the Contract booklet, which shall include bond numbers, and the Surety's original seal shall be affixed to the power of attorney. A copy of the supplemental warranty performance bond is included near the front of the Special Provisions.

Upon Third Notification, the supplemental warranty performance bond shall become effective and shall continue in full force and effect until the City has advised the Contractor that:

- There are no coating system defects; or

- If the Contractor has been notified that there are coating system defects, the defects have been repaired by the Contractor to the satisfaction of the City as specified under the coating system warranty and the full warranty period has expired.

Supplemental warranty performance bonds cannot be canceled nor can they be released due to possible claims.

**(b) Certificates of Insurance** - The successful Bidder shall furnish the City certificates of insurance applicable to the Project, according to 00170.70. The insurance coverages shall remain in force throughout the performance of the Contract and shall not be allowed to lapse without prior written approval of the City. Bidders may refer to 00170.70 for minimum coverage limits and other requirements. For specified Contracts, certified copies, and in some instances the original, of insurance policies may be required by the Special Provisions.

**(c) Workers' Compensation** - To certify compliance with the workers' compensation insurance coverage required by 00170.61(a) and 00170.70(d), the successful Bidder shall complete and sign the "Certification of Workers' Compensation Coverage" form bound in the Contract booklet.

**(d) Registration Requirements:**

- (1) ORS 701.055 and ORS 671.530 require that Bidders be registered with the Oregon Construction Contractors Board or licensed by the State Landscape Contractors Board prior to submission of a Bid on a Project not involving federal funds. Registration with the Construction Contractors Board or licensing by the State Landscape Contractors Board is not a prerequisite to bidding on Federal-Aid Projects; however, the Agency will not execute a Contract until the Contractor is so registered or licensed.
- (2) Bidders must be registered with the Corporation Division, Oregon Secretary of State, if bidding as a corporation, limited liability company, joint venture, or limited liability partnership, or if operating under an assumed business name and the legal name of each person carrying on the business is not included in the business name.
- (3) A Contractor registered under ORS 701 may bid on a landscaping Project or perform a construction project that includes landscape contracting as a portion of the project if the landscape contracting is subcontracted to a licensed landscaping business as defined in ORS 671.520.
- (4) A landscaping business may bid on a Project or perform a Contract that includes the phase of landscape contracting for which it is not licensed if it employs a landscape contractor, or subcontracts with another licensed landscaping business, licensed for that phase.

**(e) Business Tax and Federal Id No. Required** - The City of Tigard Business Tax is required from the successful Bidder. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business Tax. No contracts shall be signed prior to the obtaining of the City of Tigard Business Tax. Upon award of proposal, contractor shall complete a Federal W-9, Request for Taxpayer Identification Number and Certification Form for the City.

**00130.50 Execution of Contract and Bonds:**

**(a) By the Bidder** - The successful Bidder shall deliver the required number of Contract booklets with the properly executed Contract, Performance Bond, Payment Bond, certification of workers' compensation coverage, and the required certificates of insurance, to the Procurement Office within 15 Calendar Days after the date on which the Contract booklets are sent or otherwise conveyed to the

Bidder under 00130.10. The Bidder shall return the originals of all documents received from the City and named in this Subsection, with original signatures. Certificates of insurance shall also be originals. Certificates of insurance for coverages that are permitted by the City under 00170.70(a) to be obtained by appropriate subcontractors shall be delivered by the Contractor to the City together with the Contractor's request under 00180.21 for approval of the subcontract with that subcontractor. No copies of these documents will be accepted by the City.

Proper execution requires that:

- (1) If the Contractor is a partnership, limited liability partnership, joint venture, or limited liability company, an authorized representative of each Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond, and an authorization to sign shall be attached.
- (2) If the Contractor is a corporation, the President and the Secretary of that corporation shall sign the Contract, Performance Bond, and Payment Bond. However, if other corporate officers are authorized to execute contracts and bonds, the successful Bidder shall furnish with those documents a certified, true and correct copy of the corporate bylaws or minutes stating that authority. If only one officer is signing, then the bylaws or minutes must include the authority to sign without the signature of others. The successful Bidder shall also include the title(s) or corporate office(s) held by the signer(s).

**(b) By the City** - Within seven Calendar Days after the City has received and verified the properly executed documents specified in 00130.50(a), and received legal sufficiency approval from the City Council (if required), the City will execute the Contract. The City will then send a fully-executed original Contract booklet to the successful Bidder, who then officially becomes the Contractor.

**(c) Contract** - After the award, the Contractor and the City will enter into a public improvement contract incorporating the terms and conditions of the Public Improvement Contract and the bid response. Vendors taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 00120.15(b) "Protest of Specifications or Terms" or their exceptions will be deemed waived.

**00130.60 Failure to Execute Contract and Bonds** - Failure of the successful Bidder to execute the Contract and provide the required certificates, certifications, and bonds may be cause for cancellation of the Award, and may be cause for forfeiture of the Bid guaranty under ORS 279C.385. Award may then be made to the next lowest responsible Bidder, the Project may be re-advertised, or the Work may be performed otherwise as the City decides.

The forfeited Bid guaranty will become the City's property, not as a penalty but as liquidation of damages resulting from the Bidder's failure to execute the Contract and provide the certificates, certifications, and bonds as required by these Specifications.

**00130.70 Release of Bid Guaranties** - Bid guaranties will be released and checks returned seven Calendar Days after Bids are opened, except for those of the three apparent lowest Bidders on each Project. The guaranties of the three apparent lowest Bidders will be released and checks returned to unsuccessful Bidders within seven days of the Agency's execution of the Contract.

**00130.80 Project Site Restriction** - Until the City sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto

the Project Site on which the Work is to be done, nor move Materials, Equipment, or workers onto that Project Site.

The Contractor will not automatically be entitled to extra compensation because the commencement of Work is delayed by failure of the City to send the Contract for execution. However, if more than 30 Calendar Days elapse between the date the Bid is opened and the date the City sends the Contract to be executed, the City will consider granting an adjustment of time for completion of the Work to offset any actual delay to Contract completion resulting directly from delay in commencement.

**00130.90 Notice to Proceed** - Notice to Proceed will be issued within five Calendar Days after the Contract is executed by the City. Should the City fail to issue the Notice to Proceed within five Calendar Days of Contract execution, the Contractor may apply for an adjustment of Contract Time according to 00180.80(c).

## II. BID BOOKLET

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**ATTACHMENT A  
PROPOSAL  
CITY OF TIGARD  
Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue**

This Bid must be signed in ink by an authorized representative of the Bidder; any alterations or erasures to the Bid must be initialed in ink by the undersigned authorized representative.

Project: Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue: #95045

Bid Due Date: February 2, 2016

Name of Submitting Firm: \_\_\_\_\_

The Undersigned (*check one of the following and provide additional information*):

- An individual doing business under an assumed name registered under the laws of the State of \_\_\_\_\_; or
- A partnership registered under the laws of the State of \_\_\_\_\_; or
- A corporation organized under the laws of the State of \_\_\_\_\_; or
- A limited liability corporation organized under the laws of the State of \_\_\_\_\_;

hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

\_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_\_)

and the Undersigned agrees to be bound by all documents comprising the Contract Documents as defined in the Contract. The Undersigned declares that it has carefully examined the site(s) of the work, the Contract Documents, and forms. Submission of this bid shall be conclusive evidence that the Undersigned has investigated and is satisfied as to the condition to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished, and as to the requirement of the Contract Documents.

Accompanying herewith is a Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid.

The bidder agrees that, if awarded the contract, s/he will commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed, that s/he will substantially complete the work within **30 calendar days** after Notice to Proceed and be complete and ready for final payment within **45 calendar days** after the Notice to Proceed.

## BID SCHEDULE

Item	Spec. Section	Item Description	Quantity	Unit	Unit Price	Total Price
1.	0210	MOBILIZATION	1	LS		
2.	0225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3.	0280	EROSION CONTROL	1	LS		
4.	0290	POLLUTION CONTROL PLAN	1	LS		
5.	0305	CONSTRUCTION SURVEY WORK	1	LS		
6.	0310	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
7.	0320	CLEARING AND GRUBBING	1	LS		
8.	0330	EARTHWORK	1	LS		
9.	0331	12 INCH SUBGRADE STABILIZATION	10	SY		
10.	0350	DRAINAGE GEOTEXTILE, TYPE 2	486	SY		
11.	0430	4 INCH DRAIN PIPE	190	LF		
12.	0445	3 INCH SCH 40 PVC STORM PIPE	6	LF		
13.	0445	12 INCH D3034 PVC STORM PIPE	22	LF		
14.	0470	CONCRETE INLETS, TYPE AREA DRAIN	2	EA		
15.	0480	ASPHALT CONCRETE DRAINAGE CURB, 4"	148	LF		
16.	0480	ASPHALT CONCRETE BERM, 2"	103	LF		
17.	0490	CONNECTION TO EXISTING STRUCTURES	3	EA		
18.	0490	MINOR ADJUSTMENT OF MANHOLES	2	EA		
19.	B596	RETAINING WALL, PREFABRICATED MODULAR GRAVITY (0-4' TALL)	1	LS		
20.	0620	COLD PLANE PAVEMENT REMOVAL, 2 IN. DEEP	18	SF		
21.	0641	AASHTO No. 57 CRUSHED WASHED STONE	11	CY		
22.	0641	CRUSHED WASHED AGGREGATE BASE (1.5"-2.5")	65	CY		
23.	0641	AGGREGATE BASE (1-1/2"-0)	7	CY		
24.	0744	LEVEL 2, 1/2 INCH DENSE, MHMAC MIXTURE	20	TONS		
25.	0749	ASPHALT WALKS	40	SF		
26.	0749	ASPHALT CONCRETE PAVEMENT REPAIR ADJACENT TO CURB	81	LF		
27.	0756	PLAIN CONCRETE PAVEMENT, DOWELLED, 9 INCHES THICK	6.0	SY		

Item	Spec. Section	Item Description	Quantity	Unit	Unit Price	Total Price
28.	0758	POROUS CONCRETE WALK	3,450	SF		
29.	0759	CONCRETE CURBS, STANDARD CURB	193	LF		
30.	0759	TRUNCATED DOMES	35	SF		
31.	0860	LONGITUDINAL PAVEMENT MARKINGS, PAINT	1	LS		
32.	0867	PAVEMENT BAR, TYPE B-HS	174	SF		
33.	0905	REMOVE AND REINSTALL EXISTING SIGNS	1	LS		
34.	0930	PREFORATED STEEL SQUARE TUBE SIGN POST AND ANCHOR	1	LS		
35.	0940	TYPE Y1 SIGNS IN PLACE	3	SF		
36.	0990	RECTANGULAR RAPID FLASHING BEACON SYSTEM, COMPLETE	1	LS		
37.	01030	LAWN SEEDING	1,670	SF		
38.	01040	TOP SOIL	21	CY		
39.	01040	TREES - DECIDUOUS, 1" CALIPER	9	EA		
40.	01070	SINGLE MAILBOX SUPPORTS	2	EA		
<b>GRAND TOTAL</b>						

The Undersigned agrees, if awarded the Contract, to execute and deliver to the City of Tigard, within ten (10) days after receiving the Contract forms, a satisfactory Performance Bond and a satisfactory Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using the forms provided by the City. The surety(ies) requested to issue the Performance Bond and Payment Bond will be \_\_\_\_\_ . The Undersigned hereby authorizes said surety(ies) company(ies) to disclose any information to the City concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with the City; that the amount thereof is the measure of liquidated damages which the City will sustain by the failure of the Undersigned to execute and deliver the above-named Agreement Form, Performance Bond, and Payment Bond, and that if the Undersigned defaults in either executing the Agreement Form or providing the Performance Bond and Payment Bond within ten (10) days after receiving the Contract forms, then the Bid Security may become the property of the City at the City's option; but if the Bid is not accepted within sixty (60) days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Agreement Form, Performance Bond, and Payment Bond, the Bid Security shall be returned.

The Undersigned certifies that: (1) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the solicitation documents designed to limit independent bidding or competition; and (2) The contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

The Undersigned  HAS  HAS NOT (*check applicable status*) paid unemployment or income taxes in Oregon within the past 12 months and  HAS  HAS NOT (*check applicable status*) a business address in Oregon.

The Undersigned  HAS  HAS NOT (*check applicable status*) complied with any Affirmative Action Requirements included within the procurement documents.

The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

The Undersigned's CCB registration number is \_\_\_\_\_ with an expiration date of \_\_\_\_\_. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected unless contrary to federal law. The Undersigned further certifies that Undersigned shall provide proof to the City prior to the beginning of any of the work that the Undersigned has filed a public works bond with a corporate surety in the amount of \$30,000 with the Construction Contractors Board as required under Oregon PWR law.

The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

The successful Bidder hereby certifies that, in accordance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is \_\_\_\_\_, Policy No. \_\_\_\_\_, and that Undersigned shall submit Certificates of Insurance as required.

**Name of Company:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

\_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

(SEAL)

I attest that I have the authority to commit the firm named above to this Bid amount and acknowledge that the firm meets the qualifications necessary to perform this Work as outlined in the Invitation to Bid. I understand that I will be required to provide necessary information to verify that the firm meets these qualifications if selected for the subsequent Agreement.

**Authorized Signature:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Payment information will be reported to the IRS under the name and federal taxpayer ID number provided above. Information not matching IRS records or not provided to the City could subject the successful Contractor to a twenty eight percent (28%) backup withholding.

**ATTACHMENT B**  
**ACKNOWLEDGMENT OF ADDENDA**  
**CITY OF TIGARD**  
**SIDEWALK INFILL – N. DAKOTA STREET AND 95<sup>TH</sup> AVENUE: #95045**

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA:

*If none received, write "None Received"*

1. \_\_\_\_\_

3. \_\_\_\_\_

2. \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Corporate Name

**ATTACHMENT C  
BID CERTIFICATIONS  
CITY OF TIGARD**

**Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue: #95045**

**Non-discrimination Clause**

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order or contract from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Officer's signature: \_\_\_\_\_

Type or print officer's name: \_\_\_\_\_

**ATTACHMENT D  
FIRST TIER SUBCONTRACTOR DISCLOSURE FORM  
CITY OF TIGARD  
Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue: #95045**

**BID #:** 95045      **BID CLOSING: Date:** February 2, 2016      **Time:** 2:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

	NAME	DOLLAR VALUE	CATEGORY OF WORK
1)	_____	\$ _____	_____
2)	_____	\$ _____	_____
3)	_____	\$ _____	_____
4)	_____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

**Form submitted by (bidder name):** \_\_\_\_\_

**Contact name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**ATTACHMENT E  
 BID BOND  
 CITY OF TIGARD  
 Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue: #95045**

We, \_\_\_\_\_, as **“Principal,”**  
 (Name of Principal)

and \_\_\_\_\_, an \_\_\_\_\_ Corporation,  
 (Name of Surety)

authorized to transact Surety business in the State of Oregon, as “Surety,” hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns to pay unto the City of Tigard (“Obligee”) the sum of \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_\_).

**WHEREAS,** the condition of the obligation of this bond is the Principal has submitted a bid or proposal to the Obligee in response to Obligee’s solicitation for the project identified as Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue, which bid or proposal is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten percent (10%) of the total amount of the bid pursuant to the solicitation document.

**NOW, THEREFORE,** if the bid or proposal submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the said documents and delivers to Obligee its good and sufficient Performance Bond and Payment bond required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

**IN WITNESS WHEREOF,** we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_  
 Signature

BY ATTORNEY-IN-FACT

\_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 Printed Name

Attest: \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Address

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

### III. CONTRACT BOOKLET

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**ATTACHMENT F  
PUBLIC IMPROVEMENT CONTRACT – PWR COVERED PROJECT  
CITY OF TIGARD**

**Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue: #95045**

**THIS CONTRACT**, made and entered into this (Day) day of (Month), (Year), by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called "City" and (Full Name & Address of Firm or Individual) hereinafter called "Contractor", duly authorized to perform such services in Oregon.

**RECITALS**

**WHEREAS**, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

**WHEREAS**, time is of the essence in this contract and all work under this contract shall be completed within the time period stated in the Bid Proposal;

**THEREFORE**, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

**TERMS OF AGREEMENT**

**1. Services**

Contractor's services under this Agreement shall consist of the following:

- A.** Construction of porous concrete sidewalk
- B.** Construction of concrete curbs and ramps
- C.** Asphalt concrete paving
- D.** Rectangular Rapid Flashing Beacon Installation
- E.** Temporary signage, protection, and traffic control
- F.** Performance of additional and incidental work as called for by specifications and plans.

**2. Prevailing Wage**

The provisions of ORS Chapters 279A and 279C and all other Oregon and Federal provisions pertaining to minimum salaries and wages are incorporated herein by reference as if fully set forth. The Contractor agrees that the workmen in each trade or occupation required for the work to be done pursuant to the contract, employed in the performance of the Contract, either by the Contractor or Subcontractor or other person doing or contracting to do any part of the work contemplated by the Contractor shall be paid not less than the prevailing, minimum hourly rate of wage specified by the Commissioner of the Bureau of Labor, and attached hereto.

If this project is subject to both Federal Davis-Bacon Act requirement and State of Oregon Prevailing Wage Rate requirements, the Contractor must ensure that workers will be paid the higher of the applicable federal or state rate. If the Contractor fails to pay for labor or services, the City may pay for those labor and services and withhold these amounts from payments that are due the Contractor in accordance with ORS 279C.515

Contractor shall provide proof as requested to the City prior to the beginning of any of the work that the Contractor has filed a public works bond with a corporate surety in the amount of \$30,000 with the Construction Contractors Board as required under Oregon PWR law. Contractor shall also require in every subcontract to this Agreement that the subcontractor file a public works bond with the

Construction Contractors Board in the amount of \$30,000 prior to starting work on this project unless otherwise exempt.

For contracts \$50,000 or greater, the City shall pay a fee equal to one-tenth of one percent (.001) of the price of the contract to the Bureau of Labor and Industries. The fee shall be paid on or before the first progress payment or sixty (60) days from the date work first began, whichever comes first.

**3. Pre-Construction Conference**

Contractor and listed subcontractors shall attend and participate in any pre-construction conferences described or listed in the general conditions before any work is started on the project site.

**4. Contract Documents**

The Contractor is hereby bound to comply with all requirements of the Contract Documents prepared by the City and performance pertaining to this Agreement, in the City of Tigard, Oregon, and by this reference made a part hereof to the same legal force and effect as if set forth herein in full. The contract documents include the documents with the following titles that are bound in the solicitation documents and the standard documents comprised of the Oregon Standard Specification for Construction, 2008, Volume 1 and Volume 2.

**Solicitation Documents**

Advertisement for Bids  
Bidding Requirements and Procedures  
Award and Execution of Contract  
Proposal  
Acknowledgement of Addenda  
Bid Certifications – Non-Discrimination Clause  
First Tier Subcontract Disclosure Form  
Bid Bond Form  
Public Improvement Contract  
Performance Bond  
Payment Bond  
Supplementary General Conditions  
Special Provisions  
Drawings

**Standard Documents**

General Conditions (Oregon Standard Specification for Construction, 2008, Volume 1 as amended by the Special Provisions)  
Standard Specifications (Oregon Standard Specification for Construction, 2008, Volume 2 as amended by Technical Specifications)  
City of Tigard Public Improvement Design Standards  
CWS Design and Construction Standards 07-20  
Manual on Uniform Traffic Control Devices (MUTCD)

**5. City's Representative**

For purposes hereof, the City's authorized representative will be Mike McCarthy, P.E., Senior Project Engineer, who can be reached by mail at 13125 SW Hall Blvd., Tigard, Oregon 97223; by telephone: (503) 718-2462, or via email at mikem@tigard-or.gov.

**6. Contractor's Representative**

For purpose hereof, the Contractor's authorized representative will be (Enter Representative's Name).

**7. Contractor Identification**

Contractor shall furnish to the City the Contractor's employer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as City deems applicable.

**8. Compensation**

**A. Progress Payments:** City agrees to pay Contractor (Enter amount in written form) Dollars (\$Enter amount in numerical form) for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

The City will pay only for measured Pay Item quantities incorporated into the Work or performed according to the terms of the Agreement. The Contractor understands and agrees that Pay Item quantities listed in the Schedule of Items do not govern payment.

Payment constitutes full compensation to the Contractor for furnishing all materials, equipment, labor, and incidentals necessary to complete the Work; and for risk, loss, damage, and expense arising from the nature or prosecution of the Work or from the action of the elements, subject to the provisions of 00170.80. The Contractor shall include the costs of bonds and insurance for the Project in the unit price for each Pay Item of Work to be performed.

When the specifications state that the unit price for a Pay Item is compensation for certain materials or work essential or incidental to the Pay Item, the same materials or work will not be measured or paid under any other Pay Item.

Contractor shall prepare and submit each month to the City Engineer at 13125 SW Hall Blvd, Tigard, Oregon 97223, a statement of services rendered, indicating the description of each service used in the proposal and the dollar amount of each service completed through the state date, together with a request for payment duly verified by the Contractor's Representative and copies of certified payroll statements.

Payment by the City shall release the City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the statement of services. Payment of installments shall not be considered acceptance or approval of any work or waiver of any defects therein. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract during the current fiscal year. Funding in future fiscal years shall be contingent upon budgetary approval by the Tigard City Council.

Contractor shall include proof of payment to any and all subcontractors and suppliers with each statement submitted to the City. The City shall retain the right to withhold payments if required proof of payment to subcontractor and suppliers is not included with a statement.

As required under State of Oregon Prevailing Wage Rate (PWR) Law, the City shall withhold 25% of any progress payment amounts owed to Contractor if Contractor has failed to file certified statements with the City.

**B. Timing of Payments:** Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within twenty (20) days of the City's receipt of the statement of services. The Contractor agrees that the "Time of Completion" is defined in the Bid

Proposal, and agrees to complete the work by said date. The Contractor and City agree that the City will suffer damages each day the work remains uncompleted after the Time of Completion and that the amount of those damages are difficult to calculate. Contractor and City agree that a reasonable amount of damages for late completion is \$500.00 per day and Contractor agrees to pay damages in that amount if the work is not completed by the Time of Completion.

- C. Final Payment:** The Contractor shall notify the City in writing when the Contractor considers the project complete, and the City shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract.

Upon acceptance by the City, the entire balance due to the Contractor, including the retained percentage, shall be paid to the Contractor, by the City within 30 days after the date of said final acceptance.

The City shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor. If the City does not, within 15 days after receiving written notice of completion, notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

As a further conditions of final acceptance, the City may require the Contractor to submit evidence, satisfactory to the City's Representative, that all payrolls, material bills, and other indebtedness connected with the project have been paid, except that in case of any disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

**9. Status Of Contractor As Independent Contractor**

Contractor certifies that:

- A.** Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent Contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- B.** The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

- C. If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- F. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

**10. Subcontracts - Assignment & Delegation**

Contractor shall submit a list of Subcontractors for approval by the City, and Contractor shall be fully responsible for the acts or omissions of any Subcontractors and of all persons employed by them, and neither the approval by City of any Subcontractor nor anything contained herein shall be deemed to create any contractual relation between the Subcontractor and City.

This agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

Any and all subcontracts issued by the contractor shall contain a provision that workers shall be paid not less than the PWR Law specified minimum wage.

**11. Contractor - Payment of Benefits - Hours of Work**

- A. The Contractor shall:
  - 1) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in this contract;
  - 2) Pay all contributions or amounts due the under the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Agreement;
  - 3) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - 4) Not permit any lien or claim to be filed or prosecuted against the City of Tigard, on account of any labor or material furnished;
- B. The Contractor or the Contractor's Surety and every Subcontractor or the Subcontractor's Surety shall file certified statements with the City in writing in form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the applicable prevailing rate of wage, which certificate and 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 such statement and certificate and knows the contents thereof and that the same is true to the Contractor's or Subcontractor's knowledge.

- 1) The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.
  - 2) Each certified statement required herein shall be delivered or mailed by the Contractor or Subcontractor to the City. A true copy of the certified statements shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. Certified statements shall be submitted as follows:
    - a) Each Contractor or Subcontractor shall preserve certified statements for a period of three years from the date of completion of the contract.
- C.** The Contractor agrees that if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this contract as such claim becomes due, the proper office of the City of Tigard may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of such contract. 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.
- D.** Contractor agrees that no person shall be employed for more than ten (10) hours in any one day, or 40 hours in any one week, except in cases of necessity or emergency or when the City deems it in the best interest of the public or policy absolutely requires it, in which event, the person so employed for excessive hours shall receive at least time and a half pay for the following:
- 1) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - 2) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - 3) For all work performed on Saturday and on the legal holidays specified in ORS 279C.540.
- E.** The Contractor agrees to provide a written schedule to all employees showing the number of hours per day and days per week the employee may be required to work.
- F.** No City employee shall be required to work overtime or on a Saturday, Sunday or holiday in the fulfillment of this contract except where the Contractor agrees to reimburse the City in the amount of money paid the employee for such work as determined by state law, the City's personnel rules or union agreement. The Contractor shall require every subcontractor to comply with this requirement.
- G.** If Contractor or any first-tier subcontractor fails to pay a person furnishing labor or material within 30 days after receipt of payment from the City or from the Contractor to a subcontractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the 10 day period that the payment is due under ORS 279C.580, unless payment is subject to a good-faith dispute. The interest rate shall be as specified in ORS 279C.515(2). If the Contractor or any subcontractor fails, neglects, or refuses to pay a person furnishing labor or material, the person may file a complaint with the Construction Contractors Board, unless the payment is subject to a good faith dispute as defined in ORS 279C.580.
- H.** Contractor shall include a clause in each contract with a subcontractor a requirement that the contractor pay the subcontractor for satisfactory performance within 10 days of receipt of payment from the City for the work. Contractor shall include in contracts with subcontractors an interest

provision for such payments in compliance with ORS 279C.580. Contractor shall include a clause in each contract with a subcontractor requiring the subcontractor to meet the same payment and interest standards as required by ORS 279C.580 (4).

**12. Drug Testing Program**

ORS 279C.505 requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of the contract. The drug testing program will apply to all employees and will be maintained for the duration of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

**13. Contractor's Employee Medical Payments**

Contractor agrees to pay promptly as due, to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Contractor's employees, all sums which the Contractor agreed to pay for such services and all money and sums which the Contractor collected or deducted from employee wages pursuant to any law, contract or agreement for providing or paying for such service as referenced in ORS 279C.530.

**14. Early Termination**

**A.** This agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

- 1)** If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
- 2)** If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

**B.** Payment of Contractor shall be as provided by ORS 279C.660 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Agreement.

**C.** Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination.

**15. Cancellation with Cause**

**A.** City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1)** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds,
- 2)** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement,
- 3)** If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed, or

- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (b), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**16. Access to Records**

City shall have access to such book, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

**17. Work is Property of City**

All work performed by Contractor under this Agreement shall be the property of the City.

**18. Adherence to Law**

- A. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. To the extent applicable, the Contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts.
- C. As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the

same force and affect as if set forth herein in full. If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the Contract and there shall be, in addition to a reasonable extension, if necessary, of the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

Pursuant to ORS 279C.525(1), the following list identifies Governmental Agencies of which the City has knowledge that have enacted Environmental Laws which may affect the performance of the work:

### **FEDERAL AGENCIES**

- Agriculture
  - Department of Forest Service
  - Soil Conservation Service
- Defense
  - Department of Army Corps of Engineers
- Energy
  - Department of Federal Energy Regulatory Commission
- Environmental Protection Agency
- Department of Health and Human Services
- Housing and Urban Development
  - Department of Solar Energy Conservation Bank
- Interior, Department of
  - Bureau of Sports Fisheries and Wildlife
  - Bureau of Outdoor Recreation
  - Bureau of Land Management
  - Bureau of Mines
  - Bureau of Indian Affairs
  - Bureau of Reclamation
  - Geological Survey
  - Minerals Management Service
- Labor, Department of
  - Mine Safety and Health Administration
  - Occupational Safety and Health Administration
- Transportation, Department of
  - Coast Guard
  - Federal Highway Administration
- Water Resources Council

### **STATE AGENCIES**

- Administrative Services, Department of
- Agriculture, Department of
- Columbia River Gorge Commission
- Consumer & Business Services, Department of Oregon Occupational Safety & Health
- Division
- Energy, Department of

- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Parks and Recreation, Department of
- Soil and Water Conservation Commission
- State Engineer
- State Land Board
- Water Resources Board

**LOCAL AGENCIES**

- City Council
- County Court
- County Commissioners, Board of
- Port Districts
- Metropolitan Services Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts

**19. Changes**

City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to this Contract. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract, as changed.

**20. Force Majeure**

Neither City nor Contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of Subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under Contract.

**21. Nonwaiver**

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

**22. Warranties**

All work shall be guaranteed by the Contractor for a period of one year after the date of final acceptance of the work by the Owner. Contractor warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this contract.

**23. Attorney's Fees**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

**24. Governing Law**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the appropriate court of the State of Oregon.

**25. Conflict Between Terms**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**26. Indemnification**

Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the negligence of the City and its employees. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

**27. Insurance**

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

- A. Commercial General Liability Insurance:** Contractor shall obtain, at contractor’s expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an “occurrence” form (CG 2010 1185 or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$50,000

- B. Commercial Automobile Insurance:** Contractor shall also obtain, at contractor’s expense, and keep in effect during the term of the contract, “Symbol 1” Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.
- C. Workers’ Compensation Insurance:** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers’ compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not to obtain such coverage.” This shall include Employer’s Liability Insurance with coverage limits of not less than \$1,000,000 each accident.
- D. Additional Insured Provision:** The City of Tigard, Oregon, its officers, directors, and employees shall be added as additional insureds with respect to this contract. All Liability Insurance policies will be endorsed to show this additional coverage.
- E. Insurance Carrier Rating:** Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- F. Certificates of Insurance:** As evidence of the insurance coverage required by the contract, the contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.
- G. Independent Contractor Status:** The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

**H. Primary Coverage Clarification:** All parties to this contract hereby agree that the contractor's coverage will be primary in the event of a loss.

**I. Cross-Liability Clause:** A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this contract.

A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Tigard  
Attn: Office of Risk Management  
13125 SW Hall Blvd  
Tigard, Oregon 97223

Such policies or certificates must be delivered prior to commencement of the work. Ten days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

**28. Method and Place of Giving Notice, Submitting Bills and Making Payments**

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

<b>CITY OF TIGARD</b>	<b>(CONTRACTOR)</b>
Attn: Mike McCarthy	Attn: (insert contract manager's name)
Address: 13125 SW Hall Blvd Tigard, Oregon 97223	Address: (insert contract manager's address)
Phone: (503) 718-2462	Phone: (insert #)
Email: <a href="mailto:mikem@tigard-or.gov">mikem@tigard-or.gov</a>	Email: (insert address)

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**29. Hazardous Materials**

Contractor shall supply City with a list of any and all hazardous substances used in performance of this Agreement. That list shall identify the location of storage and use of all such hazardous substances and identify the amounts stored and used at each location. Contractor shall provide City with material safety data sheets for all hazardous substances brought onto City property, created on City property or delivered to City pursuant to this Agreement. For the purpose of this section, "hazardous substance" means hazardous substance as defined by ORS 453.307(5). Contractor shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist City to complete any such survey that it may be required to complete because of substances used in the performance of this Agreement.

**30. Hazardous Waste**

If, as a result of performance of this Agreement, Contractor generates any hazardous wastes, Contractor shall be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Contractors shall provide City with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor shall defend, indemnify, and hold harmless City for any disposal or storage of hazardous wastes generated pursuant to this Contract and any releases or discharges of hazardous materials.

**31. Severability**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

**32. Demolition – Salvage and Recycling**

As required by ORS 279C.510, Contractor shall salvage or recycle any construction and demolition debris if feasible and cost-effective.

**33. Representations and Warranties**

Contractor represents and warrants to the City that:

- A.** Contractor has the power and authority to enter into and perform this Agreement.
- B.** This Agreement, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C.** Contractor (to the best of Contractor’s knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm’s inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:
  - 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - 2) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor;
  - 3) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D.** Any intellectual property rights or such delivered to the City under this Agreement, and Contractor’s services rendered in the performance of Contractor’s obligations under this Agreement, shall be provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**34. Compliance with Tax Laws**

- A.** Contractor must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of the State of Oregon. For the purposes of this Section, “tax laws” includes all the provisions described in subsection 25.C. 1) through 4) of this Agreement.

**B.** Any violation of subsection A of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor’s warranty, in subsection 25.C of this Agreement, that the Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle the City to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 1) Termination of this Agreement, in whole or in part;
- 2) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State’s setoff right, without penalty; and
- 3) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The City shall be entitled to recover any and all damages suffered as the result of Contractor 's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement Contractor.

These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**35. Complete Agreement**

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

**IN WITNESS WHEREOF**, City has caused this Agreement to be executed by its duly authorized undersigned officer and Architect has executed this Agreement on the date hereinabove first written. Approved by Tigard’s Local Contract Review Board:\_\_\_\_\_.

**CITY OF TIGARD**

**(CONTRACTOR)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT G**  
**PUBLIC IMPROVEMENT CONTRACT - PERFORMANCE BOND**  
**CITY OF TIGARD**  
**Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue: #95045**

Bond Number: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

\* If using multiple sureties

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns firmly by these presents to pay unto the City of Tigard, a municipality of the State of Oregon, the sum of (total Penal Sum of Bond) \_\_\_\_\_ (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

**WHEREAS**, the Principal has entered into a contract with the City of Tigard, the plans, specifications, terms, and conditions of which are contained in the above-referenced project solicitation;

**WHEREAS**, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans, and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

**NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH** that if the principal herein shall faithfully and truly observe and comply with the terms of the contract and performs the contract within the time prescribed by the contract, then this obligation is null and void; otherwise it shall remain in full force and effect. If the contractor is declared by City to be in default under the contract, the surety shall promptly remedy the default, perform all of contractor’s obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the contract.

This obligation jointly and severally binds the contractor and surety and their respected heirs, executors, administrators, and successors. Nonpayment of the bond premium shall not invalidate this bond nor shall the City of Tigard be obligated for the payment of any premiums.

This bond is executed for the purpose of complying with ORS 279C and the Tigard Public Contracting Rules, the provisions of which are incorporated herein and made a part hereof.

Said surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

**IN WITNESS WHEREOF**, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

Attest: \_\_\_\_\_

**SURETY:** \_\_\_\_\_

*(Add signatures for each surety if using multiple bonds)*

BY ATTORNEY-IN-FACT:

*(Power-of-Attorney must accompany each surety bond)*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone Fax

**ATTACHMENT H  
PUBLIC IMPROVEMENT CONTRACT - PAYMENT BOND  
CITY OF TIGARD**

**Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue: #95045**

Bond Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

\* If using multiple sureties

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns firmly by these presents to pay unto the City of Tigard, a municipality of the State of Oregon, the sum of (total Penal Sum of Bond) \_\_\_\_\_ (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

**WHEREAS**, the Principal has entered into a contract with the City of Tigard, the plans, specifications, terms, and conditions of which are contained in above-referenced project solicitation;

**WHEREAS**, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

**WHEREAS**, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans, and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

**NOW, THEREFORE**, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions, and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Tigard its officers, agents, and employees against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials, or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the City on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of the State of Oregon, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Tigard be obligated for the payment of any premiums.

This bond is given and received under the authority of ORS Chapter 279C and Tigard Public Contracting Rules, the provisions of which are incorporated into this bond and made a part hereof.

**IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

By: \_\_\_\_\_

Signature

Printed Name & Title

Attest: \_\_\_\_\_

**SURETY:** \_\_\_\_\_

*(Add signatures for each surety if using multiple bonds)*

BY ATTORNEY-IN-FACT:

*(Power-of-Attorney must accompany each surety bond)*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**ATTACHMENT I**  
**SUPPLEMENTARY GENERAL CONDITIONS**  
**CITY OF TIGARD**  
**Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue: #95045**

The following provisions supplement and amend the General Conditions (defined in the Agreement).

**Section 00120, Bidding Requirements and Procedures --**

Note that this section has been modified earlier in these bid documents

**Section 00130, Award and Execution of Contract –**

Note that this section has been modified earlier in these bid documents

**Section 00150.10(a) Order of Precedence** - The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Contract Change Orders;
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Supplemental Specifications;
- Standard Specifications; and
- All other contract documents not listed above

Notes on drawing shall take precedence over drawing details.

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

**Section 00150.40(a) Cooperation and Superintendence by the Contractor, General --** Add the words, “within the limitations in Oregon Law regarding public records.” to the end of the sentence in bullet item 7.

**Section 00160.10 Ordering, Producing and Furnishing Materials --** Delete the last two sentences in the opening paragraph.

**Section 160.10(b) Approval of Quantity of Materials Ordered --** Delete the sentence, “Therefore, the Contractor is cautioned to order or produce Materials only after having received the approval of the Engineer.” Delete the sentence, “Excess Materials, ordered or produced by the Contractor, without approval of the Engineer, may be purchased by the Agency at the sole discretion of the Agency. (see 00195.80)”

**Section 165.03 Testing by Agency --** Delete the words “its central laboratory, field laboratories, or other” from the first sentence.

**Section 170.10(d) Agency’s Payment of the Contractor’s Prompt Payment Obligations --** change the word “ODOT” to “Agency”.

**Section 170.70, Insurance --** Delete entire section.

**Section 170.72 Indemnity/Hold Harmless** -- Delete entire section.

**Section 170.94 Use of Explosives** -- Change the first sentence to read, “The Contractor shall obtain the Engineer’s approval and shall comply with all Laws pertaining to the use of explosives.”

**Section 180.20(a) Subcontracting Limitations, General** -- Delete the first sentence.

**Section 180.22 Payments to Subcontractors and Agents of the Contractor** -- Delete the second paragraph.

**Section 180.31 (b)(1) Reason for Substitution** -- Add the following word to the beginning of the first bullet: “In the judgment of the Engineer”.

**Section 180.50(c) Beginning of Contract Time** -- change the paragraph to read, “When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin with the first Calendar Day following the date of the Notice to Proceed.”

**Section 195.10 Payment for Changes in Materials Costs**, Delete entire section.

**Section 195.12 Steel Material Price Escalation/De-Escalation Clause** -- Delete entire section.

**Section 195.50(a)(2) Value of Materials on Hand** -- Delete paragraph.

**Section 195.50(b) Retainage:** Change the first paragraph to read. “The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below.

**Section 195.60 Advance Allowance for Materials on Hand:** Delete entire section.

**Section 195.80 Allowance for Materials Left on Hand:** Delete entire section.

**Section 199.40 Claims Decision Review,** Delete entire section.

**ATTACHMENT J**  
**FEDERAL CONTRACT REQUIREMENTS**  
**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**CITY OF TIGARD**  
**Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue: #95045**

**Contract Clauses Required in All Community Development Block Grant (CDBG) Construction Projects**

**This contract and the work it will carry out is being funded in whole or in part with funding from the U.S. Department of Housing and Urban Development through the Washington County Office of Community Development CDBG program.**

**1. Access to Records and Retention of Records**

The Community Development Block Grant (CDBG) recipient, Washington County Office of Community Development, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for four years after the recipient makes final payments and all other pending matters are closed.

**2. Section 3 of the Housing and Community Development Act**

*(Applicable to contracts/ subcontracts of \$100,000 or more AND when the funding recipient has received \$200,000 or more in CDBG and/ or other federal funding.)*

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**3. Emerging-Small (ESB), Minority-owned (MBE) and Women-owned (WBE) Business Enterprises**  
*(Applicable to contracts/ subcontracts of \$25,000 or more in CDBG and/ or other funding.)*

Affirmative steps must be taken to assure that emerging small, minority and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- Include any such qualified firms on solicitation lists.
- Assure that such firms are solicited whenever they are potential sources.
- When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through subcontracting.
- Where possible, establish delivery schedules which will encourage such participation.
- Use the services and assistance of the Small Business Administration, the Office of Minority, Women and Emerging Small Business (State of Oregon) and other sources when appropriate.

**4. Prohibition on the Use of Federal Funds for Lobbying** *(Applicable to federally funded contracts/ subcontracts of \$100,000+)*

The contractor hereby certifies that:

a. No federal funds have been paid or will be paid, by or on behalf of Washington County Office of Community Development, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the local government shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

**5. Lead-Based Paint**

The use of lead-based paint on any interior or exterior surface is prohibited. For properties constructed prior to 1978, the construction work performed under this contract is subject to the Lead-Based Paint Regulations adopted by the Department of Housing and Urban Development (24 CFR Part 35) and by the State of Oregon (OAR 333.069).

## **6. Equal Employment Opportunity**

Contractor shall comply with the requirements of Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Orders 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Chapter 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising.

## **7. Copeland “Anti-Kickback” Act**

Contractor shall comply with the Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor and all subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

**8. Davis-Bacon Act** (*Applicable to CDBG contracts for construction or rehabilitation of housing containing eight or more CDBG-assisted units; any public facility or public improvement contract exceeding \$2,000; applicable to HOME contracts for construction or rehabilitation of twelve or more HOME-assisted units.*)

All laborers and mechanics employed by contractors or subcontractors on construction work assisted under this part shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 USC 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-333), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards.

## **9. Contract Work Hours and Safety Standards Act**

In compliance with Sections 102 of the Contract Work Hours and Safety Standards Act (40 USC. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5), each contractor/subcontractor shall compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. In compliance with Section 107 of the Act, no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **10. Clean Air Act and the Federal Water Pollution Control Act**

*(Applicable to federally-funded contracts and subcontracts in excess of \$100,000)*

This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1857 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. Contractor and any of its subcontractors agree to the following requirements:

- 1) A stipulation by the contractor and subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 32;
- 2) Agreement by the contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines thereunder;
- 3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities; and
- 4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount provided under this contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

## **11. Debarment and Suspension**

Contractor certifies that neither it nor any of its employees or subcontractors are parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

## **12. Termination of Contract**

### *12a. Termination by Owner:*

#### 1) Without Cause

This contract and the work it will carry out is being funded in whole or in part with funding from the U.S. Department of Housing and Urban Development through the Washington County Office of Community Development CDBG program.

The owner may terminate this contract:

- 1) In the event that the grant funds are rescinded in part or in whole; or
- 2) If the work is stopped under an order of any court, or other public authority, for a period of thirty (30) calendar days, through no act or fault of the owner, owner's employees, or legal representatives.

#### 2) With Cause

The owner may terminate this contract if the contractor is in substantial breach of the provisions contained in the contract documents and/or repeatedly fails to:

- Comply with federal, state, and local laws and regulations;

- Provide for the safety of all occupants and public at large during the execution of the work;
- Properly pay subcontractors or suppliers for material or labor;
- Correct defective work; or
- Progress in a timely manner which demonstrates that the contractor can complete the project within the specified time-frame.

The contractor, upon receipt of written notice from the owner to terminate this contract, shall:

- 1) Cease operation in a manner that protects and preserves work already performed.
- 2) Instruct all subcontractors to cease work and cancel all special orders with suppliers.
- 3) Leave the work site in a condition that is free of hazards to occupants and the public.

If the owner terminates the contract, the contractor may be eligible to receive payment for all work completed, and for material orders already in progress and for which cancellation is not possible. Payment is contingent upon the same inspection and approval procedures by owner and grantor as specified for progress payments. If the owner terminates this contract with cause, the owner may withhold payment until all work is otherwise completed by reasonable means determined by owner. If the unpaid balance of this contract is not sufficient to cover reasonable costs incurred by the owner to complete the work, the contractor shall pay the difference to the owner. If the unpaid balance of this contract is in excess of the reasonable costs incurred by the owner to complete the work, then the owner shall pay the difference to the contractor. Reasonable costs include architect fees, administrative fees, and other expenses made necessary by the above causes.

*12b. Termination by Contractor*

Contractor may terminate this contract if:

- Work is stopped under an order of any court, or other public authority, for a period of thirty (30) calendar days, through no act or fault of the contractor, contractor’s employees, subcontractors, or other persons or agents performing work under direct or indirect contract with the contractor;
- Work is stopped due to a declared state of emergency by government action;
- Owner fails to make payment within the time-frame and conditions stated in the Contract Documents;
- Owner repeatedly, through no fault of the contractor, contractor’s employees, subcontractors, or other persons or agents performing work under direct or indirect contract with the contractor, causes delay of the work; and, such delay constitutes in excess of 100 percent of the total number of days scheduled for completion of the work specified in the Contract Documents.

*12c. Termination by Mutual Consent*

Both parties may terminate this contract by mutual written consent.

**ATTACHMENT K  
SPECIAL PROVISIONS  
CITY OF TIGARD**

**Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue: #95045**

**WORK TO BE DONE**

The Work to be done under this Contract consists of constructing sidewalk improvements as shown on plans entitled:

Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue: #95045

**APPLICABLE SPECIFICATIONS**

The Specification that is applicable to the Work on this Project is the 2008 edition of the "Oregon Standard Specifications for Construction". All work shall be in accordance with these specifications except where specifically modified in this document and on the plans. For this project, when the specification says 'Agency' it may typically be understood to mean 'City' in project-specific cases, but may refer to the Oregon Department of Transportation, especially in cases of standards and testing.

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

**Section 00120 – Bidding Requirements and Procedures**

Note that this section has been modified earlier in these bid documents

**Section 00130 – Award and Execution of Contract**

Note that this section has been modified earlier in these bid documents

**SECTION 00150 - CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.05 Cooperative Arrangements** - Replace this subsection with the following subsection:

**00150.05 Partnering Agreement** - The Contractor may enter into a voluntary partnering agreement with the Agency for the Work covered by this Contract. Some elements of this arrangement are described in 00120.95. The Contractor may exercise the election to enter into a partnering agreement by signing and returning the form provided with the Notice of Award. If the Contractor elects to enter into a partnering agreement, this form must be returned no later than the time that the Contractor returns the signed Contract to the Agency. This form does not need to be returned if the Contractor does not wish to enter into a partnering agreement. Entering into a partnering agreement does not constitute nor create a legal partnership, joint venture, other legal Entity, or legal relationship between the Contractor and the Agency.

No partnering agreement shall replace, modify, or suspend the terms of the Contract.

If the partnering agreement alternative is selected:

- Within 5 Calendar Days of receipt of the signed form by the Agency, the Contractor and the Engineer will identify the key personnel who will participate in the orientation workshop. Key personnel should

include key Subcontractors and other stakeholders. The Agency will arrange the workshop time and location.

- It is intended that the partnering agreement will result in informal agreements that establish an environment of cooperation between the Contractor and the Agency.
- A working arrangement for the Contractor and the Agency will be developed and, if agreed at the workshop, committed to writing.
- Either the Contractor or the Agency may withdraw from the partnering agreement upon written notice to the other. However, no claim or dispute settled or change approved during the existence of the partnering agreement shall be revived.
- The sole remedy for nonperformance of the partnering agreement shall be the ability to withdraw from the partnering agreement as stated in the paragraph immediately above.

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

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

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

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305) and the following:

Perform earthwork slope staking including intersections and matchlines and set stakes defining limits for clearing which approximate right-of-way and easements.

Add the following subsection:

**00150.50(f) Utility Information:**

Utility	Contact Person's Name and Phone Number
1. Comcast Corporation	Ken Parris, (503) 596-3811 <a href="mailto:Kenneth.Parris@cable.comcast.com">Kenneth.Parris@cable.comcast.com</a>
2. Frontier	Robert Plant, (503) 644-7153 <a href="mailto:robert.j.plant@ftr.com">robert.j.plant@ftr.com</a>
3. NW Natural	Bob Keller, (503) 226-4211 ext. 2980 <a href="mailto:rmk@nwnatural.com">rmk@nwnatural.com</a>
4. Portland General Electric	Lorraine Katz, (503) 672-5484 <a href="mailto:Lorraine.Katz@pgn.com">Lorraine.Katz@pgn.com</a>
5. Tualatin Valley Water District	Kevin Schmeltzer <a href="mailto:kevin.schmeltzer@tvwd.org">kevin.schmeltzer@tvwd.org</a>

The Contract Plans show Utilities which shall be relocated by private utilities. The following organizations may be adjusting or relocating Utilities within the limits of the Project during the period of the Contract. The Contractor shall coordinate with each private utility a minimum of two weeks prior to work taking place in the area which requires the adjustment or relocation of a Utility.

**Utility**

**Contact Person's  
Name and Phone Number**

- 1. Comcast Corporation  
Ken Parris, (503) 596-3811  
[Kenneth\\_Parris@cable.comcast.com](mailto:Kenneth_Parris@cable.comcast.com)
- 2. Frontier  
Robert Plant, (503) 644-7153  
[robert.j.plant@ftr.com](mailto:robert.j.plant@ftr.com)
- 3. Portland General Electric  
Lorraine Katz, (503) 672-5484  
[Lorraine.Katz@pgn.com](mailto:Lorraine.Katz@pgn.com)
- 4. Tualatin Valley Water District  
Kevin Schmeltzer  
[kevin.schmeltzer@tvwd.org](mailto:kevin.schmeltzer@tvwd.org)

**00150.70 Detrimental Operations** - Replace the paragraph that begins "The Contractor shall avoid..." with the following paragraph:

The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt or damaging Utilities and foundations. (also see 00150.60, 00150.75, and Section 00170)

**00150.80 Removal of Unacceptable and Unauthorized Work** - Replace the paragraphs that begin "The Agency will not pay..." and "If, when ordered by..." with the following two paragraphs:

The Agency will not pay the Contractor for unacceptable Work, except as provided in 00150.25, or for unauthorized work. The Engineer may issue a written order for the correction or removal of such work at the Contractor's sole expense.

If, when ordered by the Engineer, the Contractor fails to correct or remove unacceptable Work or remove unauthorized work, the Engineer may have the correction, removal, or removal and replacement, done by others and deduct the entire cost from monies due or to become due the Contractor under the Contract.

**SECTION 00180 – PROSECUTION AND PROGRESS**

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

Add the following subsection:

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

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Contract Completion Time .....	00180.50(h)
Noise Control .....	00290.32

**Section 00180.50(h) –Contract Completion Time** - Supplement this section with the following:

All work shall be substantially complete within 30 calendar days from the issuance of the Notice to Proceed, and all punch list items shall be complete within 45 calendar days from the Notice to Proceed.

**00180.85(b) Liquidated Damages** - Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$500 per Calendar Day\*.

\* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

**SECTION 00210 - MOBILIZATION**

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

**00210.00 Scope** – Add the following to this subsection:

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

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

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

- Obtain all applicable licenses and insurance required by the Contract to complete the work as specified herein.

**00210.90 Payment** – Add the following to this subsection:

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

**SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

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

**00220.02 Public Safety and Mobility** - Replace the bullet that begins, “When included in the...” with the following bullet:

- Use portable changeable message signs (PCMS) according to Section 00225.

Replace the bullet that begins, "For all sidewalk or..." with the following bullet and sub-bullets:

- For all sidewalk or sidewalk ramp closures, install signs and other TCD as shown on the plans. Mount signs between the panels of a Type II barricade and place barricades facing pedestrian traffic.

- Close the sidewalk at a point where there is an alternate way to proceed, or provide signing and other TCD to indicate an alternate pedestrian route. Place closure signing at the closure point in the middle of the existing pedestrian facility facing pedestrian traffic.
- Provide additional TCM and an alternate pedestrian route that, as nearly as is practical, matches existing facility features and meets the accessibility requirements in Part 6 of the MUTCD and the requirements of the Americans with Disabilities Act (ADA).
  - Pave the alternate pedestrian route surface or provide an approved, non-slip 60 inch minimum wide surface meeting the requirements of the ADA.
  - Where a 60 inch minimum width along the entire alternate pedestrian route is not possible, provide 60 by 60 inch passing spaces every 200 feet along the route.
- Protect pedestrians and delineate the alternate pedestrian route by placing pedestrian channelizing devices (PCD), or other approved devices, between the alternate pedestrian route and the work area. Keep PCD in place, except as required for actual work, until the existing pedestrian facility is reopened.
- Reopen the existing pedestrian facility during non-work hours or continue to provide an alternate pedestrian route.

Replace the bullet that begins, "Do not stop or hold vehicles..." with the following bullet:

- Do not stop or hold vehicles for more than 5 minutes.

Replace the bulleted item that begins 'Do not block driveways' with the following:

- Do not block driveways, intersections or approaches without the approval of the Engineer. Provide reasonable access, such as temporary ramps, to driveways, intersections or approaches at no expense to the City.

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

- Do not place work zone signs or sign supports that will block existing walkways or existing bikeways, except at the closure point of a walkway or bikeway.

**00220.03 Work Zone Notifications** – Add the following:

The contractor shall provide site-specific temporary signage, with sign appearance and installation as approved by the engineer, on each street on which the contractor will be working to notify residents and street users of the specific schedule for work on that street. Signs shall be placed a minimum of 7 days before any work affecting use of the street. The contractor shall deliver door-hanger notifications to each residence or property that is either along a project street and/or whose primary access route would be via the project street.

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

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

## SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

**00225.00 Scope** – Add the following to the end of this Section:

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

**00225.01(b) Definitions** - Replace the "Work Zone" definition with the following definition:

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

**00225.02 General Requirements** - Replace this subsection, except for the subsection number and title, with the following:

Provide and maintain all TCM. The Engineer may verbally or in writing require immediate changes to the TCM being used on the Project. Immediately make these changes, as directed. Submit all proposed TCM revisions to the Engineer for approval.

Do not start work on any stage of construction until the TCP has been reviewed and accepted and all TCM are in place and the TCP is operating satisfactorily. During construction, determine if TCM, in addition to those in place, are required and immediately notify the Engineer. Immediately make changes as approved or directed, but do not place or remove devices without prior approval.

Work may be suspended as specified in 00180.70 or the TCM may be performed by the Agency if the Contractor fails to correct an unsafe condition. Costs for work performed by the Agency will be deducted from monies due the Contractor.

**00225.11 Temporary Signing** - Replace the sentence that begins "Furnish new or acceptable temporary signs..." with the following sentence:

Furnish temporary signs meeting the requirements of the "Acceptable" category shown in the ATSSA "Quality Guidelines for Temporary Traffic Control Devices and Features" handbook, available from the ATSSA website.

## SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

**00280.00 Scope** – Add the following:

This section shall be governed by Clean Water Services.

**00280.16(d) Inlet Protection** - Add the following bullet to the end of the bullet list:

- **Compost Filter Sock** - Sock material and compost meeting the following requirements:

- **Filter Sock Material** - 8, 12, and 18 inch diameter, 5 mil thick woven tubular mesh netting consisting of continuous HDPE filament or polypropylene material with 3/8 inch openings or 100 percent biodegradable burlap or coir as shown.
- **Compost** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.

**00280.46(d) Inlet Protection** - Add the following bullet to the end of the bullet list:

- **Type 7: Compost Filter Sock** - Install compost filter socks as shown.

## **SECTION 00290 - ENVIRONMENTAL PROTECTION**

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

**00290.32 Noise Control** – in first paragraph, change work hours to 7:30 am to 7:00 pm.

## **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", except as modified by this Special Provision. This manual is available on the web at:

<http://www.oregon.gov/ODOT/HWY/GEOMETRONICS/Pages/documents.aspx>

The Agency will **not** establish control stations, perform measurements and calculations for pay quantities, or perform final "as constructed" measurements, contrary to Section 1.5 of the above referenced manual. The Contractor's surveyor will be responsible to complete this work.

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

The Engineer will not be responsible for any data translations. An electronic copy of the base drawing, in autocad.dwg format shall be delivered to the Contractor's surveyor.

The electronic drawings shall be used by the Contractor's surveyor as a reference, and it shall be the responsibility of the Contractor to confirm that all data contained within the electronic drawings is consistent with the contract documents.

### **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 all 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.

Progress payments will not be in excess of the reasonable value of the surveying work estimated by the Engineer.

Costs incurred caused by survey errors will be at the Contractor's expense. These costs include price adjustments for failure to meet requirements of the "Construction Surveying Manual for Contractors", repair or removal and replacement of deficient product, and over-run of material.

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

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

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

Where an abutting structure or part of a structure is to be left in place, make clean, smooth, vertical cuts with a saw or other approved cutting device. Avoid operations that may damage any portion of the remaining structure.

### **SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications modified as follows:

**00320.40(b) Preserving and Trimming Vegetation** - Replace this subsection with the following subsection:

**00320.40(b) Preserving Vegetation and Other Natural Materials:**

**(1) Within the Work Areas** - Avoid injuring vegetation or other natural materials designated to be saved. Preservation of this vegetation includes protection and special care.

**(2) Outside the Work Areas** - Avoid injuring vegetation or other natural materials. Confine operations which may injure vegetation or other natural materials to the work area or to areas that have already been cleared.

### **SECTION 00330 - EARTHWORK**

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

**00330.20 Tamping Foot Rollers** - In the paragraph, replace "115 tons" with "15 tons".

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

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3), outside and beyond the limits of the Project and Agency

controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

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

**00330.71 Daily Progress Reports** - Delete this subsection.

Replace sections 330.80 through 330.82 with the following:

**00330.80 Measurement** – Quantities for earthwork shall not be measured. The estimated quantities are the following:

- Excavation – 135 CY
- Embankment – 20 CY

Replace sections 330.90 through 330.94 with the following:

**00330.90 Payment** – Payment for earthwork shall be made by the lump sum bid item for Earthwork and shall be payment in full for furnishing, hauling and excavating or placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

**SECTION 00331 - SUBGRADE STABILIZATION**

Comply with Section 00331 of the Standard Specifications.

**SECTION 00350 - GEOSYNTHETIC INSTALLATION**

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

**00350.10 Materials** - Add the following to the end of this subsection:

Provide manufacturer's certifications complying with 02320.10(c) for the following geosynthetic(s):

Geotextile	Certification	
	Level A	Level B
Drainage, Type 2.....		x

**SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL**

Comply with Section 00405 of the Standard Specifications.

**SECTION 00430 - SUBSURFACE DRAINS**

Comply with Section 00430 of the Standard Specifications.

**SECTION 00440 - COMMERCIAL GRADE CONCRETE**

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

**00440.10 Materials** - In the list of materials, delete the "Aggregates....02690" line.

**00440.12 Properties of CGC** - Replace the sentence that begins “Furnish a workable...” with the following sentence:

Furnish a workable CGC mixture that is uniform in composition and consistency, and unless otherwise shown or specified, has the following characteristics:

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

CGC mixed work items listed in 00440.14(a) may be field mixed conventionally, or by volumetric/mobile mixers conforming to ASTM C 685.

When approved, concrete sidewalks, concrete driveways, and other flat concrete surfaces may be field mixed using volumetric/mobile mixers conforming to ASTM C 685.

**00440.14(a) General** - In the work item list, replace the square tube sign support line with the following line:

**Perforated Steel Square Tube Sign Support Footings..... 00920**

**00440.14(b) Delivery Tickets** - Replace the last sentence with the following:

Delivery tickets are not required for field-mixed concrete except when volumetric/mobile mixers are used.

### **SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS**

Comply with Section 00442 of the Standard Specifications.

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

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

**00445.80(a) Pipes** - In the length bullet, add ", to the nearest foot" after the word "applicable".

### **SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS**

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

**00470.10 Materials** - Replace the subsection reference for "Precast Concrete Manholes, Catch Basins and Inlets..." with "02450".

### **SECTION 00480 - DRAINAGE CURBS**

Comply with Section 00480 of the Standard Specifications modified as follows:

**00480.90 Payment** - Add the following after the first paragraph:

The accepted quantity of Asphalt Concrete Berm will be paid for at the Contract unit price, per foot, for the item “Asphalt Concrete Berm”.

## SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications.

## SECTION 00596 - RETAINING WALLS

Comply with Section 00596 of the Standard Specifications supplemented and/or modified as follows:

00596.00 Scope – Add the following

### SECTION 0B596 - PREFABRICATED MODULAR RETAINING WALLS

**0B596.00 Scope** - This work consists of furnishing and constructing new prefabricated modular gravity retaining walls or adding to existing prefabricated modular gravity walls as shown and specified.

**0B596.00 Materials** – Add the following subsections:

Select one of the following preapproved Prefabricated Modular proprietary retaining wall systems for the new wall, as shown:

- Keystone, Standard or Compac Unit, Color Gray, website: [www.kestonewalls.com](http://www.kestonewalls.com)
- Mutual Materials, Corner Stone (R100 or R200 Unit) – Radius Face, Color Gray, [www.mutualmaterials.com](http://www.mutualmaterials.com)
- Wilamette Graystone, Anchor Diamond Pro, Color Granite, [www.willamettegraystone.com](http://www.willamettegraystone.com)
- Or approved equal.

Crushed surfacing backfill shall meet the requirements of Section 641 of the Standard Specifications.

Other materials shall be as noted on the Plans, or as recommended by the approved modular block wall manufacturer. For wall construction adding to existing walls, contractor shall utilize the same block, color and facing type as existing.

**0B596.10 General** – Add the following:

- (a) Proprietary Retaining Wall Systems** - Provide all proprietary retaining wall system components from the same wall manufacturer. If there are conflicts between the Manufacturer's requirements and the Agency's requirements, the Agency's requirements prevail.
- (b) Nonproprietary Retaining Wall Systems** - Provide materials according to the applicable material Specifications.
- (c) Quality Control** - Provide quality control according to Section 00165.

### Construction

**0B596.60 General** – Modular Block Retaining Walls shall be constructed in accordance with the manufacturer's design and specification.

### TOLERANCES

A. Tolerances shall conform to the following:

1. Variation from plumb: ¼ inch in 10 feet
2. Variation from level: Top of walls, ½ inch in 20 feet
3. Variation from line: Face of walls, ½ inch in 20 feet

**0B596.60 Protecting Work** - Protect and repair work as follows:

- Do not allow runoff from adjacent areas to enter the wall construction site during construction operations.
- At the end of each day's operation, direct potential runoff away from the wall by sloping the last lift of backfill away from the wall.
- Rework and repair all damaged subgrade areas to the depth where undamaged work is encountered.

**0B596.80 Measurement** - No measurement of quantities will be made for construction of new retaining walls or addition to existing retaining walls.

The estimated quantities of new **exposed** face of retaining walls are:

<b>Station Limits</b>	<b>Area</b>
95 <sup>th</sup> Avenue Sta. 10+47 to Sta. 10+60 (Lt.)	20 sq. ft.
95 <sup>th</sup> Avenue Sta. 11+41 to Sta. 11+79 (Lt.)	50 sq. ft.
95 <sup>th</sup> Avenue Sta. 13+21 to Sta. 13+75 (Lt.)	40 sq. ft.
N. Dakota Sta. 3+48 to Sta. 3+92 (added to existing wall)	50 sq. ft.

Excavation below elevations shown will be considered incidental to the wall.

### **Payment**

**0B596.90 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) Retaining Wall, Prefabricated Modular Gravity (0-4' Tall)	Lump Sum

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:

- manufacturer's representative
- excavation, shoring, leveling pads, and specified backfill
- wall drainage and filter systems
- cast-in-place and precast standard coping

## SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

**00641.12 Limits of Mixture** - Replace this subsection, except the subsection number and title, with the following two paragraphs:

Provide a mixture of aggregate and water having a uniform moisture content sufficient to obtain the required compaction. Proportions will be in percentages by weight and will be known as the Mix Design. Determine the proportion of aggregate and water according to the MFTP. The amount of water for the Mix Design will be based on the dry weight of the aggregate.

When introducing water at the mixing plant, furnish the mixture with a tolerance of  $\pm 2\%$  of the optimum water content at the time of mixing. If approved, excess percentage of water may be allowed. The Agency will treat excess percentage of water according to 00641.80(d).

**00641.41 Mixing, Hauling, and Placing** - Replace the sentence that begins "Add water to the aggregate..." with the following two sentences:

Add water to the aggregate while mixing to provide a moisture content according to 00641.12 and paragraph (a) of this subsection. Road mix is not allowed on this Project.

**00641.44(a-1) Dense-graded Aggregates** - In the paragraph, replace "100%" with "95%".

**00641.80(b) Volume Basis** – Replace this subsection, except for the subsection number and title, with the following:

Measurement shall be per cubic yard of compacted material in place as determined by cross section from design surveys and design grades as shown or as directed by the Engineer.

## SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

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

No separate or additional payment will be made for emulsified asphalt tack coat.

## SECTION 00744 - MINOR HOT MIXED ASPHALT CONCRETE (MHMAC) PAVEMENT

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

**00744.01 Abbreviations** - Add the following abbreviation to the beginning of the list:

**MAMD** - Moving Average Maximum Density

**00744.02 Definitions** - Add the following definitions:

**Lot Size** - A lot is the total quantity of material or work produced per JMF per project. The following circumstances will require a different lot:

- A new JMF is used.
- The method for measuring compaction is changed.
- A change from one test procedure for measuring asphalt content to another test procedure for measuring asphalt content occurs.

The Engineer may allow material for irregular areas not completed during the main paving operations, such as driveways or guardrail flares to be evaluated as a separate lot.

**Sublot Size** - A subplot is 1,000 tons of MHMAC, or the amount of MHMAC placed in a day if less than 1,000 tons is placed.

**00744.10 Aggregate** - Replace the paragraph that begins "Furnish coarse, fine, and..." with the following paragraph:

Furnish coarse and fine aggregates for MHMAC meeting the following requirements:

**00744.10(c) Fractured Faces** - In the sentence that begins "Provide crushed aggregate...", replace "AASHTO TP 61" with "AASHTO T 335".

**00744.10(f) Fine Aggregate** - Replace the paragraph that begins "Blend Sand..." with the following paragraph:

Blend sand is allowed for Levels 1, 2, and 3 mixes. Do not use more than 6% natural or uncrushed blend sand, by weight, in the total aggregate. Provide a means of verifying and documenting the amount of blend sand added to the aggregate.

**00744.11(a) Asphalt Cement** - Delete the paragraph that begins "Testing of the asphalt cement...".

Delete the paragraph that begins "Asphalt in RAP material, when blended...".

**00744.13 Job Mix Formula (JMF) Requirements** - Replace the paragraph that begins "Provide a JMF for the Project meeting the following..." with the following paragraph:

Do not begin production of MHMAC for use on the Project until the JMF is reviewed by the Engineer and written consent is provided to proceed. A new JMF is required if the asphalt cement grade, additives, or the source of the aggregate changes during production. Provide a JMF for the Project meeting the following criteria:

Add the following paragraph to the end of this subsection:

For dense graded Level 3 wearing course mixes, the mix design submittal shall include the results of the performance testing as outlined in the latest ODOT Contractor Mix Design Guidelines for Asphalt Concrete.

**00744.14 Tolerances and Limits** - Under the "Constituent of Mixture/MHMAC All Types" list, delete the "Asphalt Cement - ODOT TM 321 (Cold Feed/Meter)..." line.

In the “Constituent of Mixture/HMAC All Types” list, in the item that begins “Moisture content at...”, replace “WAQTC TM 6” with “AASHTO T 329”.

**00744.44 Tack Coat** - Add the following paragraph to the end of this subsection:

Treat all paved surfaces on and against which MHMAC is to be place with an asphalt tack coat according to Section 00730. Immediately before applying the tack coat, clean and dry the surface to be tacked. Remove all material, loose or otherwise, that will reduce adhesion of the tack by brooming, flushing with water, or other approved methods.

Add the following subsection:

**00744.48 Hauling, Depositing, and Placing** - Haul, deposit, and place MHMAC as follows:

**(a) Hauling** - Cover MHMAC if rain or cold air temperatures are encountered any time between loading and placement.

MHMAC will be rejected before placing if one or more of the following is found:

- Below specified placing temperature limit
- Slumping or separating
- Solidifying or crusting
- Absorbing moisture
- Any other factors that may cause it to not perform as designed.

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

**(b) Placing** - Alternative equipment and means may be allowed by the Engineer if the use of a paver is impractical.

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

- It has been covered during transit.
- The MHMAC temperature is satisfactory.
- It is placed on a foundation free from pools or flow of water.
- All other requirements are met.

When leveling irregular surfaces and raising low areas, do not exceed 2 inches actual compacted thickness of any one lift, except the actual compacted thickness of intermittent areas of 1,000 square feet or less may exceed 2 inches, but not more than 4 inches. This may require portions of the mixture to be laid in two or more lifts.

Place the mixture in the number of lifts and courses, and to the compacted thickness for each lift and course, as shown. Place each course in one lift unless otherwise specified. Do not exceed a compacted thickness of 4 inches for any lift. Limit the minimum lift thickness to twice the maximum aggregate size in the mix.

Do not intermingle MHMAC produced from more than one JMF. Each base course panel placed during a working shift shall conform to a single JMF. The wearing course shall conform to a single JMF.

### SECTION 00749 – MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications modified as follows:

Add the following subsection:

**00749.14 CLSM** – CLSM for asphalt concrete pavement repair adjacent to curb shall be per section 00442.

**00749.92 Method “B” – Complete in Place Basis** – Add the following item to the end of the list:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(g) Asphalt Concrete Pavement Repair Adjacent to Curb	Foot

Item (g) includes sawcutting and furnishing and installation of MHMAC and CLSM to the depths noted on the project plans.

### SECTION 00756 - PLAIN CONCRETE PAVEMENT

Comply with Section 00756 of the Standard Specifications:

Section 00758, which is not a Standard Specification, is included for this Project by Special Provision.

### SECTION 00758 – POROUS CONCRETE PAVEMENT

**00758.00 Scope** - This work consists of furnishing, placing and finishing commercial grade concrete curbs, porous concrete walks, and miscellaneous surfaces. The commercial grade concrete items in this Section will be collectively referred to as "structures".

#### Materials

**00758.10 Materials** - Materials on this project shall conform to all requirements of ACI 522.1, 'Specification for pervious concrete pavement,' published by the American Concrete Institute, Farmington Hills, Michigan.

Course Aggregate in section 2.1 of ACI specification to be 1/4” - #10

#### Construction

**00758.10 Construction** – Construction on this project shall conform to all requirements of ACI 522.1

**00759.52 Protection of Concrete** – Protect the freshly poured concrete curbs and sidewalk from vandalism or other damage for a minimum of twenty-four (24) hours or until cured enough to support typical use, whichever is longer. Provide security personnel as necessary to guard the fresh concrete during this time. The number of personnel onsite shall be as necessary to protect the complete amount of concrete placed during the previous 24 hours. Any curb or sidewalk damaged by vandalism or other causes shall be replaced at no cost to the Agency.

All costs associated with protecting the freshly poured concrete shall be incidental to the sidewalk pay items.

### Measurement

**00758.80 Measurement** - Measurement for “Porous Concrete Walk” will be by the square foot regardless of pattern type for work actually constructed and accepted.

### Payment

**00758.90 Payment** -

Pay Item	Unit of Measurement
(a) Porous Concrete Walk	Square Foot

The unit cost contract price for “Porous Concrete Walk” will be full payment for all costs necessary to perform the work including permeable ballast surfacing, compaction, concrete placement, scoring, joints, joint filler and caulking materials, finishing, required quality control testing at the frequency outlined in ACI 522.1, use of weather protection devices and all other work necessary to complete the work as described herein.

## SECTION 00759 -MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

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

Contractor shall be responsible for ensuring curb ramps meet ADA requirements as constructed.

**00759.50(c) Driveways,Walks, and Surfacing** – Add the following to the end of this subsection:

The Contractor shall plan joint spacing layout prior to concrete placement. The joint pattern of any pour should consider the width of the concrete placement required by the plans. The maximum joint spacing shall not exceed the dimensions shown. Finish sidewalks in accordance with the scoring pattern and finish type as detailed. Review joint layout with the Engineer for approval prior to pouring.

Broom finish shall not be curved around objects in the concrete, nor shall a broom border be placed around an object in the pavement. The broom finish shall flow through any objects and maintain a consistent pattern through the sidewalk. Joints shall be clean, straight and free from slurry. Where joints intersect, the cross created by the intersecting joints shall be clean and free from slurry. Tool edges around all structures located in the sidewalks and driveways. Provide isolation joint material around structures and seal in accordance with 00585.

Add the following subsection:

**00759.52 Protection of Concrete** – Protect the freshly poured concrete curbs and sidewalk from vandalism or other damage for a minimum of twenty-four (24) hours or until cured enough to support typical use, whichever is longer. Provide security personnel as necessary to guard the fresh concrete during this time. The number of personnel onsite shall be as necessary to protect the complete amount of concrete placed during the previous 24 hours. Any curb or sidewalk damaged by vandalism or other causes shall be replaced at no cost to the Agency.

All costs associated with protecting the freshly poured concrete shall be incidental to the sidewalk pay items.

Add the following subsection:

**00759.53 Restoration of Adjacent Surfacing** – After sidewalks are cured and forms are stripped, restore any disturbed adjacent surfacing to prior condition or better. Restoration work includes but is not limited to fine grading, bark mulch, sod, and any other work necessary to match conditions.

**00759.90 Payment** – Add the following pay item:

(k) Truncated Domes ..... Square Foot

Add the following paragraph to the end of this subsection:

All costs associated with protecting the freshly poured concrete and restoration of adjacent surfacing shall be incidental to the applicable pay item.

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

Comply with Section 00850 of the Standard Specifications:

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

Comply with Section 00860 of the Standard Specifications modified as follows:

Add the following subsection:

**00860.80 Measurement** – Replace this section with the following:

**00860.80 Measurement** No measurement will be made for this lump sum item.

**00860.90 Payment** - Replace this subsection with the following:

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

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Longitudinal Pavement Markings, Paint	Lump Sum

In Item (a), 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 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications modified as follows:

Add the following subsection:

**00867.31 Manufacturer-Certified Installers** - Provide certified installer's according to 00850.31.

**00867.40 General** - Delete this subsection.

**00867.45 Installation** - Replace the bullet that begins "Type B: Preformed..." with the following bullet:

- **Type B-HS: Preformed, Fused Thermoplastic Film High Skid** - Install preformed, fused thermoplastic film high skid, that has intermixed reflective elements with factory installed crushed glass or aggregate on the surface for all staggered continental crosswalks, bike lane stencils, bike path railroad crossings, and other transverse pavement markings as shown.

**00867.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

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

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Pavement Bar, Type _____	Square Foot

In items (a) the type of pavement marking material will be inserted in the first blank.

Item (a) includes all transverse pavement markings that are defined as a "BAR", including but not limited to, stop bars, crosswalk bars, chevron bars, transverse median bars, and transverse shoulder bars.

Payment will be payment in full for furnishing and placing all materials, removal of any conflicting marking per section 00851 and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

Payment for work under this Section will be limited to 75% of the amount due until the Agency has received the signed warranty.

## SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

## SECTION 00920 - SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications. modified as follows:

**00920.80 Measurement** - No measurement will be made for sign support footings.

**00920.90 Payment** - No payment will be made for sign support footings as needed to complete the work.

## SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

**00930.01 Definitions and Terms** - In the "Pipe Sign Supports and Square Tube Sign Supports" definition, replace the words "Square Tube Sign Supports" with the words "Perforated Steel Square Tube Anchor Sign Supports".

In the "Minor Sign Supports" definition, replace the words "Square Tube Sign Supports" with the words "Perforated Steel Square Tube Anchor Sign Supports".

**00930.02 Working Drawings** - In the paragraph that begins "Working drawings are not...", delete the "Square Tube Sign Supports" bullet.

**00930.10 Materials** - In the paragraph that begins "Furnish galvanized bolts...", add the words "for Minor Sign Supports" after the words "job site".

In the paragraph that begins "All components of...", replace the sentence that begins "Galvanizing shall conform to..." with the following sentence:

Except for perforated steel square tube slip base sign supports and for perforated steel square tube anchor sign supports, galvanizing shall conform to the requirements of Section 02530. Galvanize perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports according to ASTM A653 G140.

**00930.40(b) Assembly of Metal** - Add the following paragraph to the end of this subsection:

Faying surfaces of plates shall be flat to within a tolerance of 1/32 inch in 12 inches and a tolerance of 1/16 inch overall. Base plates with leveling nuts shall be flat to within a tolerance of 1/8 inch in 12 inches and a tolerance of 3/16 inch overall.

**00930.40(c) Welding** - Replace the paragraph that begins "Weld steel sign structures..." with the following:

Weld steel sign structures according to AWS D1.1 with the following exceptions:

- AWS D1.1, Clause 3 prequalified welds for complete joint penetration (CJP) are not allowed.
- Qualify CJP welds according to AWS D1.1, Clause 4. Perform V-notch (CVN) testing at 70 °F meeting the requirements of the absorbed energy values of Table 4.14.

The fabricator shall inspect welds according to the details and requirements called out on the Contract Documents. This requirement will override all appropriate weld inspection requirements called out in Section 5.15 WELDED CONNECTIONS in AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals". Submit all Procedure Qualification Records, Welding Procedure Specifications, and testing procedures for Engineer's review prior to starting manufacturing. Submit certified copies of inspection reports to the Engineer for review.

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

The estimated quantities of structural steel are as follows:

<b>Item</b>	<b>Estimated Quantity (Pound)</b>
Perforated Steel Square Tube	100 lbs

**00930.90 Payment** - Replace pay items (n) and (q) with the following pay item:

<b>Item</b>	
(q) Perforated Steel Square Tube Anchor Sign Post and Anchor	Lump Sum

**00930.90 Payment** - Replace the paragraph that begins "No separate or additional payment..." with the following paragraph:

No separate or additional payment will be made for sign support footings, route marker frames, wind bracing, pole clamps, stainless steel clamps, mast arm street name sign mounts, or special sign brackets.

## **SECTION 00940 - SIGNS**

Comply with Section 00940 of the Standard Specifications modified as follows:

**00940.03 Drawings** - Replace the sentence that begins "The ODOT sign policy..." with the following sentence:

The ODOT sign policy is available on the ODOT Traffic-Roadway Section web site.

**00940.46 Inspection** - Replace the sentences that begin "Inspection will..." and "Testing for..." with the following sentence:

Inspection will be for conformance to the plans and Specifications, and for conformance to nighttime visibility.

## **SECTION 00990 – TRAFFIC SIGNALS**

Comply with Section 00990 of the Standard Specifications modified as follows:

**00990.00 Scope** – Replace this section with the following:

This work shall consist of furnishing and installing solar powered rectangular rapid flashing beacons (RRFB), at the locations indicated on the plans or where directed by the Engineer. All work shall be in accordance with ODOT Standard Specifications and as shown on the plans.

### **Materials**

Add the following subsection:

III. CONTRACT BOOKLET  
City of Tigard Sidewalk Infill – N. Dakota Street and 95th Avenue, Project No.: 95045

**00990.11 RRFB** - Supply ODOT Green sheet listed solar powered RRFB systems only.

### **Construction**

Add the following subsections:

**00990.48 RRFB** - The light intensity of the vehicle indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated November 2008. Manufacturer Certification of Compliance shall be provided upon request.

When activated, all indications associated with a given crosswalk (including those with an advance crossing sign, if used) shall simultaneously commence operation of their alternating rapid flashing within 120msec, and shall cease operation at a predetermined time after the pedestrian actuation.

The Pedestrian indication shall be directed at and visible to pedestrians in the crosswalk, and it shall flash concurrently with the vehicle indications to give confirmation that the RRFB-XL™ is in operation.

The system shall include an actuation counter providing data that can be downloaded on-site to a laptop computer using DB9 or USB type cables.

Autonomy with a fully charged battery shall be up to 14-28 days without sun, dependent upon ambient temperature and number of activations Materials

#### **00990.49 Light Bar Housing and Indications**

- The Light Bar housing shall be constructed of durable, corrosion resistant powder-coated aluminum with stainless steel fasteners.
- Enclosed components shall be modular in design whereby any component can be easily replaced using common hand tools, without having to remove the housing from the pole.
- All mounting hardware required for mounting the Light Bar housing shall be provided, and shall be stainless steel.
- Each of the two vehicle RRFB LED indications shall be approximately 7.25" wide x 3" high.
- A pedestrian LED indication, approximately 0.5" wide x 2.5" high, shall be side-mounted in the Light Bar housing to be directed at and visible to pedestrians in the crosswalk.
- The LEDs used shall be rated for a minimum 15-year life span.

#### **00990.50 Controller**

- The Controller shall be housed in a NEMA 3R rated aluminum enclosure, intended for indoor or outdoor use, primarily to provide a degree of protection against corrosion, windblown dust and rain, splashing water, hose-directed water, and damage from ice formation.
- The LED light outputs and flash pattern shall be completely programmable, with the capability to actuate RRFB, round LED signal beacons and LED-enhanced signs.
- The flashing output shall have 70 to 80 periods of flashing per minute, during which one of the yellow indications shall emit two medium pulses of light and the other yellow indication shall emit four short rapid pulses of light followed by a long pulse. The output current shall be maintained as programmed for the duration of the pulse. The flashing output shall be programmable.
- The Controller shall be reconfigurable if future MUTCD or State guidelines specify a different flash pattern.

- The Controller shall be capable of storing input/ count data in preset intervals, with downloadable capabilities using optional Windows-based PC software program and standard RS232 programming cable.
- The Controller shall be, in the unlikely event of failure, replaceable independently of other components.

#### **00990.51 Battery**

- The Battery shall be a 12VDC Absorbed Glass Mat (AGM) sealed lead-acid, maintenance-free battery.
- The Battery shall be rated at 45AH minimum and shall conform to Battery Council International (BCI) specifications.
- The Battery shall be solar-charged with a capacity up to 30 days of autonomy without sunlight, varying with ambient temperature and number of activations.
- The Battery shall be replaceable independently of other components.
- The Battery shall have a minimum operating temperature range of -76° to 140°F (-60° to 60°C).

#### **00990.52 Wireless Transceiver Radio**

- Radio control shall be solar-powered, operating on a FCC approved 900mhz frequency, hopping spread spectrum network with a normal operating range of 1000 feet.
- Radios shall provide wireless communication between the Assemblies to integrate the pushbutton activation of indications.
- To ensure all integral indications consistently flash in unison, the Radio shall synchronize the Controllers to activate the indications within 120msec of one other and remain synchronized throughout the duration of the flashing cycle.
- Radio systems shall operate from 3.6 VDC to 15VDC
- The Radio shall be, in the unlikely event of failure, replaceable independently of other components.
- The Radio shall have a minimum operating temperature range of -30°F to 165°F (-34.4° to 73.8°C).

#### **00990.53 Solar Panel**

- The Solar Panel shall provide 55 watts at peak total output.
- The Solar Panel shall be affixed to an aluminum plate and bracket, adjustable at an angle of 45°- 60° to facilitate adjustment for maximum solar collection and optimal battery strength.
- The Solar Panel Assembly (panel, plate and bracket) shall be mounted on a 360° rotatable pole cap mount, to facilitate adjustment for maximum solar collection and optimal battery strength.
- Rated for 90mph wind conditions
- The Solar Panel shall have a minimum operating temperature range of -40° to 185°F (-40° to 85°C).

#### **00990.54 Signs and Plaques**

- All signs shall conform to MUTCD standards.
- All sign blanks and plaques shall be Federally specified .080 gauge, 5052 aluminum.
- Unless specified otherwise, sign sheeting shall be 3M™ DG3 diamond grade cubed or equivalent prismatic sheeting, with anti-graffiti overlay.
- All sign assemblies shall use provided anti-vandal fasteners and tools to mount components to sign, and sign to fixture.
- Crossing signs shall be W11-2, S1-1 or W11-15 per MUTCD and the project plans.
- Crossing plaques W16-7P shall also accompany the crossing signs.

- Pedestrian pushbutton instruction signs shall be furnished, at a minimum size of 5" x 7", to be mounted adjacent to or integral with each pedestrian pushbutton.

**00990.55 Bulldog Pushbutton**

- The Push Button shall be capable of continuous operation within a temperature range of -30° to 165°F (-34° to 74°C).
- The Push Button shall be ADA compliant, and shall operate as a normally open (n/o) circuit.

**Payment**

**00990.90 Payment** – Add the following to the end of the list:

<b>Item</b>	<b>Lump Sum</b>
(h) Rectangular Rapid Flashing Beacon system, Complete	

Item (h) includes furnishing and installing all items of the RRFB system including the RRFBs, solar panels, batteries, pedestrian push buttons, poles and foundations, signage and communication systems.

**SECTION 01030 - SEEDING**

Comply with Section 01030 of the Standard Specifications 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:** Apply PLS at a rate of 43.63 lbs/acre (1 lb/1000 SF)

<b>Botanical Name</b> (Common Name)	<b>PLS ÷</b> (lb/acre)	<b>(% Purity x % Germination)</b> (minimum)	<b>=</b>	<b>Amount</b> (lb/acre)
Hordeum brachyantherum (Meadow Barley)	17.45	_____	_____	_____
Bromus carinatus (California Brome)	15.27	_____	_____	_____
Festuca rubra rubra (Native Red Fescue)	8.73	_____	_____	_____
Deschampsia cespitosa (Tufted Hairgrass)	1.31	_____	_____	_____
Agrostis exerata (Spike Bentgrass)	0.87	_____	_____	_____

- **Lawn Seeding:** Apply PLS at a rate of 305 lbs/acre (7 lb/ 1000sf)

Name	PLS (lb/acre)	÷ (%)	(% Purity (minimum)	x (%)	% Germination (minimum)	= Amount (lb/acre)
Fine Fescue**	91.0	_____	_____	_____	_____	_____
Perennial Ryegrass**	214.0	_____	_____	_____	_____	_____

\*\* Acceptable varieties (All of these varieties are trademarked):

Fine Fescues:

Creeping Red Fescue: Fortress, Ensylva

Chewings Fescue: Banner, Highlight, Koket, and Jamestown. Pennlawn and Cascade are acceptable only in Eastern Oregon.

Perennial Ryegrass:

Citation, Derby, Diplomat, Manhattan, Omega, Pennfine, Regal, and Yorktown II. Only Manhattan and Pennfine are acceptable east of the Cascades.

Add the following subsection:

**01030.44(c) Organic Fertilizer** - Furnish organic fertilizer that analyzes 4% nitrogen, 6% phosphoric acid, and 4% soluble potash. Furnish fertilizer that has no toxicity to sites where it will be applied.

### SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

**01040.48(a) Method "A" (Cultivated Planting Areas, Non-lawn)** - Where topsoil has been removed, is not adequate, or does not exist, scarify the planting area subgrade to a depth of 6 inches and import six inches of topsoil. Imported topsoil shall be tested as specified.

Incorporate two inches of soil conditioner into the imported topsoil. Where topsoil is present and is weed free, incorporate two inches of compost into the top four inches of native soil. Incorporate other amendments, conditioners and bio-amendments as required by the soil fertility test and soil amendment report and soil bio-amendment report in order to provide a soil capable of supporting the specified plants. Traditional fertilization techniques (applying N-P-K) are detrimental to the soil and should be avoided when using native plants.

**01040.49 General Planting** – Add the following to the end of this subsection:

The following watering frequencies are required:

- Deciduous trees that are 1 inch and larger, water at a frequency of 15 gallons of water at each tree at least once every two weeks..
- Conifer trees that are over 4 feet tall, water at a frequency of 15 gallons of water at each tree at least once every two weeks.
- All shrubs, water at a frequency of 1 inch of water at least every two weeks.

- All herbaceous planting and seeded areas, water at a frequency of 1 inch of water at least every two weeks.

**01040.53 Mulch** – Replace with the following:

Apply a 2” deep layer of compost mulch material a minimum of 18” radius around all tree trunks and minimum 9” radius around all shrubs.

**01040.55 Miscellaneous Items** – Add the following subsection:

**(k) Plant Protection Fencing** – Install plant protection fencing and posts as shown on the Drawings and per manufacturer’s recommendations.

**01040.80 Measurement** – Replace this section with the following:

**01040.80 Measurement** – The quantities of plantings performed under this section will be measured on the unit basis for plant materials installed. No measurement will be made for mulch or root barrier as shown on the project plans.

The quantities of topsoil will be measure on the volume basis in the hauling vehicle. Topsoil taken from the required excavations according to 00330.10 will be measured according to 00330.82

**01040.90 (d) Plant material** – Add the following to the end of this subsection:

Mulch, soil amendments and root barrier to be installed as shown on the contract documents shall be considered incidental to the plant material being installed.

## **SECTION 01070 - MAILBOX SUPPORTS**

Comply with Section 01070 of the Standard Specifications modified as follows:

**01070.14 Post Mounting Socket** - Replace this subsection, except for the subsection number and title, with the following:

Furnish post anchors from the QPL.

## **SECTION 02001 - CONCRETE**

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

**02001.02 Abbreviations and Definitions** - Replace the "Modifiers" line with the following:

**Modifiers** - Pozzolans, ground granulated blast furnace slag, and latex.

Replace the "Pozzolans" line with the following:

**Pozzolans** - Fly ash, silica fume, and metakaolin.

**02001.30 Concrete Mix Design** - In the paragraph that begins “Submit new or current...”, replace the sentence that begins “Allow 14 calendar days...” with the following sentence:

Allow 14 calendar days for the review.

Replace the paragraph that begins "High performance concrete..." with the following paragraph and bullets:

High performance concrete (HPC) mix designs shall contain any of the following:

- Cementitious material with 66% portland cement, 30% fly ash, and 4% silica fume.
- Cementitious material with modifiers proportioned according to 02001.31(c) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.
- Cementitious material with modifiers and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.

**02001.31(b) Pozzolans** - Replace this subsection, except for the subsection number and title, with the following:

Pozzolans or GGBFS may be used separately or in combinations up to 30% of the total cementitious materials content.

**02001.31(c) Modifiers** - Replace this subsection, except for the subsection number and title, with the following:

Modifiers may be used separately or in combinations as approved by the Engineer. Alternate HPC proportions may be:

Fly Ash	12% - 18%
GGBFS	20% - 35%
Silica Fume	3% - 5%

For alternate HPC mix designs do not replace more than 50% of total cementitious material with modifiers.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

**02001.31(f) Aggregate** - Replace the paragraph that begins "If the nominal... and the three bullets with the following paragraph and bullets:

If the nominal maximum size of the coarse aggregate is not included as a part of the class of concrete, or shown on the plans, any size from 1 1/2 inch to 3/8 inch nominal maximum size aggregate may be used according to the ACI guidelines except:

- Use 3/4 inch nominal maximum size or larger aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size aggregates in drilled shafts unless otherwise indicated.

**02001.32(b) Plastic Concrete** - Add the following to the bottom of the test and test method list:

Length Change  
Permeability

ASTM C 157  
AASHTO T 277

Add the following subsections:

**02001.32(d) Length Change Tests** - For all HPC mix designs, make at least three specimens from the trial batch for length change testing. Test samples according to ASTM C 157. Wet cure the samples until they have reached an age of 14 days, including the period in the molds. Store and measure samples according to ASTM C 157, section 11.1.2. Report length change results at 4, 7, 14, 28, and 56 day time intervals.

**02001.32(e) Permeability Tests** - For alternate HPC mix designs, make at least three specimens for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

Permeability tests are not required when HPC mix designs contain cementitious material with 66% portland cement, 30% fly ash, and 4% silica fume.

**02001.34 Current Mix Designs** - Add the following paragraphs to the end of this subsection:

For HPC mix designs, test according to the following and submit results:

Test	Test Method	Acceptance Value
Length Change	ASTM C 157	—
Permeability	AASHTO T 277	1,000 coulombs (max.) at 90 days

Add the following subsections:

**02001.34(a) Length Change Tests** - For all HPC mix designs make at least three specimens for length change testing. Test samples according to ASTM C 157. Wet cure the samples until they have reached an age of 14 days, including the period in the molds. Store and measure samples according to ASTM C 157, section 11.1.2. Report length change results at 4, 7, 14, 28, and 56 day time intervals.

**02001.34(b) Permeability Tests** - For alternate HPC mix designs make at least three specimens for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

Permeability tests are not required when HPC mix designs contain cementitious material with 66% portland cement, 30% fly ash, and 4% silica fume.

## SECTION 02010 - PORTLAND CEMENT

Comply with Section 02010 of the Standard Specifications modified as follows:

**02010.10(b) Specifications** - Replace the bullet that begins "Cement used west..." with the following bullet:

- Cement shall have a total alkali content (sodium and potassium oxide calculated as  $\text{Na}_2\text{O} + 0.658 \text{K}_2\text{O}$ ) not exceeding 0.60%.

**02010.20 Blended Hydraulic Cement** - Replace the paragraph that begins “Blended hydraulic cement...” with the following paragraph:

Blended hydraulic cement shall be either Type IS-Portland blast-furnace slag cement, Type IP-Portland-pozzolan cement, or Type IT-ternary blended cement according to AASHTO M 240, modified as follows:

Add the following paragraph to the end of this subsection:

Furnish blended hydraulic cement from the QPL.

## SECTION 02020 - WATER

Comply with Section 02020 of the Standard Specifications modified as follows:

**02020.10 Water** - Replace this subsection, except for the subsection number and title, with the following:

**(a) General** - Water used in mixing or curing concrete, mortar, grout, and in mixing cement-treated base shall be reasonably clean, and free of oil, sugar, organic matter, or other substances injurious to the finished product.

**(b) Potable** - Potable water may be used without testing if the Contractor provides a quality compliance certificate verifying that the water has met the limits and ranges of ASTM C 1602, according to tests made within the last two years.

Water approved for public use by the Oregon Health Division may be accepted for use without testing.

**(c) Non-Potable, Unknown Quality, or Suspected Quality** - Non-potable, Unknown Quality, or Suspected Quality water shall be tested at no additional cost to the Agency. Test according to ASTM C 114 and ASTM C 1603. Water from concrete production operations is considered Unknown Quality. Results of testing shall comply with the limits and ranges of ASTM C 1602 and shall be available for review upon request.

## SECTION 02030 - MODIFIERS

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

**02030.10 Fly Ash** - Replace this subsection with the following subsection:

**02030.10 Fly Ash** - Furnish Class C, Class F, or Class N fly ash from the QPL and conforming to AASHTO M 295 (ASTM C 618).

**02030.20(a) Types** - Replace the sentence that begins “The silica fume portion...” with the following two sentences:

The silica fume portion shall conform to AASHTO M 307. Total alkalis, as equivalent Sodium Oxide (Na<sub>2</sub>O), shall be 1.5 percent maximum.

Add the following subsection:

**02030.50 Metakaolin** - Provide metakaolin from the QPL and conforming to AASHTO M 295 (ASTM C 618) Class N.

### SECTION 02040 - CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications modified as follows:

**02040.10 Materials** - Replace the table with the following:

<b>Admixture</b>	<b>Specification</b>
Air-entraining	AASHTO M 154 (ASTM C 260)
Type A - Water-reducing	AASHTO M 194 (ASTM C 494)
Type B - Retarding	AASHTO M 194 (ASTM C 494)
Type C - Accelerating	AASHTO M 194 (ASTM C 494)
Type D - Water-reducing and Retarding	AASHTO M 194 (ASTM C 494)
Type E - Water-reducing and Accelerating	AASHTO M 194 (ASTM C 494)
Type F - Water-reducing, High Range	AASHTO M 194 (ASTM C 494)
Type G - Water-reducing, High Range and Retarding	AASHTO M 194 (ASTM C 494)
Type S - Specific Performance	AASHTO M 194 (ASTM C 494)

### SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for liquid compounds, polyethylene films, and curing blankets used to cover concrete and other surfaces to retain moisture and to cure.

**02050.10 Liquid Compounds** - In the paragraph that begins "Furnish liquid...", replace "AASHTO M 148" with "ASTM C 309".

Add the following to the end of this subsection:

Before using liquid compounds, submit one quart samples of each lot for testing except samples are not required for commercial grade concrete applications unless the liquid compound is a conditionally approved product.

**02050.40 Liquid Evaporation Reducer Compounds** - Delete this subsection.

### SECTION 02110 - POSTS, BLOCKS, AND BRACES

Comply with Section 02110 of the Standard Specifications modified as follows:

**02110.40 Wood Sign Posts** - Replace the sentence that begins "Fabricate wood sign posts..." with the following sentence:

Fabricate wood sign posts from Douglas fir, surfaced four sides (S4S) and free of heart center (FOHC).

**02110.40(a) Grading** - Replace the Douglas Fir and Hem-Fir grading requirements with the following grading requirements:

Species	4" x 4"	4" x 6"	6" x 6" and Larger
Douglas Fir	No. 1 124-b WCLIB 42.11 WWPA	No. 1 123-b WCLIB 62.11 WWPA	No. 1 131-b WCLIB 80.11 WWPA

### SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

**02320.10(a-1) Geotextiles** - Replace the bullet that begins "Meet or exceed..." with the following bullet:

- Meet or exceed the properties specified in 02320.20.

**02320.10(c-2) Level B - Manufacturer's Quality Compliance Certificate** - In the paragraph that begins "If the brochure..." replace the words "in Table 02320-1" with the words "in 02320.20".

**02320.20 Geotextile Property Values** - Replace Table 02320-1 with the following tables:

**Table 02320-1 Geotextile Property Values for Drainage Geotextile<sup>1,2</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	115	250	160
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	67	40	90	56
Puncture Strength (minimum)	D 6241	lb	370	220	495	310
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40

Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50	50	50
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table. <sup>2</sup> Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

**Table 02320-2 Geotextile Property Values for Riprap Geotextile <sup>1,2</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	250	160	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	90	56	110	80
Puncture Strength (minimum)	D 6241	lb	495	310	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70	70

**Table 02320-2 Geotextile Property Values for Riprap Geotextile** <sup>1,2</sup>

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.						
<sup>2</sup> Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

**Table 02320-3 Geotextile Property Values for Sediment Fence <sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements		
			Supported	Unsupported	
			—	Elongation <sup>2</sup> ≥ 50%	Elongation <sup>2</sup> ≤ 50%
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	90 90	120 100	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30	30
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.05	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table. <sup>2</sup> Measured according to ASTM D 4632.					

**Table 02320-4 Geotextile Property Values for Subgrade Geotextile (Separation) <sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	113
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	68	41
Puncture Strength (minimum)	D 6241	lb	371	223
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.				

**Table 02320-5 Geotextile Property Values for Embankment Geotextile <sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	110	80
Puncture Strength (minimum)	D 6241	lb	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec <sup>-1</sup>	0.02	0.02
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.				

**Table 02320-6 Geotextile Property Values for Pavement Overlay Geotextile<sup>1</sup>**

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements
			Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	100
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	≥ 50
Asphalt Retention (minimum)	D 6140	oz./sq.ft.	2.8
Melting Point (minimum)	D 276	°F	300
<sup>1</sup> All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.			

### SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

**02440.10 Preformed Joint Fillers for Concrete** - Replace this subsection, except for the subsection number and title with the following:

Furnish preformed joint fillers for concrete from the QPL conforming to the requirements of AASHTO M 153 or AASHTO M 213.

### SECTION 02450 - MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

Add the following subsection:

**02450.15 Precast Concrete Catch Basins and Inlets** - Furnish precast concrete catch basins and inlets conforming to the requirements of ASTM C 913.

**02450.30 Metal Frames, Covers, Grates, and Ladders** - Under the Projects on State Highways requirements, replace the "Inlet frames and grates" line with the following lines:

Inlet frames and grates	M 306	Class 35 B
	M 227 (A 663)	65
	M 270 (A 709) A 36	36
	M 103 (A 27)	65 - 35

## SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

**02510.10 Deformed Bar Reinforcement** - Replace the sentence that begins "Unless otherwise specified..." with the following sentence:

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

**02510.20 Mechanical Splices** - Replace the bullet that begins "Provide mechanical splices..." with the following bullet:

- Provide mechanical splices from the QPL that develop at least the specified tensile strength or 135% of the specified minimum yield strength of the reinforcing bars in tension, whichever is less. Where bars of different sizes or strengths are connected, the governing strength shall be the strength of the smaller or weaker bar.

Add the following subsection:

**02510.25 Headed Bar Reinforcement** - Furnish Class HA headed steel bar from the QPL for concrete reinforcement. The headed steel bar shall develop the specified minimum tensile strength of the reinforcing bars, according to ASTM A 970. Ferrous-filler coupling sleeves, forged headed steel bars, and welded headed steel bars are not allowed for concrete reinforcement.

**02510.40 Welded Wire Fabric** - Replace this subsection with the following subsection:

**02510.40 Welded Wire Reinforcement** - Welded wire reinforcement shall conform to AASHTO M 55 (ASTM A 185). Deformed welded wire reinforcement shall conform to AASHTO M 221 (ASTM A 497).

## SECTION 02530 - STRUCTURAL STEEL

Comply with Section 02530 of the Standard Specifications modified as follows:

**02530.71 Repair of Hot-Dip Galvanizing** - Replace this subsection, except for the subsection number and title, with the following:

Repair damaged hot-dip galvanizing according to ASTM A 780 and ASTM A 123. Minimum dry film thickness is 3 mils. Minimum zinc content for Method A2 is 92 percent on the dry film.

## SECTION 02560 - FASTENERS

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

**02560.30 Tie Rods and Anchor Bolts** - Replace this subsection with the following subsection:

**02560.30 Tie Rods, Anchor Bolts, and Anchor Rods:**

**(a) Steel Tie Rods, Anchor Bolts, and Anchor Rods** - Steel tie rods, anchor bolts, and anchor rods shall conform to: AASHTO M 314, Grade 36 or 55; ASTM F 1554, Grade 36 or 55.

**(b) High-Strength Tie Rods, High-Strength Anchor Bolts, and High-Strength Anchor Rods** - High-strength tie rods, high-strength anchor bolts, and high-strength anchor rods shall conform to: AASHTO M 314, Grade 105; ASTM F 1554, Grade 105; or ASTM A 449, Type 1.

**(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 AASHTO M 291 (ASTM A 563), Grade A

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

- All - Heavy Hex AASHTO M 291 (ASTM A 563), Grade A, C, D, or DH

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

- All - Heavy Hex AASHTO M 291 (ASTM A 563), Grade DH

**(d) Washers** - Washers for anchor bolts shall conform to ASTM F 436, Type 1.

**02560.40 Galvanizing and Coating of Fasteners, Tie Rods, and Anchor Bolts** - Replace this subsection title with the title "**Galvanizing and Coating:**"

**02560.40(a) Galvanizing of Fasteners, Tie Rods, and Anchor Bolts** - Replace this subsection with the following subsection:

**02560.40(a) Galvanizing of Fasteners, Tie Rods, Anchor Bolts, and Anchor Rods** - Hot-dip galvanize fasteners, tie rods, anchor bolts, anchor rods, nuts, and washers according to AASHTO M 111 (ASTM A 123) or AASHTO M 232 (ASTM A 153) as appropriate to the product.

When specified, mechanically galvanize fasteners according to ASTM B 695, Class 50, Type 1.

Match galvanized bolts, tie rods, anchor bolts, and anchor rods with appropriate galvanized nuts for assembly. Ship nuts in the same container consisting of bolts, tie rods, anchor bolts, or anchor rods.

Overtap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to AASHTO M 291 (ASTM A 563).

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

**02560.60(a) Rotational Capacity Test** - In the paragraph that begins "Test all high-strength fasteners...", replace the first sentence with the following sentence:

Test all high-strength fasteners, except high-strength tie rods, high-strength anchor bolts, and high-strength anchor rods, according to Method 1 or 2 below, as applicable.

**02560.60(b) Other Test Requirements** - Replace the two paragraphs that begin "Provide three extra high strength bolt assemblies..." and "Provide three extra high strength tie rod and..." with the following two paragraphs:

Provide three high-strength bolt assemblies per size per lot for check testing.

Provide one high-strength tie rod assembly, one high-strength anchor bolt assembly, and one high-strength anchor rod assembly per size per lot for check testing.

**02560.70 Lubricating Fasteners** - Replace this subsection, except for the subsection number and title, with the following:

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 job site. Clean, relubricate with a lubricant from the QPL, and retest fasteners that do not pass the field rotational capacity test. Obtain the Manufacturer's approval before relubricating tension control fasteners that are designed to automatically provide the tension.

Coat the outer surface of the collar in lock-pin and collar fasteners with an approved Manufacturer lubricant.

### SECTION 02630 - BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications modified as follows:

**02630.10(a) Grading** - In Table 02630-01, add the following sieve size line before the No. 10 sieve size line and add the following footnote at the end to the table:

No. 4 \*        -        -        -        -        -

\* Report percent passing sieve when no grading requirements are listed

**02630.10(b) Fracture of Rounded Rock** - In the sentence that begins "Fracture of rounded rock...", replace "AASHTO TP 61" with "AASHTO T 335".

**02630.11(b) Fracture of Rounded Rock** - In the sentence that begins "Fracture of rounded rock...", replace "AASHTO TP 61" with "AASHTO T 335".

### **SECTION 02640 - SHOULDER AGGREGATE**

Comply with Section 02640 of the Standard Specifications modified as follows:

**02640.10(b) Fracture of Rounded Rock** - In the sentence that begins "Fracture of rounded rock...", replace "AASHTO TP 61" with "AASHTO T 335".

### **SECTION 02910 - SIGN MATERIALS**

Comply with Section 02910 of the Standard Specifications modified as follows:

**02910.02 Types of Signs** - Add "O6", "O8", "W12", and "YW" sign types and replace the "B2", "B3", "C1", "C2", "F1", "G1", "G2", "G3", "G4", "O3", "O4", "O5", "R1", "W9", "W11", and "Y7" sign types with the following:

- "B2"** Blue Type III or Type IV sheeting background with white Type IX permanent removable legend.
- "B3"** Blue Type IX sheeting background with white Type IX permanent or removable legend or white Type IX sheeting overlaid with blue transparent paste background, with retroreflective silver-white screened legend.
- "C1"** Brown Type III or Type IV sheeting background with white Type IX permanent or removable legend.
- "C2"** Brown Type IX sheeting background with white Type IX permanent or removable legend or white Type IX sheeting overlaid with brown transparent paste background, with retroreflective silver-white screened legend.
- "F1"** White Type IX sheeting background overlaid with red and blue transparent paste background with white Type IX permanent legend.
- "G1"** Green Type III or Type IV sheeting background with white Type IX removable legend.
- "G2"** Green Type III or Type IV sheeting background with white Type IX permanent legend.
- "G3"** Green Type IX sheeting background with white Type IX permanent legend, or white Type IX sheeting background overlaid with green transparent paste background with retroreflective silver-white screened legend.
- "G4"** Green Type IX sheeting background with white Type IX removable legend.
- "O3"** Fluorescent orange Type VIII, or Type IX sheeting background with black nonreflective permanent legend and red retroreflective symbol (Stop or Yield Ahead Symbol Sign).
- "O4"** Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend.

- "O5" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective removable legend.
- "O6" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend and red, yellow, and green Type VIII and Type IX circles. (Signal Ahead Symbol Sign)
- "O8" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective screened or cut-out permanent legend and silver-white Type VIII or Type IX symbol. (Speed Reduction Symbol Sign)
- "R1" White Type IX sheeting background overlaid with red transparent paste background with white Type IX permanent legend.
- "W9" Silver-white Type III or Type IV sheeting background with blue nonreflective screened or cut-out permanent legend.
- "W11" Silver-white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend with red Type III or Type IV symbol.
- "W12" Silver-white Type III or Type IV sheeting background with transparent green screened legend or green Type III or Type IV cut-out permanent legend with blue Type III or Type IV symbol.
- "Y7" Fluorescent yellow Type IX sheeting background with black nonreflective screened or cut-out permanent legend and red Type IX symbol. (Stop or Yield Ahead Symbol Sign)
- "YW" Yellow Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend, and white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend and red Type III or Type IV symbol.

**02910.10 Aluminum** - In the paragraph that begins "Fabricate sheet...", replace the sentence that begins "Fabricate sheet aluminum..." with the following two sentences:

Fabricate sheet aluminum signs from aluminum alloy 6061-T6, 5052-H38, 5154-H38, or approved equal. Give a chromate treatment conforming to ASTM B 449, Class 2 or a titanium-based coating according to ASTM B 921.

**02910.20(a) General** - Replace the sentence that begins "Use reflective sheeting..." with the following sentence:

Use reflective sheeting Type I and retroreflective sheeting Type III, Type IV, Type VIII, and Type IX from the QPL and the following:

**02910.32(b) Retroreflective Sheeting Legend** - In the paragraph that begins "The silver-white or...", replace the sentence that begins "The white retroreflective sheeting..." with the following sentence:

The white retroreflective sheeting shall consist of Type IX sheeting conforming to 02910.20.

**02910.75 Manufacturer's Warranty** - Replace the paragraph that begins "For retroreflective Type III..." with the following paragraph:

For retroreflective Type III and Type IV sheeting used for permanent signs, provide a Warranty, for a Warranty period of 10 years, for restoring sign panels and replacing sheeting if the sheeting has failed as defined below.

In the paragraph that begins "For purposed of the Warranty...", replace the bullet that begins "70% of minimum coefficient...", with the following bullet:

- 70% of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D 4956 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 sheeting.

**SECTION 03020 - EROSION MATERIALS**

Section 03020, which is not a Standard Specification, is included in this Project by Special Provision.

**Description**

**03020.00 Scope** - This Section includes the requirements for erosion control materials.

**Materials**

**03020.10 Commercially Manufactured Compost** - Furnish commercially manufactured compost that:

- Is processed through thermophilic composting meeting the EPA's definition of "Process to Further Reduce Pathogens".
- Is from a commercial compost facility that holds a current DEQ composting permit or is registered with DEQ as a composting facility.
- Meets the requirements of the US Composting Council (USCC) and its Seal of Testing Assurance (STA) program.
- Contains a minimum 65% by volume of the following recycled plant waste:
  - Source-separated yard and garden wastes
  - Wood wastes
  - Agricultural crop residues
  - Wax-coated cardboard
  - Preconsumer vegetative food wastes
  - Other similar source-separated materials that the DEQ has determined to have a comparable low level of risk in hazardous substances, human pathogens, and physical contaminants.
  - Manure or biosolids based composts when approved.
- Meets the following compost particle size and media parameters:

**Compost Particle Size**

Sieve Size	Compost Type		
	Fine*	Medium*	Coarse**
	<b>Percent Passing (By Dry Weight)</b>		
3"	100	100	100
1"	99 - 100	95 - 100	90 - 100

3/4"	99 - 100	95 - 100	70 - 100
5/8"	95 - 100	90 - 100	70 - 100
1/2"	80 - 100	70 - 100	60 - 100
1/4"	75 - 100	70 - 90	30 - 60
* maximum 3 inch particle length ** maximum 6 inch particle length			

**Media Parameters**

Test	Test Method	Requirements		
Physical Contaminants*	TMECC** 03.08-A	Less than 1.0%		
Organic Matter	TMECC** 05.07-A	35% (Minimum)		
pH	TMECC** 04.11-A	6.0 to 8.5		
Soluble Salt Concentration	TMECC** 04.10-A	5 dS/m (Maximum)		
Total Carbon Total Nitrogen	TMECC** 04.02-D TMECC** 04.02-D	Carbon/Nitrogen Ratio		
		Fine	Medium	Coarse
		< 25:1	< 30:1	< 35:1
Stability	TMECC** 05.08-B	≤ 8		
Maturity	TMECC** 05.05-A	80% or Greater		
Moisture Content	TMECC** 03.09-A	35 - 60% (Wet Weight)		
* Man-made Inert ** Test Methods for Evaluation of Compost and Composting				

**03020.90 Acceptance** - Acceptance of commercially manufactured compost material will be the following:

- Quality compliance certification according to 00165.35.
- Copies of STA lab analysis.
- Copy of DEQ permit or registration of the compost producer.

**ATTACHMENT L**  
**OREGON PREVAILING WAGE RATES**  
**CITY OF TIGARD**  
**SIDEWALK INFILL – N. DAKOTA STREET AND 95<sup>TH</sup> AVENUE**

May be downloaded from [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)

**ATTACHMENT M  
DAVIS BACON WAGE RATES  
CITY OF TIGARD  
SIDEWALK INFILL – N. DAKOTA STREET AND 95<sup>TH</sup> AVENUE**

General Decision Number: OR160001 01/08/2016 OR1

Superseded General Decision Number: OR20150001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

**HIGHWAY CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

BROR0001-006 06/01/2014

BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR (NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.88	16.50

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BROR0001-007 06/01/2014

BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR (SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.68	16.15

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CARP9001-001 06/01/2012

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 32.61	14.44
DIVER STANDBY.....	\$ 34.42	14.44
DIVERS TENDERS.....	\$ 36.97	14.44
DIVERS.....	\$ 78.38	14.44
MANIFOLD AND/OR DECOMPRESSION CHAMBER OPERATORS.....	\$ 30.28	14.44
MILLWRIGHTS.....	\$ 33.11	14.44
PILEDRIVERS.....	\$ 33.61	14.44

DEPTH PAY:

50 to 100 feet	\$1.00 per foot over 50 feet
101 to 150 feet	1.50 per foot over 101 feet
151 to 200 feet	2.00 per foot over 151 feet

Zone Differential (Add to Zone 1 rates):

Zone 2 -	\$0.85
Zone 3 -	1.25
Zone 4 -	1.70
Zone 5 -	2.00
Zone 6 -	3.00

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 60 miles from the respective City Hall

ZONE 5 - More than 60 miles and less than 70 miles from the respective City Hall

ZONE 6 - More than 70 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OREGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND	LONGVIEW
PORTLAND	MEDFORD	THE DALLES
VANCOUVER		

BASEPOINTS FOR PILEDRIVERS AND DIVERS

ASTORIA	BEND	COOS BAY
EUGENE	KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT	PORTLAND
ROSEBURG	SALEM	THE DALLES

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 \* ELEC0048-006 01/01/2015

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK,  
 WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 40.20	21.50

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:  
 Zone 1: 31-50 miles \$1.50/hour  
 Zone 2: 51-70 miles \$3.50/hour  
 Zone 3: 71-90 miles \$5.50/hour  
 Zone 4: Beyond 90 miles \$9.00/hour

\*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

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 ELEC0112-001 06/01/2015

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.74	18.65
ELECTRICIAN.....	\$ 38.80	18.59

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 ELEC0280-003 01/01/2015

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 41.15	17.75
ELECTRICIAN.....	\$ 37.41	17.75

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 ELEC0291-006 06/08/2015

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.97	5%+10.71
ELECTRICIAN.....	\$ 28.15	5%+10.71

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 \* ELEC0659-004 01/01/2015

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY), HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.48	15.71
ELECTRICIAN.....	\$ 30.44	15.71

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	\$1.50 PER HOUR
ZONE 3:	>30-40 MILES	\$3.30 PER HOUR
ZONE 4:	>40-50 MILES	\$5.00 PER HOUR
ZONE 5:	>50-60 MILES	\$6.80 PER HOUR
ZONE 6:	>60 MILES	\$9.50 PER HOUR

\*THESE ARE NOT MILES DRIVEN. ZONES ARE BASED ON DELORNE STREET ATLAS USA 5.0.

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 ELEC0932-004 01/01/2015

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.50	15.39

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 ENGI0701-005 01/01/2015

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
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POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 39.47	14.10
GROUP 1A.....	\$ 41.44	14.10
GROUP 1B.....	\$ 43.42	14.10
GROUP 2.....	\$ 37.58	14.10
GROUP 3.....	\$ 36.44	14.10
GROUP 4.....	\$ 35.36	14.10
GROUP 5.....	\$ 34.13	14.10
GROUP 6.....	\$ 30.94	14.10

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more;

Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and

including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

#### Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

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IRON0029-004 07/01/2015

Rates

Fringes



storage tanks on project, Asphalt Plant; Asphalt Spreader; Batch Weighman; Broomers; Brush Burners and Cutters; Choker Setter; Choker Splicer; Clary Power Spreader; Clean-up Laborer; Clean up Nozzleman (concrete, rock, etc); Concrete Laborer; Crusher Feeder; Curing, Concrete; Demolition, wrecking, and moving; Dopping and Wrapping Pipe; Dumpman (for Grading Crew); Erosion Control Specialist; Fine Graders; Fence Builders; Form Strippers; Guard Rail, Median Rail, Barriers, Reference Post, Guide Post, Right of Way Marker; Remote Control (Dry Pack Machine, Jackhammer, Chipping Guns, Compaction, Paving Breakers, Hand Held Concrete Saw, Demo Saw, Core Drill); Precast Concrete Setter; Pressure Washer; Railroad Track Laborer; Ribbon Setter; Rip Rap Map; Sand Blasting (Wet); Scaffold Tender; Self Propelled Concrete Buggy; Sewer Laborer; Sign Erector; Signalman; Scissor and Manlift; Skipman; Slopers; Sprayman; Stake Chaser; Stake Setter; Tamper; Timber Faller and Bucker; Tool Operators (Hand Held, Walk Behind)

GROUP 2: Asbestos Removal; Asphalt Rakers, Bit Grinder, Concrete Core Drill, Concrete Pump Nozzleman, Concrete Saw Operator (Walk Behind, Walk Saw, Rail Mounted, Wire); Drill Operator; Grade Checker; Guniting Nozzleman; Hazardous Waste Laborer; High Scalers; Laser Beam (Pipe Laying); Loop Installation; Manhole Builder; Mold Remediation Laborer; Nippers and Timberman; Pipelayer; Powderman; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzleman; Sand Blasting (Dry); Sewer Timberman; Tugger Operator; Vibrators; Water Blaster

GROUP 3: Final Clean-up(detailed clean-up, limited to cleaning up floors, ceilings, walls, windows-prior to acceptance by the owner); Fire Watch; Landscaper; Traffic Flagger

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

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PAIN0055-002 11/01/2014

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 33.43	11.08

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\* PAIN0055-033 07/01/2015

	Rates	Fringes
PAINTER		
BAKER, BENTON, CLATSOP,		
CROOK, DESCHUTES, GRANT,		
GILLIAM, HARNEY,		
JEFFERSON, LAKE, LANE,		
LINN, LINCOLN, MALHEUR,		
MARION, POLK, TILLAMOOK,		
SHERMAN, UNION, WHEELER		
AND YAMHILL COUNTIES		
High work-All work 60		
feet or higher.....	\$ 22.22	10.13
Painters.....	\$ 21.47	10.13
CLACKAMAS, COLUMBIA, HOOD		
RIVER, MULTNOMAH, MORROW,		
UMATILLA, WALLOWA, WASCO		
AND WASHINGTON COUNTIES		
High work-All work 60		
feet or higher.....	\$ 23.22	10.13
Painters.....	\$ 22.47	10.13
JACKSON AND KLAMATH		
COUNTIES		
High Work-All Work 60		
feet or higher.....	\$ 20.22	10.13
Painters.....	\$ 19.47	10.13

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PLAS0555-001 06/01/2015

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH		
COMPOSITION/POWER		
MACHINERY AND		
SUSPENDED/HANGING SCAFFOLD..	\$ 30.00	18.18
CEMENT MASONS ON		
SUSPENDED, SWINGING AND/OR		
HANGING SCAFFOLD.....	\$ 30.60	18.18
CEMENT MASONS.....	\$ 30.60	18.18
COMPOSITION WORKERS AND		
POWER MACHINERY OPERATORS...	\$ 31.20	18.18

Zone Differential (Add To Zone 1 Rates):  
Zone 2 - \$0.65  
Zone 3 - 1.15

Zone 4 - 1.70  
 Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,  
 SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the  
 respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the  
 respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the  
 respective city hall.

ZONE 5: More than 80 miles from the respective city hall

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 TEAM0037-004 06/01/2014

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 26.90	14.37
GROUP 2.....	\$ 27.02	14.37
GROUP 3.....	\$ 27.15	14.37
GROUP 4.....	\$ 27.41	14.37
GROUP 5.....	\$ 27.63	14.37
GROUP 6.....	\$ 27.99	14.37
GROUP 7.....	\$ 27.99	14.37

Zone Differential (add to Zone 1 rates):

Zone 2 - \$0.65  
 Zone 3 - 1.15  
 Zone 4 - 1.70  
 Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the  
 respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the  
 respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the  
 respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the  
 respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS

BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cy yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds.,

includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS -(LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

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SUOR1991-003 04/01/1991

	Rates	Fringes
Timber Sales Roads:		
LABORERS.....	\$ 8.35	4.30
OPERATING ENGINEERS.....	\$ 10.37	4.15
POWER SAW, DRILLER, POWDERMAN.....	\$ 9.12	4.30
TEAMSTERS.....	\$ 9.74	3.74

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**ATTACHMENT N**  
**FEDERAL LABOR STANDARDS**  
**CITY OF TIGARD, OREGON**  
**Sidewalk Infill – N. Dakota Street and 95<sup>th</sup> Avenue**

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## IV. DRAWINGS

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