

Council Business Meeting

June 2, 2020

Agenda Item	Approval of a Construction Contract for the Independent Way	
From	Scott Fleury, PE Chance Metcalf	Interim Public Works Director Project Manager
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SUMMARY

Before Council, acting as the Local Contract Review Board, is approval of a construction contract with Pilot Rock Excavation for the Independent Way Construction Project for a total contract amount not to exceed \$1,269,902.75.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

- Goal 1: Develop current and long-term budgetary resilience -- Evaluate revenue streams
- Goal 2: Analyze City departments/programs to gain efficiencies, reduce costs and improve services
 - Evaluate and communicate street program timelines and funding security
- Goal 3: Enhance and improve transparency and communication
 - Develop a robust program to engage with Ashland citizens about City priorities and our progress on those priorities...

Maintain *Essential Services*

Continue to leverage resources to develop and/or enhance *Value Services*

Multi-modal Transportation

All-Age Friendly Community

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

Current Transportation System Plan:

- Make safety a priority for all modes
- Maintain small-town character, support economic prosperity and accommodate future growth.
- Create a system-wide balance for serving and facilitating pedestrian, bicycle, rail, air, transit, and vehicular traffic in terms of mobility and access within and through the City of Ashland.

PREVIOUS COUNCIL ACTION

The Council has taken numerous actions with respect to the Independent Way roadway project. The first pivotal action was the approval by Council at the December 4, 2012 Business Meeting ([Minutes](#)) to enter into a letter of intent agreement between the City of Ashland and the property owner to purchase the property necessary to establish a public right of way and associated street connection including sidewalk, parkrow, and driveway access to existing and proposed adjacent private uses. In addition, the letter of intent specified the buyer (City of Ashland) and seller (Property Owner) would work together to establish a site master plan for the adjacent properties along with a final approved roadway cross section and landscaping plan.

The Council adopted the 2013 Transportation System Plan (TSP) and amended the Comprehensive Plan via ordinance at the March 4, 2013 Business Meeting ([Minutes](#)) that included the Independent Way roadway connection between Tolman Creek Road and Washington Street.

At the June 20, 2017 Business Meeting, the Council approved the Transportation Commissions to not proceed forward with the Nevada Bridge Extension project as defined in the 2013 TSP and reallocate previously obtained grant funding for the Nevada Bridge project to the Independent Way Project ([Minutes](#)).

Council approved the Capital Improvements Program on April 2, 2019. The CIP includes the construction of Independent Way in the 2019-21 biennium.

BACKGROUND AND ADDITIONAL INFORMATION

The Independent Way roadway connection was developed as project R25 in the adopted 2013 TSP. Since approval of the TSP and associated letter of intent, Public Works staff has worked with the owner to secure the right of way, navigate the site master planning process and produce a formal roadway design, and obtain all necessary environmental permitting for the culvert crossing of Hamilton Creek.

In order to move into the construction phase, the City of Ashland released an Invitation to Bid (ITB) document resulting in a public improvement contract with the City of Ashland for supplying all labor, equipment, and materials necessary to construct the Independent Way Project No. 2013-25. The project consists of the extension of a new street from Washington Street to Tolman Creek Road. Roadway improvements include a culvert crossing over Hamilton Creek, two travel lanes, a sidewalk/multi use path, storm water treatment and associated landscaping.

The ITB was posted on the Oregon Procurement Information Network (ORPIN) on April 2, 2020, and documents were also on file at the City in the Community Development Building. Bids were received and opened on April 30, 2020. Six bids were received from Pilot Rock Excavation, Knife River Materials, Central Pipeline, West Coast Pipeline, Kogap Enterprises, and JB Steel; all six deemed responsive. Pilot Rock Excavation provided the lowest responsive bid.

INDEPENDENT WAY PROJECT (2013-25)					
Pilot Rock Excavation	Knife River Materials	Central Pipeline	West Coast Pipeline	KOGAP	JB Steel
\$1,269,902.75	\$1,275,000.00	\$1,333,401.03	\$1,448,868.00	\$1,568,662.00	\$1,887,365.96

FISCAL IMPACTS

The original project budget established in the TSP (2012 dollars) was \$1,055,000 which did not include the purchase of the right of ways necessary for the roadway connection or considered the site master planning requirement within the letter of intent. The right of way was purchased in 2017, for a total cost including title fees, appraisals and negotiations of \$376,142. To date the planning, permitting, surveying and roadway and landscape design fees total \$164,601. The bid developed by Pilot Rock Excavation for the project is \$1,269,902. The City received \$968,148 in grant funding from the Oregon Department of Transportation for the project replacement of the Bear Creek Bridge project for the Independent Roadway connection. The difference of \$301,754 between the grant funding and the construction cost will be covered with existing systems development charge revenues within the street fund.

STAFF RECOMMENDATION

Staff recommends approval of a construction contract with Pilot Rock Excavation for the Independent Way Construction Project for a contract amount not to exceed \$1,269,902.75.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

Council, acting as the Local Contract Review Board, has the option to approve this contract or refer action back to staff to rebid the project or request that the project not be constructed.

Potential motions include:

1. I move to approve the construction contract with Pilot Rock Excavation for the Independent Way Construction Project for a contract amount not to exceed \$1,269,902.75.
2. I move to direct staff to develop a new solicitation and construction bid for this project.
3. I move that Council remove this priority project from the current Capital Improvements Project list.

REFERENCES & ATTACHMENTS

Attachment 1: Public Improvement Contract between the City and Pilot Rock Excavation.

Attachment 2: Letter of Intent

Attachment 3: R25 Independent Way TSP Prospectus Sheet



**PUBLIC IMPROVEMENT CONTRACT
FOR**

INDEPENDENT WAY CONSTRUCTION

PROJECT NO. 2013-25

This Public Improvement Contract (hereinafter “Contract”) is entered into by and between the CITY OF ASHLAND, an Oregon municipal corporation (hereinafter “City”), and Pilot Rock Excavation Inc. (hereinafter “Contractor”).

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. PROJECT MANAGER:

The City’s Project Manager for this Contract is:

Chance Metcalf, Project Manager, City of Ashland Public Works Engineering Department.

2. WORK:

2.1. The Work under this Contract is for the INDEPENDENT WAY CONSTRUCTION Project No. 2013-25 as more fully described in the Contract Documents listed in Section 5 of EXHIBIT A, STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS. Contractor shall complete all Work as specified in the Contract Documents. The Work is generally described as follows: The installation of approximately 800 linear feet of 8-inch ductile iron waterline and approximately 75 linear feet of 6-inch ductile iron waterline along with related fittings and appurtenances. The Statement of Work, including the delivery schedule for the Work, is contained in the Contract Documents.

2.2. Contractor shall, at its own risk and expense, perform the Work described in the Contract Documents and furnish all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, performance of the Work, that is, the construction of the INDEPENDENT WAY CONSTRUCTION No. 2013-25. Contractor shall secure all municipal, County, State, or Federal Permits or licenses including payment of permit fees, license fees, and royalties necessary for or incidental to the performance of the Work. The risk of loss for such Work shall not shift to the City until written acceptance of the Work by the City.

3. EFFECTIVE DATE AND DURATION:

This Contract is effective as of the date of execution by the City (the “Effective Date”). All Work under this Contract shall, unless otherwise terminated or extended, be completed on or before 6 calendar months following Contractor’s receipt of the written Notice to Proceed.

4. CONSIDERATION

- 4.1.** City agrees to pay Contractor, at the times and in the manner provided in the Contract Documents, the sum of \$1,269,902.75 for performing the Work required by this Contract, including allowable expenses. This sum cannot be modified except by Change Order approved in writing by the City. Any progress payments to Contractor shall be made only in accordance with the schedule and the requirements as set forth in the Standard Terms and Conditions.
- 4.2.** City certifies that sufficient funds have been appropriated to make payments required by this Contract during the current fiscal year. Contractor understands and agrees that City's payment of amounts under this Contract attributable to Work performed after the last day of the current fiscal year is contingent upon City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable discretion, to continue to make payments under this Contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

5. CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Contract, Contractor makes the following representations:

- 5.1.** Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- 5.2.** Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 5.3.** Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
- 5.4.** Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- 5.5.** Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- 5.6.** Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 5.7.** Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.

- 5.8. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.
- 5.9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6. Governing Law

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Jackson County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver of the City of any form of defense or immunity.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name: _____ Phone: _____ Fax: _____

Address _____

Do Not Write Federal and State Tax ID Numbers on this Agreement: One copy of W-9 is to be submitted with the signed contract to be kept on file in the City of Ashland Finance Department.

Ashland Business License # _____ Construction Contractors Board # _____

Citizenship: Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Individual _____ Sole Proprietorship
_____ Partnership _____ Corporation _____ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions For Public Improvement Contracts (**Exhibit A**) together with **Exhibits B through J** together with all other Contract Documents as described in Standard Terms and Conditions Section 5 below, and the separately bound Oregon 2018 Standard Specifications for Construction, as amended by the City of Ashland’s most recent Addenda to the 2018 Standard Specifications are an integral part of this contract and agree to perform the work described in the Contract Documents, including **Exhibit A**, in accordance with the terms and conditions of this contract. I further understand the City is prohibited from entering into a contract when the contractor has neglected or refused to file any return, pay any tax, or properly contest a tax, pursuant to ORS 305.385; I hereby certify, under penalty of perjury and false swearing, that I/my business am/is not in violation of any Oregon tax laws; I further certify that the certification and representations in Standard Term and Condition # 16 [CCB Registration Requirements] are true and correct, and further I certify that I am an independent contractor as defined in ORS 670.600.

CONTRACTOR:

Signature/Title

Printed name

Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Ashland unless and until it has been executed by the Public Contracting Officer or designee.

CITY OF ASHLAND SIGNATURE

CITY:

City Administrator, City of Ashland

Date

ATTACHMENTS: Certificate of Representation
Standard Terms & Conditions
Bid Schedule
Insurance Requirements

CERTIFICATE OF REPRESENTATION

Contractor, under penalty of perjury, certifies that:

- (a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it; and
- (b) Contractor is not subject to backup withholding because
 - (i) it is exempt from backup withholding or
 - (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that
 - (a) it has the power and authority to enter into and perform the work,
 - (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and
- (c) The work under the Contract shall be performed in accordance with the highest professional standards, and
- (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:
 - _____ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
 - _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
 - _____ (3) Telephone listing is used for the business separate from the personal residence listing.
 - _____ (4) Labor or services are performed only pursuant to written contracts.
 - _____ (5) Labor or services are performed for two or more different persons within a period of one year.
 - _____ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Date

STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS (EXHIBIT A)

1. Contractor is Independent Contractor

- a. Contractor shall perform the work required by this Contract as an independent contractor.
- b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as **Exhibit D**.
- c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.
- d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this contract, or assign, sell, dispose of, or transfer any of its interest in this contract, nor delegate duties under the contract, either in whole or in part, without the prior written consent of the City. Such consent if provided shall not relieve the Contractor of any of the obligations under the contract. Any assignee or transferee shall be considered the agent of the contractor and be bound to abide by all provisions of the contract. If the City consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its Surety, if any, shall remain liable to the City for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in writing. [OAR 137-049-0200(2)]

Use of Subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of contract with City. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All Subcontracts are assignable to the City at City's option, in the event this agreement is terminated for default of Contractor.

Contractor covenants and agrees to bind any and all subcontractors for performance of work under this Contract in the same manner Contractor is bound to City. Contractor further agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third-Party Beneficiaries

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

4. Successors in Interest

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

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include all sections or parts of the bid package however denominated, including all documents and plans attached or referenced therein, the Notice to Contractors - Invitation to Bid, Offer, First-Tier Subcontractors Disclosure Form, Surety Bond, Public Improvement Contract, Contract Standard Terms and Conditions and Exhibits thereto, Performance Bond, Payment Bond, Special Provisions, Plans entitled “**INDEPENDENT WAY CONSTRUCTION No. 2013-25**”, Construction Drawings, Standard Drawings, and Contract Addendums, all attached hereto, and incorporated herein by this reference, together with the *Prevailing Wage (BOLI) if applicable AND any other separately bound reference*, Oregon 2018 Standard Specifications for Construction, and City of Ashland Addenda, incorporated herein by this reference. All exhibits, schedules and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

6. Contractor’s Representations

By executing this contract, the Contractor hereby certifies that the representations made by the Contractor in the Contract Documents, including specifically the Offer, are true and correct and are incorporated herein by this reference. Contractor further certifies that Contractor has given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.

7. Drug Testing [ORS 279C.505(2)]

- a. Contractor shall certify to the City that it has a drug-testing program in place for all its employees that includes, at a minimum, the following:
 - i. A written employee drug-testing policy,
 - ii. Required drug testing for all new Subject Employees or alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
 - iii. Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.
- b. A drug-testing program that meets the above requirements will be deemed a “Qualifying Employee Drug-testing Program.” For the purposes of this section, an employee is a “Subject Employee” only if that employee will be working on the Public Improvement project job site.
- c. By executing and returning this contract the Contractor certifies, represents and warrants to the City that a Qualifying Employee Drug-testing Program is in place at the time of execution, will continue in full force and effect for the duration of this contract, and that Contractor will comply with the provisions of subsection (d) below. Further, the City’s performance obligation (which includes, without limitation, the City’s obligation to make payment) is contingent on Contractors compliance with this representation and warranty.
- d. Contractor will require each subcontractor providing labor for the project to:
 - i. Demonstrate to the Contractor that it has a Qualifying Employee Drug-testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or

- ii. Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug-testing Program for the duration of the subcontract.

8. Notice to Proceed

Written Notice to Proceed will be given by the City after the Contract has been executed and the Performance Bond, Payment Bond, and all required insurance documents approved. Notice To Proceed shall not be unreasonably delayed and shall generally occur within thirty (30) days of the contract date. Reasonable delay may be occasioned by the need to obtain necessary permits or easements or utility relocation. The Contractor shall commence the project work within ten (10) days of the date of the written Notice To Proceed. Contractor is not to commence work under the Contract prior to such written notice.

9. Suspension of the Work

The City, and its authorized representatives, may suspend portions or all of the project work due to causes including, but not limited to:

- a. Failure of the Contractor to correct unsafe conditions;
- b. Failure of the Contractor to carry out any provision of the Contract;
- c. Failure of the Contractor to carry out orders;
- d. Conditions, in the opinion of the City, which are unsuitable for performing the project work;
- e. Allowance of time required to investigate differing site conditions;
- f. Any reason considered to be in the public interest.

The contract time will not be extended, nor will the Contractor be entitled to any additional compensation if the work is suspended pursuant to subsections (a), (b) or (c). If the project work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the contract time and reasonable compensation for all verified costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. The foregoing provision concerning compensation in the event of a suspension of Work of this contract shall not apply if such suspension occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

10. Early Termination

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- c. The City may terminate this contract, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest. The City will provide the Contractor, and the Contractor's surety, seven (7) days prior written notice of a termination for public convenience.
- d. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

11. Payment on Early Termination

- a. If this contract is terminated under 10(a),(b), or (c), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this contract is terminated under 10(d), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this contract is terminated under 10(d), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

12. Remedies

In the event of termination under 10(d), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess. After notice of termination under paragraph 10(c), the Contractor and the Contractor's surety shall provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances shall Contractor be entitled to lost profits due to termination.

The remedies provided to the City under section 10 through 12 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 11(b).

13. Access to Records

Contractor shall maintain, and the City and its authorized representatives shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

14. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City. All documents or other materials submitted to City by Contractor shall become the sole and exclusive property of City. Such materials are subject to Oregon Public Records laws.

15. Compliance with Applicable Law

Contractor certifies and shall comply and require all Subcontractors to comply with all federal, state, and local laws and ordinances, including specifically City of Ashland and State of Oregon Public contracting laws and rules applicable to the work under this Contract, including without limitation ORS Chapter 279A, ORS Chapter 279B, ORS Chapter 279C, ORS 279C.500 through 279C.670, and specifically ORS 279A.120(3), ORS 279C.515, ORS 279C.520, ORS 279C.530, ORS 279C.830 and ORS 279C.580 as set forth on **Exhibit B, attached hereto and made a part hereof by this reference**. In addition, the provisions of ORS 279C.360, ORS 279C.365(4), and ORS 279C.370 (Bid Documents and Disclosure); ORS 279A.010(p), 279A.120, 279C.375, and 279C.380(4), (Award of Contract and Bond); ORS 279A.110 (Prohibition on Discrimination in Subcontracting); ORS 279C.585 (Substitution first-tier Subcontractor); ORS 279C.650 to 279C.670 (Termination); ORS 279C.520, ORS 279C.540, 279C.545 (Hours); ORS 279C.800 to 279C.870 (Oregon Prevailing Wage Law), if applicable; ORS 279C.550 to 279C.565 (Retainage); ORS 279C.4570 (Payments); and ORS 279C.600 to 279C.625 (Bonds) ORS 279A.125 (Recyclable Products) are all incorporated into this contract by this reference as though set forth in full. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) any requirements of the DAVIS BACON ACT (40 U.S.C. 3142 and applicable Davis- Bacon Related Acts); (ii) Title VI of the Civil Rights Act of 1964; (iii) Section V of the Rehabilitation Act of 1973; (iv) the Americans with Disabilities Act of 1990, (v) ORS 659A.142, (vi) all regulations and administrative rules established pursuant to those laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. In addition, Contractor expressly agrees to comply with all federal and state tax laws. A condition or clause required by law to be in this contract shall be considered included and incorporated into the Contract and made a part hereof by these references.

16. Registration with Construction Contractor's Board

The Contractor, hereby certifies that the Contractor is licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 and, further, that all subcontractors performing work as described in ORS 701.005(2) (i.e., construction work) will be licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

17. Prevailing Wages/ BOLI Fee

- a. Contractor shall certify in the Contract and it shall be a condition of the bond, as provided in ORS 279C.800 through 279C.870, that in performing this Contract, Contractor will pay and cause to be paid not less than the prevailing rate of wages as of the date of the Public Notice, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of the Contract. In accordance with ORS 279C.838, each worker in each trade or occupation employed in the performance of the Contract either by Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract shall be paid not less than the applicable state or federal prevailing rate of wage, whichever is higher. Copies of the current BOLI prevailing wage schedule and federal wage rate schedule, if applicable, can be found at the following website: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. When both federal and state prevailing wages are required to be included in the contract specifications, the City shall also include in the specifications information showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815 (2)(c).
- b. Contractor shall be bound by and shall fully comply with ORS 279C.800 to 279C.870, Oregon's Prevailing Wage Law. **CONTRACTOR AGREES TO BE BOUND BY AND WILL COMPLY WITH PROVISIONS OF ORS 279C.840.** Pursuant to ORS 279C.830(1), the existing prevailing rate

of wage that may be paid to workers in each trade or occupation required, in the form of a BOLI document, is included in the contract and bid documents and made a part hereof by this reference. For public works for which the contract price is \$50,000 or more, all workers shall be paid not less than such specified minimum hourly rate of wage. [ORS 279C.830(1)]

- c. The City of Ashland shall pay the fee to the Commissioner of the Bureau of Labor and Industries pursuant to the administrative rule of the commissioner and as provided in ORS 279C.825(1). The fee shall be paid on or before the first progress payment or 60 days from the date work first begins on the Contract, or as otherwise provided by administrative rule, whichever is the earliest date. The fee is payable to the Bureau of Labor and Industries Wage and Hour Division Prevailing Wage Unit 800 N.E. Oregon Street #32 Portland Oregon 97232.
- d. Contractor and some subcontractors shall also file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000 as required by ORS 279C.836 and shall cause all subcontractors to do the same prior to starting work on the project. [ORS 279C.830(2)] The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. Contractor shall verify that subcontractors have complied with this requirement prior to permitting the subcontractor to start work on the project.
- e. If the Contract is for a public work and the Contract price is \$50,000 or more, Contractor shall supply and file, and require every Subcontractor to supply and file, with the City and with the Wage and Hour Division, Bureau of Labor and Industries (BOLI), 800 NE Oregon #32, Portland, Oregon 97232 a certified statement in writing that conforms to the requirements of ORS 279C.845.

18. Hours of Labor /Overtime limitation [ORS 279C.520] [ORS 279C.540] [ORS 279C.545]

Pursuant to ORS 279C.520, no person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services, the employee shall be paid at least time and a half pay:

- (a)
 - (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
- (b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- (c) Collective bargaining and negotiated labor agreements may provide exceptions to the requirements of this section and from ORS 279C.520 and ORS 279C.540.
- (d) When labor is employed by the City through another as a contractor, any worker employed by the contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the contractor within 90 days from the completion of the contract, providing the contractor has:
 - (1) Caused a circular clearly printed in boldfaced 12-point type font and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.
 - (2) Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

- (e) At or before the commencement of work, the Contractor shall give notice in writing to employees or by posting, of the number of hours and days per week the employees may be required to work. [279C.520(2)(5)]

19. Medical Care and Workers Compensation [ORS 279C.530]

- (1) Pursuant to ORS 279C.530(1), Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- (2) Pursuant to ORS 279C.530(2), All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

20. Retainage

The withholding of retainage by a contractor or subcontractor on public improvement contracts shall be in accordance with ORS 701.420. [ORS 279C.555] “Retainage” means the difference between the amount earned by a contractor on a public improvement contract and the amount paid on the contract by the City. [ORS 279C.550] Moneys retained by a contracting agency under ORS 279C.570(7) shall either be: (a) retained in a fund by the City and paid to the contractor in accordance with ORS 279C.570; or (b) At the election of the contractor, paid to the contractor in accordance with the two options below:

- The contractor may deposit bonds, securities, or other instruments with the City or in any bank or trust company to be held in lieu of the cash retainage for the benefit of the contracting agency. In such event the City shall reduce the retainage in an amount equal to the value of the bonds, securities or instruments. and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Interest on the bonds or securities shall accrue to the contractor. {or }
- If the contractor elects, the City shall deposit the retainage, as accumulated, in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the City. Earnings on the account shall accrue to the contractor.

If the contracting agency incurs additional costs as a result of the exercise of the options in ORS 279C.560(1) or (5), the City may recover such costs from the contractor by reduction of the final payment. As work on the contract progresses, the contracting agency shall, upon demand, inform the contractor of all accrued costs. Bonds and securities deposited or acquired in lieu of retainage, as permitted above, shall be of a character approved by the City Attorney and City Finance Director, including but not limited to:

- a. Bills, certificates, notes or bonds of the United States.
- b. Other obligations of the United States or its agencies.
- c. Obligations of any corporation wholly owned by the federal government.
- d. Indebtedness of the Federal National Mortgage Association.
- e. General obligation Bond of the State of Oregon or a political subdivision thereof.

Unless the City finds that accepting a bond or instrument poses an extraordinary risk that is not typically associated with such bond or instrument, the contractor may deposit a surety bond for all or any portion of the amount of funds retained, or to be retained, by the City in a form acceptable to the City. The bond

and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retainage under ORS 279C.550 to 279C.570 and 279C.600 to 279C.625. The City shall reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Whenever a City accepts a surety bond from a contractor in lieu of retainage, the contractor shall accept like bonds from any subcontractor or supplier from which the contractor has retainage. The contractor shall then reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier. [279C.560]

21. Progress Payments

- a. Payment for all work under the Contract will be made promptly by the City at the price or prices bid, and those prices shall include full compensation for all approved incidental work.
- b. Contractor shall make progress estimates of work performed in any calendar month and submit to the City for approval, before the fifth of the following month, or as mutually agreed between the Contractor and City. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed. The City may include in payments eighty five percent (85%) of the cost to Contractor of materials or equipment not yet incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing. Such a payment shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the City Attorney to establish the City's title to such materials or equipment or otherwise protect the City's interest including applicable insurance and transportation to the site, and a statement from Contractor explaining why it is necessary to procure said equipment and/or materials. When such payments are made, the Contractor warrants and guarantees that the title to all materials and equipment covered by a progress payment, whether incorporated in the project or not, will pass to the City upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances. Notwithstanding the above, when the progress estimate indicates that the progress payment would be less than one thousand dollars (\$1,000), no progress payment will be made for that estimate period, unless approved by the City.
- c. If the Contract price is determined, in whole or in part, on a Lump Sum basis, Contractor shall prepare an itemized cost breakdown relating thereto and have the City approve same before commencing work; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the City, Contractor shall provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.
- d. If the Contract price is determined wholly on a unit basis, City may use unit prices bid in making progress estimates on the work. In case said unit prices do not, in the opinion of the City, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.
- e. If the City receives written notice of any unsettled claims for damage or other costs due to Contractor's operations including, without limitation, claims from any City Department or other governmental agency, an amount equal to the claim may be withheld from the progress payments, final payments or retainage until such claim has been resolved to the satisfaction of City.
- f. Progress payments will be made by City on a monthly basis within thirty (30) days from sign off by the Contractor of the progress payment or fifteen (15) days after the payment is approved by City of work performed, whichever is the earlier date. Failure to pay progress payments within the timeframe set forth above will result in the imposition of interest as required by ORS 279C.570(2)(3). Defective or improper invoices will be addressed as set forth in ORS 279C.570(4)(5)(6).
- g. Payment will be issued by City for the amount of the approved estimate, less five percent (5%) retainage. Except as provided in paragraph 19 above and the applicable ORS Sections noted herein, such amount of retainage shall be withheld and retained by City until it is included in and paid to

Contractor as part of the final payment of the Contract amount. Upon Substantial Completion of the work under the Contract which shall be understood to be not less than ninety-seven and one-half percent (97.5%) of the work, the City may, at its discretion, reduce the retained amount equivalent to not less than one hundred percent (100%) of the contract value or estimated value or estimated cost, whichever is greater, of the work remaining to be done. [279C.570(7)]

- h. The City may decline to approve an application for payment and may withhold such approval if, in the City's opinion, and in good faith, the work has not progressed to the point indicated by the Contractor's submittal. The City may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, City may nullify the whole or any part of any payment previously made to such extent as may be necessary in their opinion to protect the City from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the work will not be completed within the Contract time, (6) unsatisfactory prosecution of the work by the Contractor, (7) claims against the Contractor by the City, (8) failure to submit a construction schedule or failure to keep said construction schedule updated, or (9) exceeding work limits. When any or all of the criteria set forth above have been remedied satisfactorily to the City, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments, except as provided in ORS 279C.570(9).
- i. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted, or progress or other payments allowed until the Project is completed, unless approved otherwise by City. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. A progress payment is not considered acceptance or approval of any work or materials or waiver of any defects therein. [ORS 279.570(2)].

22. Final Estimate and Final Payment

- a. **SUBSTANTIAL COMPLETION.** Contractor shall notify the City in writing when all or a portion of the work is considered substantially complete. If it appears to the City that the work is not substantially complete, the City shall not make an inspection. The City may make a general list of major work components remaining. If it appears that the work is substantially complete, the City shall, within fifteen (15) days after receiving notice, make an inspection and either accept the work or notify Contractor of work yet to be performed. If accepted, City shall prepare a Certificate of Substantial Completion, **Exhibit F**. Upon acceptance of the Certificate of Substantial Completion by both parties, the City shall be responsible for operation and maintenance of that part of the work described in the Certificate of Substantial Completion, subject to the warranty requirements and protection of the work and all other applicable terms of the contract documents. The date of substantial completion of all the work shall stop the accrual of liquidated damages, if applicable.
- b. **FINAL COMPLETION.** Contractor shall notify the City in writing when work is 100% complete. If it appears to the City that the work is not 100% complete, the City shall not make a final inspection. The City may make a general list of major work components remaining. If it appears that the work is 100% complete, the City shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. A Certificate of Final Completion shall not be prepared until all provisions of the Contract have been met, including but not limited to, the submission by the Contractor of a signed Certificate of Compliance, **Exhibit G** and executed "Release of Liens and Claims" (**Exhibit H**).

When the work is 100% complete, the City shall prepare a final pay estimate and Certificate of Final Completion accepting the work as of a certain date. The Contractor shall execute and return the final pay estimate and Certificate of Final Completion within five (5) working days of receipt.

Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts Ownership of the work and the start date of the warranty period. The contractor may substitute a Warranty Bond in replacement of the Performance and Payment Bonds in accordance with Section 29. The City shall include in the final pay estimate an addition to the contract amount for any contract deduction from the contract amount for any liquidated damages and a deduction from the contract price in a fair and equitable amount for any damages to the City or for any costs incurred or likely to be incurred by the City due to Contractor's failure to meet any contract provision or specification other than timely completion.

If the Contractor believes the quantities and amounts specified in the final pay estimate prepared by the City to be incorrect, Contractor shall submit to the City within five (5) working days of receipt of the City's final pay estimate, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said period is expressly waived and the City shall not be obligated to pay the same.

The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from errors of computation in the final estimate within a period of one (1) year following the original mailing of the City's final estimate and Certificate of Final Completion to the Contractor's last known address as shown in the records of City. The City's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Final Completion or revised final estimate and Certificate of Final Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that Contractor might have had.

Upon return of the fully executed Certificate of Final Completion from the Contractor, the City will submit the Certificate of Final Completion and final estimate to the City for approval. Upon approval and acceptance by the City, Contractor will be paid a total payment equal to the amount due under the Contract including retainage within thirty (30) days in accordance with ORS 279C.570. Failure to pay within 30 days shall implicate the interest on final payment/ retainage requirements of ORS 279C.570(8).

Monies earned by the Contractor are not due and payable until the procedures set forth in the contract documents for inspection, approval and acceptance of the work; for determination of the work done and the amount due therefore; for the preparation of the final estimate and Certificate of Final Completion and processing the same for payment; for consideration of the Contractor's claim, or claims, if any; and for the preparing of a revised final estimate and Certificate of Final Completion and processing same for payment all have been carried out.

As a prerequisite to final payment, if Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor will provide City with evidence that the requirement of ORS 279A.120(3) has been satisfied.

If City declares a default of the Contract, and Surety completes said Contract, all payments made after declaration of default and all retainage held by City shall be paid to Surety and not to Contractor in accordance with the terms of the Contract.

Acceptance by Contractor of final payment shall release City from any and all claims by Contractor whether known or unknown, arising out of and relating to the work. No payment, however, final or otherwise, shall operate to release Contractor or its Sureties from warranties or other obligations required in the performance of the Contract.

Disputes as to compensation resolved in favor of the contractor implicate the interest provisions of ORS 279.570(9).

23. Change Orders / Extra Work

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the contract, one from the other. Only the City designated Contracting Officer or individual with delegated contracting authority can authorize extra (and/or changed) work and compensation. Such authorization must be in writing. The parties expressly recognize that, except when such order is in writing by an individual with delegated authority, City personnel are not authorized to order extra (and/or) changed work or to waive contract requirements or authorize additional compensation. Failure of the Contractor to secure City authorization for extra work shall constitute a waiver of any and all claims or rights to adjustment in the contract price or contract time due to such unauthorized extra work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed by Contractor without express and prior authorization of the City.

24. Contractor/Subcontractor Payment Obligations

- a. The Contractor is required to include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing this contract:
 - i. A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the City under such contract; [279C.580(3)(a)] and
 - ii. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a)(i) above. A contractor or first-tier subcontractor shall not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or contractor when payment was due. The interest penalty shall be:
 - A. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount is due made; and
 - B. Computed at the rate specified in ORS 279C.515(2). [279C.580(3)(b)]
- b. The Contractor is further required to include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of section a. above in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier. [279C.580(4)]
- c. The Contractor shall not request payment of any amount withheld or retained in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to the payment of such amount. [279C.570(1)].
- d. A dispute between the Contractor and a subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsections (3) and (4) of ORS 279C.580 does not constitute a dispute to

which the City is a party. The City shall not be included as a party in any administrative or judicial proceeding involving such a dispute. [279C.580(2)]

- e. The Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract. [ORS 279C.505(1)(a)] The Contractor shall pay all contributions or amounts due the Industrial Accident Fund and the State Unemployment Compensation Fund from the Contractor or Subcontractor incurred in the performance of the contract. [ORS 279C.505(1)(b)] The Contractor shall not permit any claim or lien to be filed or prosecuted against the City and shall be fully responsible for any lien or claim filed against the City on account of any labor or material furnished. [ORS 279C.505(1)(c)] The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279C.505(1)(d)]
- f. Pursuant to ORS 279C.515(1), if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract.
- g. Pursuant to ORS 279C.515(2), if the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- h. Pursuant to ORS 279C.515(3), if the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- i. Pursuant to ORS 279C.515(4), the payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- j. Living Wage Rates: If the amount of this contract is \$18,703 or more, and Contractor is not paying prevailing wage for the work, Contractor must comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any subcontractor who performs 50% or more of the work under this contract. Contractor must post the attached Living Wage Notice predominantly in areas where it will be seen by all employees.

25. Inspection and Acceptance

Inspection and acceptance of all work required under this contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

26. Liquidated Damages

City and Contractor recognize that time is of the essence of this Contract and that City will suffer substantial financial loss if the project work is not completed within the timeframe specified in Section (1) of the Public Improvement Contract. City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered

by City if the project work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City a dollar amount per day based on calculations set forth in the Oregon Standard Specifications for Construction and the Special Provisions for this project, for each and every day that elapses in excess of the contract time or the final adjusted contract time. This amount is a genuine pre-estimation of the damages expected because of a delay in the completion of this project.

Any sums due as liquidated damages shall be deducted from any money due or which may become due to the Contractor under this Contract. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to complete the work on time. Permitting the Contractor to continue and finish the project work or any part thereof after the contract time, or adjusted contract time, has expired shall in no way operate as a waiver on the part of the City or any of its rights under this contract. The City may in its discretion grant the Contractor an extension of time upon a showing made by the Contractor that the work has been unavoidably delayed by conditions beyond the control of the parties.

27. Liability, Indemnity and Hold Harmless

Contractor warrants that all its work will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release. The Contractor shall hold harmless, indemnify, and defend City, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature, including attorney's fees and witness costs (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 arising from, during or in connection with the performance of the work, actions or failure to perform actions, and other activities of Contractor or its officers, employees, subcontractors or agents, under this contract, including the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents except liability arising out of the sole gross negligence of the City and its employees. The Contractor shall assume all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to the Contractor, to the City, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury. Contractor waives any and all statutory or common law rights of defense and indemnification by the City. Such indemnification shall also cover claims brought against City under state or federal workers compensation laws. Contractor shall also defend and indemnify City from all loss or damage that may result from Contractor's wrongful or unauthorized use of any patented article or process. 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. Any specific duty or liability imposed or assumed by the Contractor as may be otherwise set forth in the Contract documents shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section. In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

28. Insurance

The Contractor shall provide and maintain during the life of this Contract the insurance coverage as described in **Exhibit C**. All costs for such insurance shall be borne by the Contractor and shall be included in the contract price. In case of the breach of any provision of this section, the City may elect to take out and maintain at the expense of the Contractor such insurance as the City may deem proper.

The City may deduct the cost of such insurance from any monies that may be due or become due the Contractor under this Contract. Failure to maintain insurance as provided is also cause for immediate termination of the Contract. Contractor shall furnish City certificates of insurance acceptable to City prior to execution by the City and before Contractor or any subcontractor commences work under this Contract. The certificate shall show the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates and a description of operations covered. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City's acceptance. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

29. Performance, Payment and Warranty Bonds / Notice of Bond Claims

At the time of execution of the Contract, the Contractor shall furnish: (1) Performance Bond and (2) Payment Bond written by a corporate surety or other financial assurance in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Contract and in accordance with ORS 279.380. The bonds shall be continuous in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the obligations of Sections 27 and 30, all applicable laws and the prompt payment of all persons supplying labor and/or material for prosecution of the work. The bond(s) or other financial assurance is subject to approval by the City.

Contractor shall furnish a separate warranty bond written by a corporate surety or other financial assurance, in an amount equal to 10% of the final amount of the contract. The City may permit the warranty amount to be included in the initial performance and payment bonds. The warranty bond or other financial assurance shall be in effect for a period of one year from the date of Final Completion. The City may require a separate warranty bond or financial assurance for any repairs done pursuant to the warranty obligation. Such separate warranty bond or financial assurance shall be for a period of one year from the date of completion of such repairs.

The notice of claim on a bond required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the contractor at any place the contractor maintains an office or conducts business or at the residence of the contractor. Notwithstanding the above, if the claim is for a required contribution to a fund of any employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 150 days after the employee last provided labor or materials.

The notice of claim must be in writing substantially as set forth in ORS 279C.605(3)-(5).

30. One-Year Warranty

In addition to and not in lieu of any other warranties required under the Contract, Contractor shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks, or failures of the work occurring within one year following the date of completion due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing its duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year warranty period shall, with relation to such required repair, be extended one year from the date of completion of such repair.

If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

31. Nondiscrimination in Labor

No person shall be subject to discrimination in the receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, sexual orientation or national origin. Contractor shall comply with provisions of Owner's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older. Particular reference is made to ORS 659A.030, which states that it is unlawful employment practice for any employer, because of the race, religion, color, sex, national origin, marital status or age if the individual is 18 years or older or because of the race, religion, color, sex, national origin or age of any other person with whom the individual associates, or because of a juvenile record that has been expunged pursuant to ORS 419A.260 and ORS 419A.262 of any individual, or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment. Any violation of this provision shall be considered a material violation of the Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part (q).

32. Construction Debris and Yard Waste

Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. If the contract includes lawn and landscaping maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost effective. [ORS 279C.510(1) & (2)]

33. Environmental Regulations

Pursuant to ORS 279C.525(1), the following is a list of federal, state and local agencies which have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract.

Federal Agencies:

Agriculture, Department of
Forest Service
Soil Conservation Service
Commerce Department of
National Oceanic and Atmospheric Administration (NOAA)
National Marine Fisheries Service (NMFS)
Defense, Department of
Army Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services Department of
Housing and Urban Development,
Solar Energy and Energy Conservation Bank
Interior, Department of
Bureau of Land Management

Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service
U.S. Fish and Wildlife 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
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 (Lands, Division of State)
Water Resources Department

Local Agencies:

CITY of ASHLAND
City Council (Ashland Municipal Code)
County Courts
County Commissioners of Jackson County,
County Service Districts
Sanitary Districts
Water Districts
Fire Protection Districts
Historical Preservation Commissions
Planning Commission

If the Contractor awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited above or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the City may:

- (a) Terminate the contract;
- (b) Complete the work itself;
- (c) Use non-City forces already under contract with the City;
- (d) Require that the underlying property owner be responsible for cleanup;

- (e) Solicit bids for a new contractor to provide the necessary services; or
- (f) Issue the contractor a change order setting forth the additional work that must be undertaken.

The solicitation documents make specific reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified above. If Contractor encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations enacted by the governmental entities identified above, the successful bidder shall immediately give notice of the condition to the contracting agency. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the Contractor shall not commence work nor incur any additional job site costs in regard to the condition encountered and described in subsection (3) of this section without written direction from the contracting agency. Upon request by the City, the Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to the contracting agency for resolution. Within a reasonable period of time following delivery of an estimate of this section, the City may:

- (a) Terminate the contract;
- (b) Complete the work itself;
- (c) Use non-City forces already under contract with the City;
- (d) Require that the underlying property owner be responsible for cleanup;
- (e) Solicit bids for a new contractor to provide the necessary services; or
- (f) Issue the contractor a change order setting forth the additional work that must be undertaken.

If the City chooses to terminate the contract under either subsection (a) of this section, the Contractor shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor. If the contracting agency causes work to be done by another contractor under either subsection (c) or (e) above, the initial contractor may not be held liable for actions or omissions of the other contractor. The change order under either subsection (f) of this section shall include the appropriate extension of contract time and compensate the contractor for all additional costs, including overhead and reasonable profits, reasonably incurred as a result of complying with the applicable statutes, ordinances, rules or regulations. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor.

Notwithstanding the above, the City has allocated all or a portion of the known environmental and natural resource risks to a Contractor by listing such environmental and natural resource risks in the solicitation documents.

34. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision. City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that work or materials do not conform in fact to the Contract. City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and their Sureties such damages as it may sustain by reason of their failure to comply with terms of the Contract, or from enforcing compliance with the Contract.

Neither acceptance by City, or by any representative or agent of the City, of the whole or any part of the work, nor any extension of time, nor any possession taken by City, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach.

35. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

36. Severability

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

37. Attorney's Fees

If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

38. Business License

The Contractor shall obtain a City of Ashland business license as required by City ordinance prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided in this contract.

39. Notices/Bills/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:

City of Ashland
Chance Metcalf, Project Manager
Public Works/Engineering Department
20 E. Main Street
Ashland, OR 97520

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 notice pursuant to this paragraph.

40. Conflict of Interest

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

41. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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 THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ATTACHMENTS: EXHIBITS B-J

EXHIBIT B	COMPLIANCE WITH APPLICABLE PUBLIC CONTRACT LAW
EXHIBIT C	INSURANCE REQUIREMENTS
EXHIBIT D	INDEPENDENT CONTRACTOR CERTIFICATION
EXHIBIT E	BONDS (BID, PAYMENT AND PERFORMANCE)
EXHIBIT F	CERTIFICATE OF SUBSTANTIAL COMPLETION
EXHIBIT G	CERTIFICATE OF COMPLIANCE
EXHIBIT H	RELEASE OF LIENS AND CLAIMS
EXHIBIT I	CERTIFICATE OF FINAL COMPLETION
EXHIBIT J	INSTRUCTIONS TO BIDDERS

EXHIBIT B
Compliance with Applicable Law
Public Improvement Contract

This exhibit contains the requirements for public contracting as set forth in ORS Chapter 279C.360 through and including 279C.800 and is available through the City Engineering Office at 51 Winburn Way, Ashland, Oregon or online at www.leg.state.or.us/ors

EXHIBIT C

Public Improvement Contract Insurance Requirements

To: Insurance Agent. Please provide Certificates of Insurance to the Project Manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

Commercial General Liability insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 or \$3,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

Required by City Not required by City

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$2,000,000 or \$3,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Required by City Not required by City

Builders Risk (*Check here if required*) insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insured's, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below and certify under penalty of perjury that it is a corporation.

Entity	Signature	Date
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B. CONTRACTOR IS INDEPENDENT.

Independent Contractor Standards. As used in various provisions of ORS Chapters including but not limited to 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an “independent contractor” if the standards of ORS 670.600 are met.

Contractor and Project Manager certifies that the Contractor meets the following standards:

1. Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.
6. Contractor is registered under ORS chapter 701, if the Contractor provides labor or services for which such registration is required.
7. Contractor has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
8. Contractor represent to the public that the labor or services are to be provided by an independently established business as four or more of the following circumstances exist.

(Check four or more of the following:)

- A. The labor or services are primarily carried out at a location that is separate from Contractors residence or is primarily carried out in a specific portion of Contractors residence, which is set aside as the location of the business.
- B. Commercial advertising or business cards are purchased for the business, or Contractor has a trade association membership.
- C. Telephone listing is used for the business that is separate from the personal residence listing.
- D. Labor or services are performed only pursuant to written contracts.
- E. Labor or services are performed for two or more different persons within a period of one year.
- F. Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

If any action is taken by a person or enforcement agency relating to Contractor's independent contractor status in connection with this contract, Contractor shall defend, hold harmless and indemnify the CITY of ASHLAND, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

Contractor Signature

Date

Project Manager Signature

Date

EXHIBIT E
BONDS
CITY OF ASHLAND
STANDARD PUBLIC IMPROVEMENT CONTRACT

BID BOND

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as “**PRINCIPAL**,” and,

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of 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 Ashland, Oregon, (**OBLIGEE**) the sum of (\$ _____) _____ Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City’s *Notice to Contractors and Invitation to Bid*, submitted its Offer for the INDEPENDENT WAY CONSTRUCTION No. 2013-25, which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City’s public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20____.

Surety

Principal

Address

Address

By: _____

By: _____

Attorney -in-Fact

[A certified copy of the Agent’s Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

PERFORMANCE BOND

The undersigned _____ as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____ Dollars (\$ _____).

Contractor and City have entered into a written contract dated _____, for the following project: ***INDEPENDENT WAY CONSTRUCTION No. 2013-25***. This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract in accordance with the plans, specifications and conditions of the contract within the time prescribed by the Contract, as required by ORS 279C. 380 through 279C.385, then this obligation is null and void; otherwise it shall remain in full force and effect.
2. If 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.
3. This bond is subject to claims under ORS 279C.380 through 279C.390.
4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.
5. Surety waives notice of modification of the Contract or extension of the Contract time.
6. Nonpayment of the bond premium shall not invalidate this bond.
7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows.

Bond Number: _____

Bond Agent: _____

Address: _____

Telephone: _____

SIGNED this _____ day of _____ 20__.

WITNESS:

(Corporate Seal)

CONTRACTOR:

By: _____

Title: _____

Legal Address: _____

Attest: _____

Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY:

By: _____

Title: _____

Legal Address: _____

Attest: _____

Corporate Secretary

PAYMENT BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____ Dollars (\$ _____).

Contractor and City have entered into a written contract dated _____, for the following project: ***INDEPENDENT WAY CONSTRUCTION No. 2013-25***. This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract within the time prescribed by the Contract, and promptly makes payment to all claimants, as defined in ORS 279C.600 through 279C.620, then this obligation is null and void; otherwise it shall remain in full force and effect.
2. If 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.
3. This bond is subject to claims under ORS 279C.600 through 279C.620.
4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.
5. Surety waives notice of modification of the Contract or extension of the Contract time.
6. Nonpayment of the bond premium shall not invalidate this bond.
7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows:

Bond Number: _____

Bond Agent: _____

Address: _____

Telephone: _____

SIGNED this _____ day of _____ 20____.

WITNESS:

(Corporate Seal)

CONTRACTOR: _____

By: _____

Title: _____

Legal Address: _____

Attest: _____

Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY: _____

By: _____

Title: _____

Legal Address: _____

Attest: _____

Corporate Secretary

EXHIBIT G

CERTIFICATE OF SUBSTANTIAL COMPLETION

CITY'S Project No. _____ Project No. _____ N/A _____

Project: _____

CONTRACTOR _____

Contract For _____ Contract Date _____

This Certificate of Substantial Completion applies to:

- All Work under the Contract Documents, or
- To the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of CITY, CONTRACTOR and CITY, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ Days of the above date of Substantial Completion.

The following documents are attached to and made a part of this Certificate:

Effective as of the last date set forth below, the responsibilities between CITY and CONTRACTOR shall be as follows:

- | | | |
|-------------|-------------------------------|-------------------------------------|
| Security | <input type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Operation | <input type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Safety | <input type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Maintenance | <input type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Heat | <input type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Utilities | <input type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Insurance | <input type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Warranties | <input type="checkbox"/> City | <input type="checkbox"/> Contractor |

Other Responsibilities:

City		Contractor

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

CONTRACTOR accepts this Certificate of Substantial Completion on: _____, _____.

By: _____

CITY accepts this Certificate of Substantial Completion on: _____, _____.

By: _____
CITY of ASHLAND

File:

EXHIBIT H

CERTIFICATE OF COMPLIANCE

CIP Number:

Contractor:

I, (We) hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work, and that:

1. If required by law, not less than the prevailing rates of wages have been paid to laborers, workmen and mechanics employed on this work.
2. There have been no unauthorized substitutions of materials; substitutions or assignment of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the City prior to the start of such subcontracted work.
3. All claims and indebtedness for material and labor and other service performed in connection with these specifications have been paid.
4. All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Department of Revenue (ORS 316.162 to 316.212) hospital associations and/or others (ORS 279C.530) have been paid.
5. All private property and easement areas have been satisfactorily restored in accordance with the contract.
6. If Contractor is not domiciled in or registered to business in the State of Oregon, Contractor has reported to the Oregon Department of Revenue such information and in the manner as required by ORS 279A.120(3).

Contractor:

By:

Date:

Title:

EXHIBIT K

INSTRUCTIONS TO BIDDERS

The provisions of Oregon Administrative Rules Chapter 137, Divisions 46 and 49, apply to all bids and contracts concerning Public Improvements and Public Works in the City of Ashland. The OAR provisions control over any conflicting language in the City Standard Terms and Conditions, Special Provisions, including Technical Provisions and the OAR provisions are incorporated herein by this reference.

1. SCOPE OF WORK

The work contemplated under this contract includes all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the completion of all the work in connection with the project described in the contract documents, including the general conditions, all applicable special conditions, plans, specifications, or any supplemental documents.

2. EEO AFFIRMATIVE ACTION

Bidders must comply with the City of Ashland Equal Opportunity Policy for Contractors. The policy is included in and made a part of these Contract Documents and is attached hereto and made a part hereof as Attachment A. Contractor shall not discriminate against minorities, women or emerging small business enterprises in the awarding of subcontracts.

3. BID PROVISIONS

- a. Each bid must contain a completed Bid including the following:
 - A. A Bid and Schedule of Prices.
 - B. Acknowledgement that the bidder has received and reviewed all Addenda for the bid.
 - C. A statement that all applicable provisions of ORS Chapters 279A-C, including ORS 279C.800 to 279C.870 (Contracting and Prevailing Wages) shall be complied with.
 - D. A statement by the bidder, as part of their bid, that the bidder agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.
 - E. A statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.
 - F. A statement as to whether or not the bidder is licensed under ORS 468A.720 for asbestos removal.
 - G. A statement that the bidder has a current and valid registration with the Construction Contractor's Board and/or the State Landscape Contractors Board as required by ORS 671.530.
 - H. A statement confirming that the bidder has a Qualified Drug-testing Program for employees in place. [OAR 137-049-0200(1)(c)(B)].
 - I. First Tier Subcontractor form for the project on the City form (physically received in accordance with ORS 279C.370 within 2 working hours of the bid opening).
 - J. A Surety Bond, Cashier's check or Certified check in the amount of 10 percent of the submitted bid.
 - K. Certification: Non-discrimination (in bid)
 - L. Certification: No Conflict of Interest (in bid)
 - M. Certification: Not ineligible for Public Works Contracts [OAR 137-049-0230] (in bid)

- b. The City will publish notice of any addenda on Oregon Procurement Information Network (ORPIN) <https://orpin.oregon.gov/open.dll/welcome>. The addenda may be downloaded or picked up at the City Engineering Office located at 51 Winburn Way, Ashland Oregon, 97520. Check the website frequently until closing.
- c. No bid will be received or considered by the City of Ashland unless the bid contains a statement by the bidder as a part of its bid that the Contractor shall be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. The statement shall be included in the Bid form. The existing prevailing rate of wage is available at:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
- d. Each Bidder must identify in the Bid whether the Bidder is a “resident bidder” as defined in ORS 279A.120.
- e. Unless specified in the ITB, and Contract Special Provisions, the bidder or subcontractor need not be licensed under ORS 468A.720 relating to asbestos abatement.
- f. No bid for a construction contract shall be received or considered by the City of Ashland unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.
- g. Each Bidder must demonstrate that its firm has a Qualified Drug Testing Program for employees in place and demonstrate compliance prior to award.
- h. Instructions for First-Tier Subcontractors Disclosure. Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370; OAR 137-049-0360).

Specifically, when the contact amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract in its bid submission or within two (2) working hours after bid closing:

- (1) The subcontractor’s name,
- (2) The dollar value of the subcontract, and
- (3) The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate “NONE” on the accompanying form. Disclosure forms will be available for public inspection after the opening of the bids.

THE CITY OF ASHLAND MUST REJECT A BID AS NON-RESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).

- i. Bid Security. [OAR 137-049-0290]

No bid will be received or considered unless the Bid is accompanied by a certified check, cashier's check, (payable to the City of Ashland), surety bond (in approved form)(f/k/a/ bid bond), or irrevocable letter of credit issued by an insured institution [ORS 706.008] (in an approved form) in an amount equal to ten percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of the contract. Said security shall be irrevocable for 60 days, unless specified otherwise. The bid security shall be forfeited, at the City’s option, as fixed and liquidated damages, if the bidder fails or neglects to furnish the required

performance bond, the insurance, or to execute the contract within 10 working days after receiving the contract from the City for execution. When a bond is used for bid security, the bond shall be executed by a surety company authorized to transact business in the State of Oregon. THE BIDDER SHALL HAVE THE SURETY USE THE BID BOND FORM PROVIDED HEREIN. IF THIS FORM IS NOT USED, THE BID WILL BE DEEMED NON-RESPONSIVE AND SHALL BE REJECTED.

All such certified checks or surety bonds will be returned to the respective bidders within 10 working days after the bids are opened, except those of the two low bidders. The bid security of the two low bidders will be held by the City until the selected bidder has accomplished the following:

- A. Executed a formal contract;
- B. Executed and delivered to the City a Performance Bond and Payment Bond, both in the amount equal to 100% of the Contract Price;
- C. Furnish proof of public works bond filed with BOLI; and
- D. Furnish the required Certificates of Insurance.

Upon the execution and delivery to the City of Ashland of the Contract and Performance Bond and Payment Bond and furnishing proof of a Public Works Bond filed with BOLI by the successful bidder, the bid security shall be returned to the bidder. The bidder who has been awarded a contract and who fails or neglects to promptly and properly execute the contract or bonds shall forfeit the bid security that accompanied the bid. It is hereby specifically provided that a forfeiture of said bid security be declared by the Council if the contract and performance bond and payment bond are not executed and delivered to the City within ten (10) working days of the day of the receipt by the successful bidder of the prepared contract. The Council, at its option, may determine that the bidder has abandoned the submitted accepted bid, in which case the bid security shall become the sole property of the City and shall be considered as liquidated damages and not as a penalty for failure of the bidder to execute the contract and bond. The security of unsuccessful bidders shall be returned to them after the contract has been awarded and duly signed.

- j. A Bidder submitting a bid thereby certifies that no officer, agent, or employee of the City who has a pecuniary interest in this bid has participated in the contract negotiations on the part of the City, that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.
- k. The Bidder, in submitting the bid, certifies that the Bidder has not been disqualified and is eligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder agrees, if awarded a contract, that every subcontractor will not be ineligible to receive a contract for a public work pursuant to ORS 279C.860 and will otherwise not be disqualified under ORS 279C.440 and OAR 137-049-0370.

4. PRE-BID CONFERENCE AND PREQUALIFICATION OF BIDDERS

If a pre-bid conference is scheduled, notice will be provided in accordance with OAR 137-049-0200(1)(a)(B). If prequalification will be required it will be specifically stated in the Notice to Contractors and Invitation to Bid, including the date prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be pre-qualified. [OAR 137-049-0200(1)(a)(C).] [ORS 279C.365(1)(c)] For example, the requirement for ODOT Prequalification reads as follows:

Bidders must be pre-qualified with the Oregon Department of Transportation or General Service per ORS 279C.435 to perform the type and size of work contemplated herein and shall submit, to the City upon request. The City will investigate and determine the qualifications for the apparent low bidder prior to awarding the contract. [OAR 137-049-0220].

Applications submitted without being designated for a project advertised for bid by the City will be considered as a general prequalification application and processed pursuant to ORS 279C.430 to 279C.450 and notice of prequalification status will be given within thirty (30) days of the receipt of the application. A notice of disqualification can be given orally. An oral disqualification notice will be followed by written notice and bear the date of the oral notice. (NOTE: No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland Ordinance and accompanying Fee Resolution)

5. **FORM OF BID**

A. Bids shall be submitted in sealed envelopes to:

Street Address:

Chance Metcalf
Project Manager
City of Ashland
51 Winburn Way
Ashland, Oregon 97520

Mailing Address:

Chance Metcalf
Project Manager
City of Ashland
20 E. Main Street
Ashland, Oregon 97520

The outside of the transmittal envelope shall bear the following information:

Name of Bidder
Address and telephone number of Bidder
Title of Project
Date of opening
The words "Sealed Bid"

If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as above, must be enclosed in another envelope addressed as noted above. Facsimile and Electronic Data Interchange bids shall not be accepted unless otherwise specified in the Special Provisions. No bid will be received or considered by the City unless the bid contains all the Required Bid Documents and Certifications.

- B. All bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the Bid form furnished by Owner. The bid must be signed by the Contractor or a duly authorized agent. If erasures or other changes appear on the form, they shall be initialed in ink by the person who signs the bid. The bidder shall not alter, modify or change the Bid forms except as directed by addendum. All applicable blanks giving general information must be completed, in addition to necessary unit price items and total prices in the column of totals to make a complete bid. The Bid is the bidder's offer to enter into a contract which, if the Bid is accepted for award, binds the bidder to a contract and the terms and conditions contained in the Bid, as well as the Solicitation Documents. A bidder shall not make the Bid contingent upon the City's acceptance of specifications or contract terms which conflict with or are in addition to those advertised in the Notice to Contractors and Invitation to Bid. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a bid embracing alternative bids
- C. Unless otherwise specified, Bidders shall bid on all bid items included in the bid and the low Bidder shall be determined. Except as provided herein, bids which are incomplete, or fail to reply to all items required in the bid may be rejected.
- D. Bidders shall state whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, and if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or

combination thereof shall state their position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

6. LATE BIDS

Bids received after the scheduled closing time for submission of bids as set forth in the invitation for bids will be rejected. Bids will be time and date stamped by Community Development Department / Public Works Counter personnel upon receipt. Such time and date stamps will govern the determination of on-time submission of bids. Bids received after the time so fixed are late bids. Late bids will be time and date stamped at the time of receipt by City personnel, marked as "Rejected as Late Bid" and will be returned, unopened, to the submitted.

7. INTERPRETATION OF CONTRACT AND ADDENDA

If a bidder finds error, discrepancies in, or omissions from the plans, specifications or contract documents, or has doubt as to their interpretation or meaning, the bidder shall at once notify the City Contact Person/ Project Manager. The City will investigate and determine if an addendum will be issued.

If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, or the Bidder needs additional information or an interpretation of the contract, the Bidder may make written inquiry regarding same to the Project Manager at least ten (10) days, unless otherwise specified, before the scheduled closing time for submission of bids.

If, in the opinion of the Project Manager, additional information or interpretation is required, an addendum will be issued to all known specification holders.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. City shall supply copies of such Addenda will not be mailed but will be posted on the website and available at Community Development Department Counter; failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance therewith if they are awarded the contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT, OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE CITY TO PROSPECTIVE BIDDERS SHALL NOT BIND THE CITY.

8. EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA

A. Prior to submitting a bid, it is the responsibility of each Bidder to:

- (1) Examine the plans, specifications and contract documents thoroughly.
- (2) Become fully informed as to the quality and quantity of materials and the character of the work required.
- (3) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work and sources and supply of materials.
- (4) Consider all federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, or performance of the work, including environmental and natural resource ordinance and regulations
- (5) Consider identified site conditions and conduct pre-bid inspection to address environmental and natural resource laws implicated by the project.

- (6) Study and correlate the Bidder's observations, especially as regards site conditions with the Contract Documents.
 - (7) Notify the Contact Person of all conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.
- B. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work, including without limitation utility interferences, by personal examination of the site, careful review of the Contract and by such other means as the Bidder feels may be necessary. It is understood and agreed that information regarding subsurface or other conditions, or obstructions indicated in the Contract Documents, is provided by Owner only for the convenience of Bidders and may not be complete or accurate and such information is not expressly or tacitly warranted to accurately represent actual conditions. Bidder's use of such information shall be at Bidder's sole risk, and Bidder is responsible to confirm any information provided from such independent sources as Bidder feels may be necessary.
 - C. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Bidder as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.
 - D. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the site subsurface conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.
 - E. The City will not pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the Invitation to Bid. When submitting a bid, the Bidder agrees that consideration has been given to the requirements and conditions contained throughout these Bid Documents.
 - F. Notice: It is further understood that a Bid awarded hereunder is subject to the City being able to comply with all zoning and land development ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for structures contemplated in the project, any or all of which conditions may be contained in the Contract or Contract Special Provisions and if such conditions are not satisfied may result in termination of the Contract.

9. FAMILIARITY WITH LAWS AND ORDINANCES

- A. The Bidder is presumed to be familiar with all Federal, State, and Local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work. If the Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, it shall immediately be reported to the Owner in writing.
- B. No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland Ordinance. The Contractor and their subcontractors shall obtain a City of Ashland Business License prior to beginning any work within the City of Ashland.

10. UNIT BIDS

- A. The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the Contract. The City does not warrant that the actual amount of work will correspond to the amount as shown or estimated. Payment will be made at unit prices under a contract, only for work actually performed or materials actually furnished according to actual measurement that were necessary to complete the work.
- B. Bidders must include in their bid prices the entire cost of each item of work set forth in the Bid, and when, in the opinion of the City, the prices in any bid are obviously unbalanced, such bid may be rejected.
- C. The unit contract prices for the various bid items of the contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature are required for the complete incorporation of the item into the work the same as though the item were to read "In Place."

11. WITHDRAWAL, MODIFICATION OR ALTERATION OF BID

- A. Bids may be withdrawn on written request received from the bidders prior to the time fixed for opening. The request shall be executed by the bidder or a duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new Bid. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened. The Bid will be irrevocable until such time as the City:
 - Specifically rejects the Bid, and
 - Awards the contract to another bidder and said contract is properly executed.

All bids shall remain subject to acceptance by the City for sixty (60) days after the date of the bid opening.

- B. Prior to Bid Opening, changes may be made provided the change is initialed by the Bidder or the Bidder's agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.
- C. No Bidder may withdraw a bid after bid opening unless sixty (60) days have elapsed and the City has not awarded a contract.

12. MISTAKES IN BIDS

- A. To protect the integrity of the competitive solicitation process and to assure fair treatment of Bidders, City will carefully consider whether to permit waiver, correction or withdrawal for certain mistakes.
- B. Treatment of Mistakes. City shall not allow a Bidder to correct or withdraw a Bid for an error in judgment. If the City discovers certain mistakes in a Bid after Opening, but before Award of the Contract, the City may take the following action:
 - (a) City may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders. Examples of minor informalities include a Bidder's failure to:
 - (i) Return the correct number of Signed Bids or the correct number of other documents required by the Solicitation Document;
 - (ii) Sign the Bid in the designated block, provided a Signature appears elsewhere in the Bid, evidencing an intent to be bound; and

- (iii) Acknowledge receipt of an Addendum to the Solicitation Document, provided: it is clear on the face of the Bid that the Bidder received the Addendum and intended to be bound by its terms; and the Addendum involved did not affect price, quantity or delivery.
- (b) City may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the City's correction in writing. A clerical error is a Bidder's error in transcribing its Bid. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid). In the event of a discrepancy, unit prices shall prevail over extended prices.
- (c) City may permit a Bidder to withdraw a Bid based on one or more clerical errors in the Bid only if the Bidder shows with objective proof and by clear and convincing evidence:
 - (i) The nature of the error;
 - (ii) That the error is not a minor informality under this subsection or an error in judgment;
 - (iii) That the error cannot be corrected or waived under subparagraph (b) of this subsection;
 - (iv) That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;
 - (v) That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;
 - (vi) That the Bidder will suffer substantial detriment if the City does not grant it permission to withdraw the Bid;
 - (vii) That the City's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the City or the public it represents; and
 - (viii) That the Bidder promptly gave notice of the claimed error to the City.
- (d) The criteria in subsection (c) above shall determine whether a City will permit a Bidder to withdraw its Bid after Closing. These criteria also shall apply to the question whether an City will permit a Bidder to withdraw its Bid without forfeiture of its bid bond (or other bid security), or without liability to the City based on the difference between the amount of the Bidder's Bid and the amount of the Contract actually awarded by the City, whether by award to the next lowest Responsive and Responsible Bidder or the best Responsive and Responsible Proposer, or by resort to a new solicitation.

C. Rejection for Mistakes. The City shall reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents accompanying the Bid (i.e., documents submitted with the Bid).

13. REJECTION OF BIDS

- a. The City may reject any Bid upon a finding that the Bid meets the criteria specified in OAR 137-049-0440(1)(a) or (b) or has not provided the certification required under OAR 137-049-0440(3). The City shall reject a Bid from a Bidder who meets the criteria specified in OAR 137-049-0440(1)(c). The City may, for good cause, reject any or all bids upon a finding it is in the public interest to do so. In any case where competitive bids are required and all bids are rejected, and the proposed contract

is not abandoned, new bids may be called for as in the first instance. The City may, at its own discretion, waive minor informalities.

- b. This Invitation to Bid does not commit the City to pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies, subsurface investigations or designs for the preparation of a Bid, or for procuring or contracting for the items to be furnished pursuant to the Contract Documents.

The City reserves the right to reject any or all bids when such rejection is in the best interest of the City of Ashland. Bids may be rejected if they show any alteration of form, additions not called for, conditional Bids, incomplete Bids, erasures, or irregularities of any kind.

When Bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be submitted with the Bid or on file with the City Administrator prior to opening of bids; otherwise, the Bid will be rejected as irregular.

More than one Bid from an individual, firm, partnership, corporation, or combination thereof with an interest in more than one bid, for the items bid, will be cause for the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof, is interested.

If there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered, and all involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.

14. BID PROTEST. [OAR 137-049-0260].

Bidders may, in writing protest or request changes of any specifications or contract terms in accordance with adopted City contracting rules. The written protest or request for changes must be received by the City no later than ten (10) calendar days prior to the Bid Closing Date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the bid specifications or contract terms and a description of the prejudice to the bidder. Envelopes containing bid protests shall be marked "Contract Provision Protects or Request" with the Bid Number and Closing Date. No protest against award, owing to the content of the bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms.

15. ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS STANDARDS, EXEMPTIONS

If the contract price is estimated (itemized bid) or bid (lump sum) by Contractor at \$1,000,000 or more, Contractor shall be responsible for all costs (which costs shall be included in the bid whether or not a specific bid item is provided therefore) that may be incurred in complying with or securing exemption or partial exemption from the requirements of ORS 654.150 (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto. Determination of applicability of ORS 654.150 to the project is the sole responsibility of the Contractor.

16. PREVAILING WAGE RATE

The Contractor shall be required to follow standard billing format as set forth from State or Federal Funding sources. The Siskiyou Boulevard Waterline Replacement shall follow the current State of Oregon BOLI Wage Rates. The rates utilized will be noted at the date of the bid shown at the following location: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

Attachment A

CITY OF ASHLAND

Nondiscrimination and Equal Opportunity Policy for Contractors

1. GENERAL POLICY OF NON-DISCRIMINATION

It is the policy of the City of Ashland to promote equal opportunity to all persons regardless of race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation, in respect to employment, public services, facilities and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation which must be assumed by the Contractor as well. Because in some cases religion, sex, age, or disability may properly be the basis for denial or restriction of privileges with respect to employment, public services, facilities or accommodations, the following more specific obligations, terms, or conditions shall apply.

2. DISCRIMINATION BECAUSE OF RELIGIOUS BELIEF

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to religion if every reasonable effort has been made to accommodate the particular religious beliefs or practices of an employee or applicant for employment, but such accommodation cannot be made without undue hardship to the employer.

3. DISCRIMINATION BECAUSE OF SEX

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which accords an employee or applicant different treatment because of sex, if such rule, standard, practice, or decision is based upon a bona fide occupational qualification which the employer cannot, without undue hardship, modify or waive to accommodate the employee or applicant.

With respect to public services, facilities, and accommodations the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which restricts or limits access to such on a basis of sex where:

- A. Physical facilities such as restrooms, bathing facilities, dressing rooms, etc. must be segregated on the basis of sex to accord personal privacy or comply with local, state, or federal law, or ordinance, or administrative regulation; or
- B. The content or subject matter of a program or service is clearly of benefit to persons of a particular sex only because it deals with medical, psychological, or sociological factors inherently linked to the characteristics of one sex only, or its effectiveness in providing benefit to persons of one sex would be unreasonably and adversely affected by the participation of persons of the opposite sex.

4. DISCRIMINATION BECAUSE OF DISABILITY

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled if every reasonable effort has been made to accommodate any physical or mental disabilities of an employee or applicant, but such accommodations cannot be

made without undue hardship to the employer; or where, because of such disability, the employee or applicant cannot meet a bona fide occupational qualification that cannot be waived or modified without undue hardship to the employer.

With respect to public services, facilities and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled where:

- A. Architectural barriers limiting access to facilities owned or occupied by the Contractor cannot be eliminated without structural alterations, and are permitted to remain under the provisions of the Oregon State Structural Specialty Code; or
- B. A program or activity, viewed in its entirety, is readily accessible to and usable by persons who are physically or mentally disabled.
- C. The purpose of the program, service, or facility is to provide a special benefit to persons characterized by a particular handicap in some respect specially related to the educational, medical, psychological, mobility, social or economic needs of persons so disabled.

5. *DISCRIMINATION BECAUSE OF AGE*

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity regardless of age where:

- A. Certain positions include duties which must, by law or ordinance, be performed by persons over a certain age, and the employer cannot accommodate the employment of a person under that minimum age without undue hardship;
- B. The employee or applicant has passed any applicable age established by the Congress of the United States beyond which an employer may reject an employment application or mandate an employee's retirement.

With respect to public services, facilities, and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to age where:

- A. The purpose of the service, facility, or accommodation is to benefit or serve persons under 18 years of age or their adult custodians in some respect specially related to the needs of such persons; or
- B. The purpose of the service, facility, or accommodation is to benefit or serve persons 65 years of age or older in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs common to persons of that age group.

6. *DEFINITIONS*

As used in this Policy, there are several terms specifically defined in various federal, state, and local laws, ordinances, and administrative regulations applicable either because of the City's receipt of federal or state funds, or because they are general laws and ordinances prohibiting discrimination. In addition, judicial and administrative decisions have created an additional body of law further defining these terms in their application. Because of the magnitude and complexity of these various legal definitions and interpretations, it is not possible to provide exhaustive definitions herein. The Contractor should be guided by the following general rules:

- A. Where two separate legal definitions or interpretations may apply in a given situation, the one according the greatest degree of protection to the person entitled to their protection shall govern.
- B. "Disability" and "handicap" are intended to be synonymous.
- C. The Contractor is not entitled to advisory opinions or advice from City representatives as regards the specific application of this policy. It is up to the Contractor, and their own legal counsel to ascertain compliance with this policy, federal, state and local law. The City expressly disclaims any responsibility for the Contractor's reliance on advice or opinions given by City representatives.
- D. The Contractor is cautioned that restrictions in deeds, leases, collective bargaining agreements, and other contracts may not in every case justify an otherwise discriminatory act, policy, or practice. The Contractor must, at his own risk and expense, comply with this Policy regardless of contractual restrictions which do not justify Contractor's acts, policies, or practices.

7. *ADVERTISING AND PROMOTIONAL MATERIAL*

- A. In all advertising, postings, and promotional material relating to hiring, the Contractor shall include the following statement:

" _____ (name of contractor) _____ is an equal opportunity employer and does not discriminate in hiring, promotion, layoff, discipline, transfer, compensation, or other terms of employment because of a person's race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation."

EXCEPTION: In "classified" advertising the Contractor need only include the statement "An Equal Opportunity Employer".

- B. In all advertising, postings, and promotional material relating to programs and services funded in whole or in part under a contract with the City of Ashland, the Contractor shall include the following statement:

"This _____ (program or service as applicable) _____ is open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap or political affiliation. For further information about this equal opportunity policy, contact _____ (name of contractor's representative) _____ at _____ (phone number) _____."

8. *RETALIATION*

The Contractor shall not, in any manner, accord different or unequal treatment to or in any way discriminate against any person because of such person's filing of or participation in any grievance or complaint of discrimination contrary to its policy, whether such grievance or complaint is logged with the City of Ashland, or any state or federal court or agency.

9. *GRIEVANCE PROCEDURE*

During the term of this Contract, and for at least six months thereafter, the Contractor shall conspicuously display the attached "Notice: Your Rights to Have Discrimination Complaints Heard" in locations accessible to the public at its principal office and all other premises within the City of Ashland where it conducts any operations. Likewise, the Contractor shall fully cooperate with the designated representative of the City of Ashland and state and federal civil rights

compliance agencies in investigating, mediating, and otherwise handling complaints or grievances concerning this Policy.

10. VIOLATIONS

Violation by the Contractor of any provision of this Policy may, in addition to any remedy accorded an aggrieved person, be cause for termination of the Contract, debarment from participation in future City of Ashland contracts, or both.

11. CONTRACTS DIRECTLY FUNDED BY FEDERAL OR STATE AGENCIES

If this Contract is funded in whole or in part by federal or state grants, there may be imposed on the Contractor the additional obligation of "affirmative action" to ensure equal opportunity, and specific standards and reporting requirements to be met. "Affirmative action", in general, means taking positive and affirmative steps to involve historically disadvantaged classes of persons in the performance of the work or participation in the benefits of this Contract. These steps may include special recruitment efforts, specific goals as to percentages of such persons employed in certain jobs, specific goals as to percentages of such persons employed in certain jobs, specific standards for the amount of work to be subcontracted to minority-owned businesses, etc.

If there are such additional requirements beyond this policy, the Invitation for Bids will state:

"This project is funded in whole or in part through (name of agency) . Special equal opportunity requirements imposed by that agency are contained in the bid documents, and bidders are cautioned to examine them carefully in preparing their bids."


CITY OF ASHLAND
JACKSON COUNTY
STATE OF OREGON

SPECIAL PROVISIONS

FOR

INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET

PROFESSIONAL OF RECORD CERTIFICATION:

 <p>Seal w/signature</p> <p>Date Signed: <u>March 30, 2020</u></p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for temporary features and appurtenances, roadwork, drainage and sewers, retaining walls bases, wearing surfaces, permanent traffic safety & guidance systems, permanent traffic control and illumination systems, and right-of-way development and control . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 00220, 00225, 00280, 00290, 00305, 00320, 00330, 00331, 00370, 00390, 00405, 00415, 00430, 00440, 00442, 00445, 00470, 00490, 00495, 00593, 00596B, 00640, 00641, 00730, 00744, 00759, 00815, 00850, 00855, 00865, 00867, 00902, 00905, 00930, 00940, 00960, 00962, 00970, 01010, 01030, 01040, 01120, 01140, 01150, 01160, 01170, 02001, 02450, 02910, 02690 and 03020</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

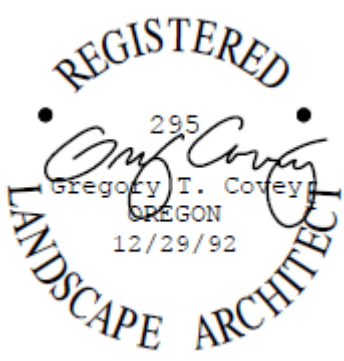
**CITY OF ASHLAND
JACKSON COUNTY
STATE OF OREGON**

SPECIAL PROVISIONS

FOR

**INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET**

PROFESSIONAL OF RECORD CERTIFICATION:

 <p>Seal w/signature</p> <p>Date Signed: <u>March 30, 2020</u></p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for right-of-way development and control . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 01030, 01040 and 01120</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

PART II - SPECIAL PROVISIONS

INDEPENDENT WAY CONSTRUCTION

2013-25

Road Construction

WORK TO BE DONE

The Work to be done under this Contract consists of the following:

1. Construct and remove Temporary Traffic Control and Erosion Control Measures.
2. Construct sanitary sewer and storm sewer mainlines.
3. Install sanitary sewer and storm sewer manholes.
4. Install ductile iron potable water mainlines.
5. Construct sidewalk, curbs, curb ramps and driveways.
6. Install ACP Wearing Surfaces
7. Install permanent pavement markings
8. Install highway illumination
9. Install landscaping
10. Perform additional and Incidental Work as called for by the Specifications and Plans.

AUTHORITY OF CONSULTANT

The consultant will be directly in charge of the Project. However, his authority on this Project is as designated in the official "Consultant Agreement" for this Project, and as designated by the Engineer. This does not include authority to approve Contract changes or semifinal and Final Inspection of the Project.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

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

CLASS OF PROJECT

This is a Locally Funded Project.

CITY OF ASHLAND SPECIAL PROVISIONS

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.05(a) Grammar - Add the following bullet to the bullet list:

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

Replace the bullet that begins “Certain Subsections labeled “Payment” contain...” with the following bullet:

- Certain Subsections labeled “Payment” contain statements to the effect that the accepted quantities “will be paid for at the Contract unit price, per unit of measurement, for the following items” (followed by a list of items). In such cases, the Agency will pay for only those Pay Items listed in the Schedule of Items.

00110.20 Definitions – Replace the sentence that begins “**Surfacing** – The Course or Courses...” with the following sentence:

Surfacing – The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulder, or parking areas for pedestrian, bicycle or vehicle use.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications modified as follows:

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Add the following to the end of this subsection:

The Plans, which are applicable to the Work to be performed under the Contract, bear title and date as follows:

**Independent Way
Tolman Creek Road to Washington Street
Ashland, Oregon
February 2020**

00120.10 Bid Booklet - In the paragraph that begins "The Bid Section includes all pages after...", add the following bullet to the bullet list:

- Certificate of nondiscrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by ORS 279A.112 (House Bill 3060, 2017)

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered - Add the following to the end of this subsection:

The Agency will hold a mandatory pre-bid meeting for all holders of Solicitation Documents in a virtual capacity at 1:00 p.m. on Wednesday April 15, 2020. Information pertaining to this meeting will be posted on the ORPIN website prior to the scheduled pre-bid meeting.

All prospective Bidders must attend this meeting. Those not attending will have their Bids declared non-responsive.

Prospective Bidders will be given the opportunity to ask questions relating to any details involved in the performance of the work under the Contract.

Information distributed, statements made or responses given to questions, by the Agency's representatives at the pre-bid meeting will not in any way alter or affect any of the provisions contained in the Solicitation Documents or Contract requirements and will not be binding upon the Agency unless confirmed by Addenda.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids – Replace this subsection with the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda only by publishing them on the Oregon Procurement Information Network (ORPIN) website.

Addenda may be downloaded from the Oregon Procurement Information Network (ORPIN) website. Bidders shall be responsible for checking the website for Addenda. Bidders should check the website weekly until the week of Bid Closing and daily the week of Bid Closing.

Bidders, not the Agency, shall be responsible for failure of Bidders to check and download Addenda. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda published on the Oregon Procurement Information Network (ORPIN) website before Bid Closing.

00120.40(f) Disclosure of First-Tier Subcontractors – Replace the sentence that begins “The Agency is not responsible for partial ...” with the following sentence:

The Agency is not responsible for partial, failed, illegible or partially legible email transmissions or submittals, and such forms may be rejected as incomplete.

00120.45(b) Electronic Bids – Delete this subsection.

00120.60(a) Paper Bids – Replace this subsection with the following:

(a) **Paper Bids** - Information entered into the paper Bid Booklet by the Bidder may be changed after the paper Bid has been delivered to the City of Ashland, provided that:

- Changes are prepared according to the instructions identified in the Bid Booklet; and
- Changes are received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids; and
- The changes are submitted in writing or by electronic facsimile (FAX) transmission to the FAX number given in the paper Bid Booklet, signed by an individual authorized to sign the Bid.

A Bidder may withdraw its paper Bid after it has been delivered to the City of Ashland, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead, either by hand delivery or by FAX to the FAX number given in the paper Bid Booklet; and
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and
- The request is received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids.

00120.60(b) Electronic Bids – Delete this subsection.

00120.70 Rejection of Nonresponsive Bids - Replace the bullet that begins “The Bid has entries not typed or in ink, or has ...” with the following bullet:

- The Bid has entries not typed or in ink, or has signatures or initials not in ink (save for changes received by email as provided by 00120.60).

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

- The Bidder has liquidated and delinquent debt owed to the State or any department or agency of the State.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications modified as follows:

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

- Where private property(s) will be affected by construction but cannot realistically be restored to its pre-existing condition before the contractor will leave the site, agreement shall be reached with the owners of the property(s) regarding how the site shall be left and the Agency Inspector shall review the agreement before the excavation or other work begins.
- Review clean-up of areas adjacent to private property with owners or owner’s agents, grade non-landscaped shoulders, parkrows, or unsightly areas caused by the construction to a smooth condition free of sudden transitions, piles, or trip hazards, unless specific objections are raised by the property owner or owner’s agent, If objections are raised, contact Public Works Inspector to inspect site and provide direction. Do not negatively impact trees or other adjacent plants.
- Notify affected owners and occupants of adjacent properties of completion of clean-up prior to leaving the site and verify that no other clean-up work remains. Restoration of private properties shall be to the satisfaction of the property owner and may include re-seeding of staging areas.
- Submit revised drawing of installed utility locations if location changed.

SECTION 00150 - CONTROL OF WORK

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

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).

The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate right-of-way and easements.

00150.30 Delivery of Notices - Add the following to the end of this subsection:

For purposes of this subsection, the time zone is Pacific Standard Time (PST) to determine time of receipt of notices and other documents. For purposes of this subsection, non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020.

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed below. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Utility	Contact Person's Name, Email, and Phone Number
City of Ashland Water Department	Steve Walker, steve.walker@ashland.or.us , (541) 488-5353
City of Ashland Wasterwater Department	Jason Robustelli, jason@robustelli@ashland.or.us , (541) 488-5348
Ashland Fiber Network	Ryan Stowasser, ryan.stowasser@ashland.or.us , (541) 552-2222
Charter Communications	Michael Hall, Michael.Hall4@charter.com ,
CenturyLink QN	Gary Tucker, gary.tucker@centurylink.com , (541) 291-0072
CenturyLink QL	Derek Billick, Derek.Billick@centurylink.com

- The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.
- The Contractor shall notify, in writing, CenturyLink, with a copy to the Engineer, at least 14 Calendar Days before beginning construction activities within 10 feet of CenturyLink's buried fiber optic facilities.

The Contractor shall obtain written approval from CenturyLink for excavating within 10 feet of a buried fiber optic communications cable. CenturyLink may require an On-Site safety watcher at no cost to the Contractor for monitoring purposes. The Contractor shall provide the Engineer a copy of the written approval before beginning work.

Add the following subsection:

00150.50(g) Utility Information (Anticipated Relocations):

The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work estimated to be completed by the following dates and times:

Subsection	Utility	Contact Person's Name, Email and Phone Number	Estimated Completion Date
00150.50(g)(1)	Avista Utilities	Dave McFadden, David.McFadden@avistacorp.com , (541) 941-4055	March 1, 2020
00150.50(g)(2)	City of Ashland Electric Department	Dave Tygerson, Dave.tygerson@ashland.or.us , (541) 552-2387	March 1, 2020

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

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

(1) Avista Utilities - "Gas Utility":

The Contractor shall notify the Gas Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the gas pipeline.

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

- Avista Corporation 1-800-227-9187

(2) City of Ashland Electric Department - "Power Supplier":

The Contractor shall notify the Power Supplier(s) in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the power line(s).

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier and may require an On-Site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning work.

00150.97 Responsibility for Materials and Workmanship - Add the following to the end of this subsection:

- (c) Full or partial termination of the Contract under 00180.90 shall not relieve the Contractor of responsibility for completed or performed Work, or relieve the Contractor's Surety of the obligation for any just claims arising from the completed or performed Work.

SECTION 00160 – SOURCE MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications modified as follows:

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.03 Furnishing Right-of-Way and Permits

Add the following to this subsection:

Obtain all necessary Permits from the City of Ashland Public Works Department, & all other approving agencies where required including ODOT permit and required insurance also listing ODOT and the City of Ashland as additional insured parties, for all construction work within the Public Right of Way, in Public Utility Easements, or on Public Works owned or operated systems within or outside of City Limits a minimum of 3 days prior to commencing work.

00170.05 Assignment of Antitrust Rights - Replace the bullet that reads "ORS 646.725; and" with the following bullet:

- ORS 646.725; or

00170.07 Record Requirements - In the paragraph that begins "For purposes of this Subsection, the term...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

00170.07(a) Records Required - In the paragraph that begins "These records shall include...", replace the bullet that begins "Contracts or documents of other...", with the following bullet:

- Contracts or documents of other arrangements with any Related Entity as defined in OAR 734-010-0400.

In the paragraph that begins "The Contractor shall include...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

00170.07(b) Access to Records - In the paragraph that begins "The Contractor shall provide...", replace the words "OAR 731-005-0780(9)" with the words "OAR 734-010-0400(9)".

00170.07(d) Public Records Requests - Replace the paragraph that begins " If records provided under this section..." with the following paragraph:

If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.345(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.311 through ORS 192.478, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

00170.62 Labor Nondiscrimination - Add the following sentence to the end of this subsection:

It is a material term of this Contract that the Contractor certifies by entering into this Contract that the Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 (House Bill 3060, 2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.

00170.65(a) General: Replace the paragraph that begins " As required by ORS 279C.520, compliance by the ..." with the following paragraphs:

As required by ORS 279C.520, the Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this provision constitutes a material element of the Contract and failure to comply constitutes a material breach that entitles the Agency to exercise any remedies available under the Contract, including, but not limited to, termination for default.

As required by ORS 279C.520, the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

00170.70 Insurance - Replace this subsection with the following:

00170.70(a) Insurance Coverages -

Contractor - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and all warranty periods that apply.

Subcontracting - If the Contractor specifies prior to the execution of the Contract that a Subcontractor will satisfy an insurance requirement, that is permitted to be satisfied by a Subcontractor, the Contractor shall obtain Agency approval of Subcontractor and Subcontractor's insurance coverage(s), as required by 00180.21, prior to commencement of Subcontracted work. After the Contractor receives Agency approval of the Subcontractor, the Contractor may contractually obligate the Subcontractor to obtain and maintain, at the Subcontractor's expense or at the Contractor's expense, the insurance permitted.

The Contractor shall require that all Subcontractors carry insurance coverage that the Contractor deems appropriate based on the risks of the subcontracted work. The Contractor shall obtain proof of the required insurance coverages, as applicable, from any Subcontractor providing Services related to the Contract.

Neither the insurance provided by Subcontractor(s) nor any agreements Contractor or Subcontractor(s) may enter into shall place any limitation on the liability or indemnification obligations of the Contractor under applicable law or the Contract.

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

- **Commercial General Liability** - The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor's liability for bodily injury and property damage. This insurance shall include personal and advertising injury liability, products and completed operations coverage, and contractual liability coverage. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. The annual aggregate limit shall not be less than the dollar amount specified in the Contract. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

When Work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

- **Commercial Automobile Liability** - The Contractor shall provide, Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$2,000,000	\$2,000,000
Commercial Automobile Liability	\$2,000,000	(aggregate limit not required)

- (d) **Additional Insured** - The liability insurance coverages of 00170.70(a) shall include an Additional Insured Endorsement specifying the “State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents, and employees” as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Agency.

Add the following as Additional Insureds under the Contract:

- The City of Ashland and its officers, agents, and employees
- Ashland City Council
- Thornton Engineering

- (e) **Workers' Compensation** - All employers, including the Contractor and Subcontractor(s), if any, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage, unless such employers meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability Insurance with limits not less than \$500,000 each accident.

The Contractor shall certify in the Contract that the Contractor is registered by the Oregon Workers' Compensation Division either as a carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others.

The Contractor shall require and verify that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any Work.

All employers, including the Contractor and Subcontractor(s), if any, exempt under ORS 656.126(2) and subject to any other state's Workers' Compensation law, shall provide Workers' Compensation Insurance coverage as required by applicable Workers' Compensation laws. The coverage shall also include Employer's Liability Insurance with limits not less than \$500,000 each accident.

If the Contractor's and Subcontractor's, if any, operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers' Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If the Contractor and Subcontractor, if any, conducts its operations in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the Workers' Compensation policy.

The Contractor shall require compliance with these requirements in all Subcontractor contracts.

- (f) Notice of Cancellation or Change** - The Contractor shall provide at least 30 Days' written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverages. If a Subcontractor is providing insurance to meet the contract requirements, the Contractor shall provide at least 30 Days' written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this insurance shall not affect the coverage(s) provided to the State, Agency, County, City, or other applicable political jurisdiction or to the Agency's governing body, board, or Commission and its members, and the Agency's officers, agents, and employees.
- (g) Certificate(s) of Insurance** - As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:
- List the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as a Certificate holder and as an endorsed Additional Insured;
 - Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
 - Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation;
 - Include a list of all policies that fall under the Excess/Umbrella Insurance if Excess or Umbrella Insurance is used to meet the minimum insurance requirement.
- (h) Agency Acceptance** - All insurance and insurance providers are subject to Agency acceptance. If requested by Agency, the Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required by the Contract.

- (i) **Insurance Requirement Review** - The Contractor agrees to periodic review of insurance requirements by Agency under the Contract and to provide updated requirements as mutually agreed upon by the Contractor and Agency.

00170.71 Independent Contractor Status - Replace this subsection, except for the subsection number and title, with the following:

The service or services to be rendered and the Work to be completed under this Contract are those of an independent contractor. The Contractor is not an officer, employee, or agent of the Agency or the State as those terms are used in ORS 30.265.

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullet(s) to the end of this subsection:

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

- The City of Ashland and its officers, agents, and employees
- Ashland City Council
- Thornton Engineering

00170.78 Conflict of Interest - Replace the paragraph that begins " The Contractor shall also be ..." with the following paragraph:

The Contractor shall also be and remain in compliance with the Agency's Conflict of Interest Guidelines. (See 00120.40(g) and 00180.21(b).)

00170.80(c) Responsibility for Damage to Work Caused by Public Traffic - Replace the sentence that begins "The Contractor may apply for relief of responsibility..." with the following sentence:

The Contractor may apply for relief of responsibility for damage to Work caused by Public Traffic by submitting a signed Contractor's Request for Relief of Responsibility, form 734-2768, to the Engineer by mail, personal delivery, courier, scanned and submitted via email, or other agreed-upon method.

00170.85 (b) Contractor Furnished Warranties

Add the following paragraph to this subsection:

The Contractor shall warrant all work performed under this Contract for a period of one (1) year from the date of final acceptance, as specified in Subsection 00150.97 (c) of these provisions.

SECTION 00180 - PROSECUTION AND PROGRESS

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

00180.05 Assignment/Delegation of Contract – Replace this subsection, except for the subsection number and title, with the following:

Unless the Agency gives prior written consent, which will not be unreasonably withheld, the Contractor shall not assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, whether voluntarily or involuntarily, and whether by merger, consolidation, dissolution, operation of law, or any other manner, including, without limitation:

- The power to execute or duty to perform the Contract; or
- Any of its right, title or interest in the Contract.

Any purported or attempted assignment, delegation, sale, transfer or disposition without prior Agency consent shall be voidable.

If written Agency consent is given to assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, such consent shall not relieve the Contractor or its Surety of any part of their duties, obligations, responsibilities, or liabilities under or pursuant to the Contract.

00180.06 Assignment of Funds Due under the Contract – Replace this subsection, except for the subsection number and title, with the following:

Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The assignment request is made on the form provided by the Agency;
- The Contractor secures the written consent of the Contractor's Surety to the assignment; and
- The Engineer gives prior written consent to the assignment, which will not be unreasonably withheld.

00180.20(b) Own Organization - Replace this subsection, except for the subsection number and title, with the following:

The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck hauling of Materials not included in or requiring a subcontract, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

00180.20(c)(2) Limitations - Replace this subsection, except for the subsection number and title, with the following:

The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or Subcontractor, with Equipment not customarily owned, rented, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

00180.20(c)(3) Submittals - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including, without limitation, 00170.07. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a).

00180.20(e) Trucking - Replace the paragraph that begins " This Section does not apply to delivery ..." with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This subsection applies to all truck hauling of Materials not performed with trucks owned (or rented) and operated by the Contractor:

00180.20(e)(2) Limitations - Replace this subsection, except for the subsection number and title, with the following:

The approved trucking services agreements shall be used for all trucking services for hauling Materials not provided by trucks owned (or rented) and operated by the Contractor except for trucking services provided by committed DBEs that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling Materials prior to the trucking services provider doing any Work on the Project Site.

00180.20(e)(3) Submittals - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 Days after the trucking services provider for hauling Materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including, without limitation, 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a). If the trucking services are provided by an owner/operator:

- Attach a copy of the data required under 00170.65(b)(4) to the trucking services agreement; and
- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

00180.21(b) Submittal of Requests - Replace the paragraph that begins "The Subcontractors shall also otherwise ..." with the following paragraph:

The Subcontractors shall also otherwise be and remain in compliance with the Agency's Conflict of Interest Guidelines. (See 00170.78.)

00180.21(d) Terms of Subcontracts - Replace the paragraph that begins " Subcontracts shall provide that work performed under ..." with the following paragraph:

All subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to, and shall include, the pertinent requirements, provisions, terms, and conditions of the Contract. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their Subcontractors, and any other lower-tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

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:

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Regulated Work Areas	00290.34(a)
Opening Sections to Traffic	00744.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.42 Preconstruction Conference - Add the following to the end of this subsection:

The Contractor shall conduct a group Utilities scheduling meeting with representatives from the Utility companies involved with this Project and the Engineer before the preconstruction conference. The Contractor shall incorporate the Utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

00180.50(c) Beginning of Contract Time - Replace this subsection, except for the subsection number and title, with the following:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

Add the following subsection:

00180.50(h) Contract Time - There is one Contract Time on this Project as follows:

- (1) The Contractor shall complete all Work to be done under the Contract, except for seeding establishment and plant establishment, not later than Friday, November 27, 2020.

00180.90(a) Termination for Default - In the paragraph that begins "Termination of the Contract for default...", add the following bullet to the end of the bullet list:

- Has liquidated and delinquent debt owed to the State or any department or agency of the State.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.50(b) Retainage – Replace this Subsection, except for the Subsection number and title, with the following:

The Agency reserves the right in its sole discretion to not withhold retainage from progress payments or to begin withholding retainage at any time. If the Agency withholds retainage from progress payments, the amount to be retained from progress payments will be 2.5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below. If the Agency determines that satisfactory progress is not being made on the Work, the Agency may withhold up to 5% of the value of Work accomplished from subsequent progress payments. No retainage will be withheld from Work performed as Force Account Work, escalation/de-escalation, bonuses, or other items decided by the Agency.

As provided in 00170.65(b)(3) in addition to any retainage, a withholding of 25% of amounts earned will be withheld and released according to ORS 279C.845 when the Contractor fails to file the certified statements required in ORS 279C.845, FHWA Form 1273, and 00170.65.

00195.50(c) Forms of Retainage - Replace the paragraph that begins "Forms of acceptable retainage are specified below ..." with the following paragraph:

If the Agency withholds retainage, forms of acceptable retainage are specified below in Subsections (1) through (3). Unless the Contractor requests and the Agency accepts a form of retainage under Subsections (2) or (3), the Agency will use the "Cash, Alternate A" in this Subsection . If the Agency incurs additional costs as a result of the Contractor's election to use a form of retainage other than Cash, Alternate A, the Agency may recover such costs from the Contractor by a reduction of the final payment.

00195.50(c)(1) Cash, Alternate A - Replace the paragraph that begins "The Agency will deposit the cash retainage ..." with the following two paragraphs:

Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Agency may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Agency's advance written authorization. Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

For a contract over \$500,000, if the Contractor requests that the Agency deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Agency will use the "Cash, Alternate A" in this Subsection. For a contract \$500,000 or less, if the Contractor requests that the Agency deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Agency will use an interest-bearing account (in a bank, savings bank, trust company, or savings association) as provided under ORS 279C.560(5).

00195.50(c)(2) Cash, Alternate B (Retainage Surety Bond) - Replace the paragraph that begins " Upon receipt of an approved retainage surety ..." with the following paragraph:

Upon receipt of an approved retainage surety bond, the Agency will limit the amount of cash retainage withheld to \$10,000, which will be deposited in an interest-bearing escrow account as described in (1) above. The surety bond must be in the bond form provided by the Agency. The bond must be provided by the same Surety that provides the Performance and Payment Bonds.

Replace the paragraph that begins "Amounts of retainage withheld under ..." with the following paragraph:

Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

00195.50(d) Release of Retainage - Add the following paragraph to the end of this Subsection:

The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

00195.50(e) Withholding Payments - Add the following bullet to the bullet list:

- Paid all liquidated and delinquent debt owed to the State or any department or agency of the State. (In addition to Agency's other rights and remedies, the Agency may also undertake collection by administrative offset, or garnishment if applicable, of all monies due to recover such debt. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.)

Replace the bullet that begins "Complied with all orders issued..." with the following two bullets:

- Complied with all orders and directives issued by the Engineer under or pursuant to the Contract;

- Corrected or cured its failure to comply with the Contract; and

Replace the paragraph that begins "Notwithstanding ORS 279C.555 or ORS 279C.570..." with the following paragraph:

Notwithstanding ORS 279C.555 or ORS 279C.570 or 00195.50(d), if a Contractor is required to file statements on the prevailing rate of wages, but fails to do so, the Agency will withhold 25% of any amount earned as required in 00170.65.

00195.50(f) Prompt Payment Policy - Replace the paragraph that begins "Payments shall be made promptly ..." with the following paragraph:

Payments shall be made promptly according to ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

TECHNICAL SPECIAL PROVISIONS

SECTION 00205 - FIELD LABORATORY, WEIGHHOUSE, ETC.

Comply with Section 00205 of the Standard Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

Add the following subsection:

00220.01(d) Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

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

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.
- When pipe backfill cannot be achieved by the end of a work shift and temporary plating is not in place according to 00405.46(e), provide additional temporary traffic control measures, including flagging, as required by the Engineer and at no additional cost to the Agency.
- Protect pedestrians in pole base excavation areas by placing approved covers over all pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on either side of the excavated area, facing pedestrian traffic, or place covers and barricades as directed.

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

- For an active work area controlled at each end by flaggers and pilot car, provide transportation for pedestrians (and bicyclists) through the active work area according to Section 00225.

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

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

00220.03(c) Adjacent Resident Notification - Notify all adjacent property owners, businesses, or residents within project boundaries, at least 72 hours prior to the start of construction. Notifications can be accomplished by mail, telephone conversation, door hangers, or door-to-door visit. Provide adequate prior notice (minimum 48 hours) to allow those impacted by the Work to adjust their schedules and patterns accordingly when construction may impact access to and from the adjacent property.

Provide the following information in the notifications and issue updates if the information provided changes:

- Who will be doing the work (name and 24 hr. phone number of contractor)
- What the project work will consist of (e.g. excavation, patching, flatwork, etc.)
- Where the work will be done (in the public way and/or on private property)

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

One or more Traffic Lanes may be closed on Tolman Creek Road when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2):

- Daily, Monday through Friday between 7:00 a.m. and 4:30 p.m.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.01(b) Definitions – Add the following to the end of the subsection:

Temporary Walk – Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

Add the following subsection:

00225.01(d) Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

00225.02(a) Temporary Signs - Add the following to the end of the bullet list:

- Ten Calendar Days before closing the sidewalk at Tolman Creek Road, place a “SIDEWALK CLOSED, Full Time” (CW11-4) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.
- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the “SIDEWALK CLOSED, Full Time” (CW11-4) signs while the TPAR is open to pedestrian traffic.
- Install a 54-inch "TRUCKS LEAVING HIGHWAY XXXX FT" sign in advance of each entrance point to the Work Area at sign spacing “A” from the “TCD Spacing Table” shown on the Standard Drawings. Install a 54-inch "TRUCKS ENTERING HIGHWAY XXXX FT" sign in advance of each exit point from the Work Area at sign spacing “A” from the “TCD Spacing Table” shown on the Standard Drawings.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on the _____ Highway, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.

- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign on 1/2 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

00225.13(a) Tubular Markers - Add the following two paragraphs to the end of this subsection:

Use blue plastic markers for temporary business accesses only. Use orange plastic markers for all other applications of Work Zone traffic control.

Blue plastic tubular markers shall be reflectorized with at least two blue, flexible reflective bands at least 3 inches wide, securely attached no more than 2 inches from the top with no more than 6 inches but not less than 1 inch between the bands.

Add the following subsection:

00225.19 Pole Base Excavation Covers - Use pole base excavation covers meeting the following requirements:

- Utility grade plywood
- 3/4-inch minimum thickness
- New or in like new condition

Add the following subsection:

00225.41(b)(6) Existing Facility Sign Supports - When mounting temporary signs on existing facilities, install signs as shown on the Standard Drawings or other mounting methods approved by the Engineer.

00225.80 Measurement – Replace the bulleted item that begins “Method “B” – Lump Sum Basis...” with the following bullet:

- **Method “B” – Lump Sum Basis** – Except for Flaggers, no measurement of quantities will be made under this method. Flaggers will be measured according to 00225.88(a).

00225.90(b) Method “B” Lump Sum Basis – Replace this subsection, except for the subsection number and title, with the following:

Except for Flaggers, all work zone traffic control will be paid for at the Contract lump sum amount for the item “Temporary Work Zone Traffic Control, Complete”.

Flaggers will be paid for according to 00225.90(a)(1).

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing Materials and TCD, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

00225.90(a)(2) Temporary Protection and Direction of Traffic – Replace the bullet that begins “Providing, Surfacing, maintaining, removing...” with the following bullet:

- Providing, Surfacing, maintaining, removing, and restoring the TPAR.

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

- Furnishing, placing, maintaining, moving, and removing pole base excavation covers.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.00 Scope - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA Permit is not applicable to the Project. Before beginning Work on the Project, obtain an NPDES 1200-CA Permit from the applicable local jurisdiction or an NPDES 1200-C Permit that is applicable to the Project.

00280.62 Inspection and Monitoring - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.30(a) Pollution Control Measures - Add the following subsections and bullets:

(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.

(8) Visual Turbidity Monitoring - In addition to any turbidity monitoring required by 00280.62(c) to comply with NPDES 1200 series requirements, monitor turbidity visually during in-water work according to the following:

- Before beginning work, make upcurrent and downcurrent in stream turbidity observations.
- Every four hours, make observations at an upcurrent location outside the influence of the project, and at a downcurrent location that indicates any turbidity caused by the project.
- Document all turbidity monitoring observations including date, time, and location on form 734-2755, "Turbidity Monitoring Form" or another form approved by the Agency. Submit reports to the Engineer weekly during in-water work and keep copies of the reports at the Project Site.
- If a downcurrent turbidity plume is observed, modify work procedures and repair or implement in-water best management practices (BMP). If a turbidity plume is still observed at the next four-hour observation, stop all in-water work and repair or implement additional BMP. Resume in-water work when there is no longer a visible turbidity plume.

00290.34(a) Regulated Work Areas - Add the following to the end of this subsection:

The regulated work area is the area at or below the riparian setback shown on the plans.

For this Project, the regulated work area is defined as the area at or below the riparian setback. The Engineer will identify and mark the regulated work area.

Perform work within the regulated work area only during the in-water work period. The in-water work period is from June 15 to September 15

The total volume of material filled or discharged into waters of the state and waters of the U.S. shall not exceed 62 cubic yards.

The total volume of material excavated from the waters of the state and waters of the U.S. shall not exceed 148 cubic yards.

Submit a schedule to complete all work within the regulated work area within the in-water work period at least 10 days prior to the preconstruction conference.

00290.34(b) Prohibited Operations - Replace this subsection, except for the subsection number and title, with the following:

Except where allowed by the Contract or by permit, do not:

- Allow entry within the regulated work areas as shown on the Plans.
- Allow equipment to enter or work in or on the regulated work areas as shown on the Plans.

Add the following subsection:

00290.34(c) Aquatic Species Protection Measures Required by Environmental Permits:

(1) General Requirements:

- Do not apply surface fertilizer within 50 feet of any stream channel.

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the state or waters of the U.S.
- Do not cross directly through a stream for construction access, unless shown or approved. If shown or approved, cross perpendicular to the stream and do not block stream flow. When a crossing is no longer needed, completely remove the crossing and restore the soils and vegetation to the original condition.
- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.
- If temporary access roads are needed within 150 feet of any body of water, use existing routes unless new routes are shown or approved.
- Before beginning work on temporary access routes that are not shown, submit a proposal to the Engineer for approval.

00290.36(a) Migratory Birds - Replace this subsection, except for the subsection number and title, with the following:

00290.36(a) Migratory Birds - Comply with the Migratory Bird Treaty Act (16 U.S.C. 703-712) which protects most species of birds in Oregon and prohibits the removal of nests containing eggs and dependent young (i.e., active nest) without a permit. Migratory birds include most birds in Oregon; the few exceptions include rock pigeons, house sparrows, and European starlings.

Remove bird nests only if they are inactive. Except where allowed by the Contract and by permit, do not disturb an active migratory bird nest, do not inhibit the ability of adult birds to care for eggs or dependent young, and do not impact the supporting structure on which an active nest is built.

If active migratory bird nests are encountered stop all actions that may disrupt the nest and its occupants (including visual and auditory impacts) and contact the Engineer. Do not resume Work that may disrupt nesting until approved by the Engineer.

Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds. Avoid disturbing migratory bird nesting habitat (shrubs, trees, and structures) from March 1 to September 1 of each year. If avoidance is not possible, obtain approval from the Engineer before falling trees or clearing vegetation that could disturb migratory bird nesting habitat between March 1 and September 1.

00290.41 Protection of Wetlands – Replace the title of this subsection with “**Protection of Waters of the U.S. or State**”

Delete the paragraph that begins with “For the purposes of this Section...”.

00290.41(a) Identifying Wetlands – Replace the title of this subsection with “**Identifying Waters of the U.S. or State, Including Wetlands**”

00290.41(b) Disturbing Wetlands – Replace the title of this subsection with “**Disturbing Waters of the U.S. or State, Including Wetlands**”

Add the following to the end of this subsection:

Permits have been obtained for this project from the US Army Corps of Engineers (Corps) and the Department of State Lands (DSL). Keep a copy of Corps and DSL permits at the project site during construction. Changes to the project that may increase the amount of fill placed or material removed in waters of the U.S. or State, or the acreage of waters impacted are not authorized. The following waters of the U.S. or State are present and have been determined to be unavoidable:

00290.42 Tree Protection – Add the following section:

City of Ashland Tree Protection

Tree removals shall be limited solely to those identified on the Tree Removal Schedule or as shown on the Construction Plans.

The Contractor shall take all necessary precautions to avoid damage to existing trees within the work area. As a minimum, the contractor will provide the following:

- **Protective Fencing:** As indicated on the plans or as directed by the engineer, the contractor shall provide temporary protective fencing. Fencing shall be installed at the drip line of the trees.
 1. Protective fencing shall occur around all existing trees and planted areas to be “saved and protected” and existing trees in adjacent areas, that occur within 30 feet of a demolition feature requiring the use of heavy equipment, for example, built structures, buildings and retaining walls, and around trees adjacent to the paths of travel for demolition and construction equipment. Install metal tee posts plumb and evenly spaced not to exceed eight feet along the fence line. Drive posts 18 to 24 inches into the ground; adjacent posts shall be within four inches of the same height above grade.
 2. All protective fence support posts shall have a minimum spacing distance of eight feet on center. Posts shall be placed in 18-24 inches deep, six-inch diameter augured hole and backfilled with ¾ inch minus crushed rock. All posts shall be made vertical and ridged to top of fence. If support roots of trees are encountered during post placement, move post to next acceptable location or consult the City’s arborist.
- **Tieback Protection:** Protect existing trees and plants against all types of damage. Tie back all flexible limbs and overhead branches which may, in the opinion of the Landscape Architect and or representative arborist, may be damaged by the passage or activity of equipment.
- **Excavation:**
 1. Minimize Excavation: Install shoring or other protective support systems to minimize sloping or benching of excavations.
 2. Excavation Within Drip Line: Do not excavate within tree drip line, unless otherwise indicated. No tree limbs may be removed without the written approval of the representative arborist. Excavation within drip line shall only occur under the direction of the representative arborist. Major lateral roots or taproots shall not be cut unless approved in writing by the arborist or under the direction of the representative arborist. Where excavation for new construction is required within tree drip lines, hand excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
 - a. Notify project arborist to review areas of impact 48 hours prior to initiation of work.
 - b. Relocate roots in backfill areas wherever possible.
 - c. Roots encountered immediately adjacent to location of new construction and relocations are not practical, are to be cut appropriately three inches (75 mm) back from new construction. Prune torn roots with clean cut.
 - d. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap.

- e. Water and maintain in a moist condition and temporarily support and protect roots from damage until they are permanently relocated and covered with earth.
- **Utility Trenching:** Where utility trenches are required within tree drip lines, tunnel under or around any roots greater than two inches in diameter by drilling, pipe jacking, or digging by hand.
 1. Notify project representative arborist to review areas of impact 48 hours prior to initiation of work.
 2. Root Pruning: Do not cut main lateral roots or tap roots; cut only smaller roots that interfere with installation of new work. Cut roots with sharp pruning instruments; do not break or chop. If in doubt, contact arborist.
 3. Consult with arborist to determine if soil aeration may be necessary following utility installation if excessive compaction results from heavy equipment.
- **Regrading:**
 1. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist.
 - a. Notify project arborist to review areas of impact 48 hours prior to initiation of work.
 - b. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or tap roots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.
 - c. Do not alter original grade more than three inches (75 mm) within drip-line of retained trees.
 2. Minor Fills: Where existing grade is six inches (150 mm) or less below elevation of finish grade shown, fill with planting soil mix. Place planting soil mix in a single un-compacted layer and hand grade to required finish elevations.
- **Tree Pruning:**
 1. General:
 - a. All tree pruning shall occur under the direction of the arborist. Notify the arborist to review areas of impact 48 hours prior to initiation of work.
 - b. Evaluate all trees, which are to remain within the limits of work for desired pruning. Prune as directed by the arborist.
 - c. Prune to compensate for root loss caused by damaging or cutting root system, health of trees, appearance, and public safety.
 - d. Provide subsequent maintenance during the Contract period as recommended by arborist.
 - e. Cut branches with sharp pruning instruments; do not break or chop.
 2. Pruning Standards: Prune trees according to the National Arborist Association's "Pruning Standards for Shade Trees."
 - a. Class II: Standard Pruning.
 - b. Class III: Hazard Pruning.
 - c. Class IV: Crown-reduction Pruning.
- **Tree Care During Construction:**
 1. Irrigation:
 - a. Provide one inch of irrigation water per week to the root system during the growing season.
 - b. Provide irrigation during the work of this contract.
 2. Construction Traffic: Construction traffic within tree protection zones is to be avoided. If limited access must occur, protect root zone from compaction with 4" layer of wood chips followed by a layer of plywood over all root zone areas subject to traffic. After construction, plywood and chips are to be removed.

- **Tree Repair and Replacement:**
 1. Promptly repair trees damaged by construction operations to prevent progressive deterioration.
 2. Remove and replace dead and damaged trees that the arborist determines to be incapable of restoring to a normal growth pattern.
- **Disposal of Waste Materials:**
 1. Burning on Owner's Property: Burning is not permitted on Owner's property.
 2. Disposal: Remove excess excavated material, displaced trees, and excess chips from Owner's property.

SECTION 00305 - CONSTRUCTION SURVEY WORK

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

Description

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

http://www.oregon.gov/ODOT/ETA/Documents_Geomtronics/Construction-Survey-Manual-Contractors.pdf

Measurement

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

Payment

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

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

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

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

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

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00320 - CLEARING AND GRUBBING

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

00320.40(b)(3) Trees To Be Saved - Replace this subsection with the following subsection:

00320.40(b)(3) Vegetation and Materials to be Saved - The Engineer will designate no work zones and identify and mark trees, existing landscaping, vegetation, or other natural materials to be saved, as shown. Provide and place work zone fencing, from section 00225.12 of the QPL, around designated no work zones and critical root zones of marked trees, as directed. Do not begin construction activity or move equipment into existing landscaped or vegetated areas until the work zone fencing is in place to designate and protect no work and critical root zones.

Do not work within the no work zones or critical root zone of marked trees unless written approval is obtained from the Engineer. Be responsible for all damage to and removal of trees, landscaping, vegetation or other natural materials designated to be saved. Damage will be determined by a specialist selected by the Engineer.

00320.90 Payment - Replace the paragraph that begins "No separate or additional payment..." with the following paragraph:

No separate or additional payment will be made for work zone fencing.

SECTION 00330 - EARTHWORK

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

00330.00 Scope – Add the following to the end of this subsection:

Excavation and removal of excess material generated by the reclamation process and required to meet lines and grades shown in the Plans will be considered General Excavation.

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

00330.42(c)(3) Embankment Slope Protection - Add the following paragraph:

Construct the outer 12 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00370 - FINISHING ROADBEDS

Comply with Section 00370 of the Standard Specifications.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.12 Bedding - Replace the bullet that begins "3/8" - 0 PCC Fine Aggregate..." with the following bullet:

- 3/8" - 0 PCC fine Aggregate conforming to 02690.30(g).

00405.46(c)(2) Class A, B, C, or D Backfill - Replace the paragraph that begins "Compact the top 3 feet..." with the following paragraph:

Compact each layer of trench backfill material within the Roadway and Shoulders, and within a 2V:1H Slope line projected from each Subgrade Shoulder, to not less than 95 percent of maximum density. Compact all other trench backfill material to not less than 90 percent of maximum density.

SECTION 00415 - VIDEO PIPE INSPECTION

Replace Section 00415 of the Standard Specifications with the following Section 00415:

Description

00415.00 Scope - This Work consists of inspecting pipes by video accompanied by a recorded narrative and written report of the findings.

Equipment

00415.20 Mainline Inspection Equipment - Use the following Equipment unless otherwise approved.

- (a) Video Camera** - Use a digital color video camera with the ability to rotate 360 degrees, tilt to a 90 degree angle to the axis of the pipe and a zoom ration of at least 40:1. A light source that provides a clear image of the full pipe circumference and all areas of concern. Provide a camera and lighting system capable of operating in 100% humidity conditions.
- (b) Transporter** - Use an all-wheel drive or track mounted transporter capable of inspecting pipes ranging in size from 12 to 60 inches and does not obstruct the camera view. A vertical and horizontal adjustable camera to maintain the camera along the approximate center of the pipe at all times. The transporter will have an adjustable operating speed while recording not to exceed 30 feet per minute.
- (c) Recording Device** - Provide a device capable of recording video with the pipe identification, a remote meter counter displaying length along the profile in tenths of feet and indicating the camera's position from the starting point. Calibrate the meter counter to be accurate within 0.5 percent over the length of pipe being inspected. The device must be capable of recording a digital video with a minimum resolution of 720 x 480.

00415.21 Service Line Lateral Inspection Equipment - Use the following Equipment unless otherwise approved.

- (a) Push Camera** - Provide a portable camera system that can be manually inserted into service line laterals. The imaging capabilities and illumination requirements for the push camera system are similar to 00415.20(a). Provide a hand-held push camera on site at all times.
- (b) Lateral Launch Camera** - Provide a camera component as part of the mainline video inspection system that can be launched into a service line lateral connection while inspecting mainline. The lateral launch camera is capable of inspecting the length of the lateral from the mainline connection

to beyond the edge of the Right of Way. The imaging capabilities and lighting requirements for the lateral launch camera system are similar to 00415.20(a).

- (c) **Electronic Location Device** - Provide a radio transmitter that can be attached to the video camera system that can be detected from the surface to determine the horizontal and vertical position of the pipes below ground. Provide a locator device on site at all times.

00415.22 Mainline Inspection Equipment with Laser Profiler - Use Equipment that meets the following requirements.

- (a) **Laser Profiler** - Use non-rotating laser projector, certified "eye safe", laser light source and internal optics capable of projecting a 360 degree narrow beam of laser light onto an internal pipe wall and meets the following requirements.

Pipe profile from 12 to 60 inches in diameter.

Capable of measuring deflection and deformities to an accuracy of 0.5 percent and provide a repeatability of 0.12 percent or better.

Measurement accuracy of at least 0.1 inch for cracks and other defects.

Show calibration procedure on video display at each measurement.

- (b) **Software** - Use software meeting the technical requirements of ASTM F3080 and the current supported version as provided by the manufacturer.

- (c) **Equipment** - Use a transporter, camera, and recording device according to 00415.20.

00415.23 Manual Inspection - For pipes larger than 48 inches and when the entire length of the pipe is accessible, a handheld video camera and a light source may be used. The video camera and lighting must meet the requirements of 00415.20(a). A digital camera may be used as a supplement for taking photographs. Use a light source that provides a clear, focused and high quality photograph of the culvert surface under all conditions.

Construction

00415.40 Video Inspection:

- (a) **Notice and Access** - Notify the Engineer a minimum of 48 hours before beginning cleaning or video inspection. Allow the Engineer access at all times, to observe the video monitor and all other operations.
- (b) **Cleaning** - Clean the pipe by removing all debris, sediment, and other accumulated material that would prevent the video camera and laser profiler from moving through the pipe or adversely affect the accuracy of the survey. Remove and dispose of all debris according to 00290.20.

00415.41 Pre Installation Video Inspection - Perform a pre-installation video inspection 5 Calendar Days before beginning Work. Begin Inspection at one end of the pipe and proceed through the entire pipe length at a speed not greater than 30 feet per minute. Move the camera through the pipe and provide a continuous 360 degree pan of each pipe joint. Stop and record all cracks, deformities and defects to document the pipe condition, including the location of all lateral connections to the mainline.

Provide a verbal narrative on each video inspection recording. Include the company name, operator's name, date and time of the inspection, site location, description of the pipe type, size and length, and direction of travel. As part of the recorded audio portion of the video, include a description of all observed defects, deformities, location of lateral connections and locations where digital photographs are taken.

If, during the inspection operation, the camera will not pass through the entire segment, set up Equipment so that the inspection can be performed from the opposite access point back to the obstruction.

(a) Mainline Inspection Use video inspection equipment meeting the requirements of 0415.20. Each video inspection will display and record an on-screen header containing: location, pipe type, size, date and time of inspection, direction of travel, distance and owner.

(b) Manual Inspection - Use video inspection equipment meeting the requirements of 00415.23.

Measure crack widths using a feeler gauge or crack comparator ruler capable of measuring 0.01 inches. Use a tape measure to measure the widest opening at each joint at least to the nearest 1/2 inch.

00415.42 Post Installation Video Inspection - Perform post construction video inspection according to 00415.40 and 00415.41.

Perform post construction deflection testing for all plastic, metal, and aluminum pipe using one of the approved following methods.

Video inspect the pipe interior no sooner than 30 Days after the trench backfill and compaction have been completed. If the Contract duration does not permit a 30 Day waiting period the Engineer may adjust the duration period.

(a) Remote Video Inspection with Laser Profiler - Use video inspection equipment meeting the requirements of 00415.21. Calibrate the laser profiler according to the manufactures specifications and ASTM F3080 Section 9.

Advance the transporter with camera and laser profiler at a speed appropriate with the software's capacity to accurately measure and digitally record 30 individual light ring images per second. Advance the transporter with camera and laser profiler at a speed not greater than 30 feet per minute. A minimum, five full laser ring images shall be taken every inch.

(b) Manual Inspection Deflection - Physical Testing

In addition to 00415.41(b):

Measure the deflection of the pipe using either a metal or fabric tape and read at least to the nearest 1/2 inch. Measure the smallest inside diameter three times for each pipe section in the run. Take the first measurement vertically from the crown to invert (12 o'clock to 6 o'clock positions). Take the second measurement by rotating 60 degrees from vertical (2 o'clock to 8 o'clock positions). Take the third measurement by rotating 120 degrees from vertical (4 o'clock to 10 o'clock positions). For all measurements, stretch tape to full extent across inside of pipe.

Calculate percent deflection using the following formula:

$$\text{Percent Deflection} = [(D1 - D2) \div D1] \times 100$$

where:

D1 = Initial measurement according AASHTO Nominal Diameter

D2 = Most deflected measurement in each pipe run after construction

Finishing and Cleaning Up

00415.70 Video Inspection Recording and Written Inspection Report - Furnish two copies of all preconstruction and post construction inspection video and reports within three Calendar Days after

completing the inspections. If inspection video or audio recording quality is poor, the Engineer has the right to reject the recording and request new video inspection at no additional cost to the Agency.

- (a) **Inspection Report** - Provide an inspection report that includes each defect, deformity, and joint along with the distance from the inspection starting point. Provide still digital images in the report along with a reference and description of each defect, deformity and joint.
- (b) **Deflection Report** - Provide an inspection report and include a report generated from the laser profiler software. If a manual inspection was performed according to 00415.41(b) then provide all measurements and calculations.

00415.71 Corrections to Deficiencies in Work - Submit a repair plan to the Engineer for approval of all detrimental pipe deficiencies that are revealed in the recording and written report. Repair all deficiencies within 48 hours after receiving notification. Re-perform the video inspection, submit the new video, and update the written report at no additional cost to the Agency.

Where the pipe deflection is in excess of 5 percent of the nominal diameter submit a remediation plan to the Engineer. The remediation plan must be a stamped Working Drawing according to 00150.35. Replace pipe where the deflection exceeds 7.5 percent of the nominal diameter at no additional cost to Agency.

Measurement

00415.80 Measurement - The quantities of Work performed under this Section will be measured according to the following:

- (a) **Mainline Video Inspection** - Mainline video inspection will be measured on the length basis. The length will be measured, with no deduction for Structures or fittings, along the pipe flow line from center to center of manholes, inlets, special sections, or the ends of pipe, whichever is applicable. Pipes with sloped ends will be measured from the top of the sloped end section.
- (b) **Service Line Lateral Video Inspection** - Service line lateral video inspections, regardless of length, will be measured on the unit basis. When multiple service line laterals are connected to the mainline by a single shared connection, each service line lateral will be counted separately.
- (c) **Mainline Video with Laser Profile Inspection** - Mainline video with laser profile inspection will be measured on the length basis. The length will be measured, with no deduction for Structures or fittings, along the pipe flow line from center to center of manholes, inlets, special sections, or the ends of pipe, whichever is applicable. Pipes with sloped ends will be measured from the top of the sloped end section.
- (d) **Manual Inspection** - Manual inspection regardless of length, will be measured on the unit basis.

Payment

00415.90 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:

Pay Item	Unit of Measurement
(a) Mainline Video Inspection	Foot
(b) Service Line Lateral Video Inspection.....	Each

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

No separate or additional payment will be made for:

- providing the hand-held push camera and locator device on site at all times
- excavation Work
- restoration Work

SECTION 00430 - SUBSURFACE DRAINS

Comply with Section 00430 of the Standard Specifications modified as follows:

00430.11 Granular Drain Backfill Material - Replace the sentence that begins "Furnish granular drain backfill material..." with the following sentence:

Furnish granular drain backfill material of 1 1/2" - 3/4", 1 1/4" - 3/4", or 3/4" - 1/2" crushed or uncrushed Rock or gravel meeting the requirements of 02690.20(c) and the following gradation requirements:

SECTION 00440 - COMMERCIAL GRADE CONCRETE

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

Add the following subsection:

00440.01 Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Add the following subsection:

00440.02 Abbreviations and Definitions:

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

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Compressive strength..." with the following bullet:

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

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

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

SECTION 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:

00445.01 Definitions and Descriptive Terms – Delete the definitions for **Plain** and **Steel**.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.10 Materials - Replace the "Precast Concrete Sections" line with the following line:

Precast Concrete Sections 02450

Replace the "Metal Frames, Covers, Grates, and Ladders" line with the following line:

Metal Frames, Covers, Grates, and Steps 02450.30

00490.46(a) Metal Steps and Ladders - Replace the title of this subsection with “**Metal Steps**”

Replace the paragraph that begins " If existing manholes or similar Structures ..." with the following paragraph:

If existing manholes or similar Structures have metal steps, provide new steps in the adjusted Structure, in kind. Construct according to the Standard Drawings.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications.

SECTION 00593 - POWDER COATING METAL STRUCTURES

Comply with Section 00593 of the Standard Specifications modified as follows:

00593.10(b) Color - Add the following to the end of this subsection:

For metal chain link fence components, provide a topcoat color of black that matches Federal Standard 595C color # 27038.

SECTION 00596B - PREFABRICATED MODULAR RETAINING WALLS

Comply with Section 00596B of the Standard Specifications modified as follows:

00596B.03 Definitions - Replace the "**Bin Wall**" definition with the following definition:

Bin Wall - A prefabricated modular gravity retaining wall system type composed of metal or precast concrete modules backfilled with granular material.

Replace the "**Crib Wall**" definition with the following definition:

Crib Wall - A prefabricated modular gravity retaining wall system type composed of interlocking longitudinal and transverse beams made of precast reinforced concrete and backfilled with granular material.

Replace the "**Prefabricated Modular Retaining Wall System**" definition with the following definition:

Prefabricated Modular Retaining Wall System - A basic gravity retaining wall system type composed of solid or hollow prefabricated concrete or steel modules. Hollow modules are typically backfilled with granular material. Prefabricated modular retaining walls include metal and precast concrete bin, precast concrete crib, gabion, dry cast concrete block, and wet cast concrete block gravity retaining walls.

00596B.04(b) Design Calculations - Add the following to the end of this subsection:

The following retaining wall design parameters have been established for this Project:

Structure Number #1 - Sta. 5+23.44 to Sta. 6+23.59 Lt.

- Foundation soil unit density 0.12 kips/cu. ft.
- Foundation soil angle of internal friction 30 degrees
- Foundation soil nominal (unfactored) bearing resistance 3.79 kips/sq. ft.
- Retained soil unit density 0.12 kips/cu. ft.
- Retained soil angle of internal friction 30 degrees

Structure Number #2 - Sta. 6+24.49 to Sta. 6+75.29 Rt.

- Foundation soil unit density 0.12 kips/cu. ft.
- Foundation soil angle of internal friction 30 degrees
- Foundation soil nominal (unfactored) bearing resistance 5.81 kips/sq. ft.
- Retained soil unit density 0.12 kips/cu. ft.
- Retained soil angle of internal friction 30 degrees

00596B.11(b) Modular Block Core and Drainage Backfill - Replace this subsection, except for the subsection number and title, with the following:

Furnish 3/4" - No. 4 PCC Aggregate Material meeting the requirements of 02690.20(a) through (d) and 02690.20(f).

00596B.44(a)(1) Placement - In the paragraph that begins " Place granular structure backfill with...", replace the first sentence with the following sentence:

Place retaining wall granular backfill with each course of blocks.

00596B.47(b)(2) Maximum Density and Optimum Moisture Content - Replace this subsection, except for the subsection number and title, with the following:

Determine maximum density and optimum moisture content of the retaining wall granular backfill material according to AASHTO T 99 Standard Proctor Method A, with coarse particle correction according to ODOT TM 223.

00596B.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of retaining walls are:

Station Limits	Area
Sta. 5+23.44 to Sta. 6+23.59 Lt.	1,455 sq. ft.
Sta. 6+24.49 to Sta. 6+75.29 Rt.	1,121 sq. ft.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide PG 70-22 grade asphalt cement for this Project.

00744.44(b) Drop-Offs: Replace the bullet that begins “Construct, maintain, remove, and dispose ...” with the following bullet:

- Construct, maintain, remove, and dispose of the temporary wedge at no additional cost to the Agency. ACP for the temporary wedge will be paid for at the Contract unit price.

00744.45(a)(1) Temporary End Panel - Replace the bullet that begins “Construct, maintain, remove, and dispose ...” with the following bullet:

Construct, maintain, remove, and dispose of the temporary wedge at no additional cost to the Agency. ACP for the temporary wedge will be paid for at the Contract unit price.

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

00759.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of furnishing, placing and finishing Commercial Grade Concrete curbs, concrete curb ramps with curbs, islands, traffic separators, driveways, sidewalks, monolithic curb and sidewalks, miscellaneous surfaces, and stairs and furnishing and installing metal handrail in close conformity to the lines, grades and dimensions shown or established.

This Work consists of furnishing, placing and finishing concrete bus pads according to Section 00756.

Remove and dispose of existing concrete sidewalks, curbs, and curb ramps that are scheduled for removal according to Section 00310.

The Commercial Grade Concrete items in this Section will be collectively referred to as "Structures". Add the following subsection:

00759.01 Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

00759.02 Required Submittals – Replace this subsection with the following subsection:

00759.02 Definitions:

Pedestrian Access Routes - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

00759.03 Placement Conference - Replace this subsection with the following subsection:

00759.03 Required Submittals - Do not begin any curb ramp Work before the plan for completing the Work has been approved. Material ordered or Work done before the Engineer reviews and returns the documents will be at the Contractor's risk.

Before the preplacement conference, submit the following:

(a) Working Drawings - Before the preplacement conference, submit six copies of unstamped Working Drawings according to 00150.35 for all sidewalk ramp Work. Include field verification of each ramp location, and all dimensions and grades necessary to demonstrate compliance with the Standard Drawings and Plans. Notify the Engineer of any deficiencies or non-compliance with the Standard Drawings or Plans. The Engineer will provide additional or modified Plans as needed.

(b) Sidewalk Curb Ramp Plan - At least 21 Calendar Days before the sidewalk ramp Work is scheduled to begin, submit a plan for accomplishing all phases of the sidewalk ramp Work, including the following:

- Surface preparation
- Compliance with Working Drawings and details submitted under 00759.02
- Compliance with current Standard Drawings and Plans
- Waste handling and disposal
- All other pertinent information

(c) ADA Certification for Contractors - For all supervisory personnel who directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors 10 Calendar Days before the preconstruction conference.

Add the following subsection:

00759.04 Preplacement Conference - Before beginning any curb ramp Work, meet with the Contractor's supervisory personnel and quality control manager, any curb ramp Subcontractors' supervisory personnel, and the Engineer at a mutually agreed upon time.

If the Contractor's personnel change, or if the Contractor proposes a significant revision to the plan for accomplishing the curb ramp Work, the Engineer may require additional preplacement conferences.

All supervisory personnel who have an active ODOT ADA Certification for Contractors and directly supervise the curb ramp Work must attend the preplacement conference.

00759.12 Sidewalk Ramp Treatment – Replace the title of this subsection with “**Curb Ramp Treatment**”

Replace the paragraph that begins “Furnish truncated dome detectable warning...” with the following paragraph:

Furnish truncated dome detectable warning surfaces for curb ramps and accessible route islands from the QPL. Furnish truncated dome detectable warning surfaces that are safety yellow in color on or along State Highways.

Add the following subsection:

00759.22 Smart Level - Use ODOT approved smart level devices to measure cross slopes and curb ramp slopes. Calibrate smart levels at the time of inspection. Use percentage mode to record all slope measurements to the nearest 10th of a percent relative to a true horizontal plane (zero).

(a) Qualified Smart Levels - Slopes will be measured with the use of a 24 inch SmartTool level model 92379 or model 92500, and a 6 inch SmartTool level model 92346.

Add the following subsection:

00759.31 Qualifications - Use supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

00759.48(b) Driveways, Walks, Monolithic Curbs and Sidewalks, and Surfacing - Replace this subsection, except for the subsection number and title, with the following:

Do not provide expansion joints within the curb ramp, and between separate concrete pours on the same project.

Provide expansion joints:

- Between driveways and concrete Pavement.
- Transversely in walks opposite expansion joints in adjoining curbs and elsewhere so the distance between joints does not exceed 45 feet.
- Transversely in walks at a distance of 16 feet to 8 feet from ends of walks which abut curbs.
- Around poles, posts, boxes, and other fixtures which protrude through or against the Structures.

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

The 24-inch smart level will be used to measure driveway and sidewalk cross slopes on the pedestrian access route.

Add the following subsection:

00759.50(d) Curb Ramps - The 6 inch smart level will be used to measure curb running slope. The 6 inch smart level will be used to measure slopes on portions of the curb ramp, gutter pan, or adjacent surfaces that cannot accommodate a 24 inch smart level. All other curb ramp locations will use a 24 inch smart level to measure slopes.

00759.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

The quantities of Structures constructed under this Section will be measured according to the following:

- **Volume Basis** - Measurement will be limited to the Neat Lines of the finished Structure as shown or directed.
- **Area Basis** - Measurement will be the finished surface, limited to the Neat Lines shown or directed.

Measurement of concrete walks will include the total area of concrete walk, including the area of concrete curb ramps within the footprint of the concrete walk.

When monolithic curb and sidewalks are measured on the area basis, measurement will include the total area of monolithic curb and sidewalk, including the area of concrete curb ramps within the footprint of the monolithic curb and sidewalk.

Measurement of concrete islands will include the total area of concrete islands, including the area of concrete curb ramps within the footprint of the concrete islands.

When concrete curb ramp construction is not adjacent to concrete walk, monolithic curb and sidewalk, or concrete island Work, the area of the concrete curb ramp Work will be included in the measurement of concrete walks.

- **Length Basis** - Measurement of concrete items will be along the face of the Structure, from end to end including curb tapers or depressed lengths at driveways and ramps. Measurement of metal handrail will be along the top rail member, from center of end post to center of end post.
- **Each Basis** - Measurement will be by actual count. Extra for Curb Ramps will be counted for each instance of where a curb ramp crosses a curb at the transition between a pedestrian facility and a roadway.

00759.90 Payment -

Replace pay items (m) and (n) with the following pay item:

(n) Extra for Curb RampsEach

Add the following after the sentence that begins "In item (a)";

Item (a) includes the curb runs constructed adjacent to the curb ramps.

Delete the paragraph that begins "Item (m) includes...".

Replace the paragraph that begins "Item (n) includes the..." with the following paragraph:

Item (n) includes the additional Work required to construct a curb ramp or replace an existing curb ramp. When replacing an existing curb ramp or retrofitting a curb ramp into an existing concrete pedestrian facility, Item (n) also includes saw cutting and removal.

Add the following to the end of this subsection:

No separate or additional payment will be made for providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

SECTION 00815 - BOLLARDS

Comply with Section 00815 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.45 Installation - Add the following bullet before the bullet that begins "Place material according to...":

- Place material between May 1 and October 15.

Replace the bullet that begins "Place material according to..." with the following bullet:

- Place material according to the manufacturer's installation instructions.

00850.47(c) Retroreflectivity - Replace the sentence that begins "Except for paint applications..." with the following sentence:

Except for paint and colored lane marking applications, evaluate longitudinal and transverse marking retroreflectivity according to ODOT TM 777.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 0865 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 00902 - CROSSWALK CLOSURE SUPPORTS

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

Description

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

Materials

00902.10 Materials - Furnish materials meeting the following requirements:

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

Construction

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

Measurement

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

Payment

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

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

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00920 - SIGN SUPPORT FOOTINGS

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

00920.10 Materials – Delete “Conduit” from the list of materials.

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

The estimated quantities of concrete for minor sign supports are:

Support Type	Quantity
Perforated Steel Square Tube Slip Base Sign Supports	0.65 cu. yd.

SECTION 00930 - METAL SIGN SUPPORTS

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

00930.10 Materials - Replace the paragraph that begins “Furnish structural steel materials...” with the following paragraph:

Furnish perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports from the QPL. Furnish other structural steel materials meeting the applicable portions of Section 02530, with weights and sizes as shown or specified.

00930.40(e)(1) General – Add the following sentence to the end of the paragraph:

The installation will be rejected if the geometry does not satisfy the requirements of 02560.05.

Add the following subsection:

00930.48 Coating - Prepare and powder coat supports according to the applicable portions of Section 00593 or prepare and coat supports according to the applicable portions of Section 00594. Provide coating materials for field application, repairing damaged coatings, and coating hardware after installation, according to Section 00593 or 00594. Do not coat:

- Slip plate or arm connection surfaces.
- Slip base bolting hardware.
- Anchor rods, anchor rod washers, and anchor rod nuts.

Provide the following colors:

Item	Federal Standard 595 Color Number
Perforated Steel Square Tube Anchor Sign Supports	# 27038

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

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
Perforated Steel Square Tube Anchor Sign Supports	183.16

00930.90 Payment - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for coating steel sign supports.

SECTION 00940 - SIGNS

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

Add the following subsection:

00940.12 Sign Coatings -

Furnish all signs on the Project with a shop-applied anti-graffiti coating on both the background and legend sheeting according to 02910.70, regardless of substrate material.

00940.40 General - Add the following sentence to the end of the paragraph that begins “Fabricate all components...”:

For signs that require anti-graffiti coating, fabricate all components of each individual sign with sheeting and anti-graffiti coating from the same supplier to ensure that all components are compatible and are warrantable by the manufacturer.

00940.90 Payment -

Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for anti-graffiti coating of signs.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

00960.01 Regulations, Standards, and Codes - Replace the paragraph that begins "Wherever reference is made..." with the following paragraph:

Use the code, order, or standard in effect on the date the Project is advertised unless otherwise shown.

Replace the paragraph that begins "Do not begin installations..." with the following paragraph:

Safe wiring labels normally required by the Department of Consumer and Business Services, Building Codes Division will not be required for traffic management systems listed on the Red Sheets (see 00160.00) as allowed by ORS 479.540 and OAR 918-261-0037. The Red Sheets may be viewed on ODOT's web site.

00960.02 Equipment List and Drawings - Replace this subsection with the following subsection:

00960.02 Equipment List and Drawing Submittals - Within 30 Calendar Days after execution of the Contract, submit two copies of the Blue Sheets (see 00160.00) and two copies of the Green Sheets (see 00160.00) according to 00150.37 for all materials the Contractor proposes to install. Blue Sheets and Green Sheets will be made available to the Contractor by the Engineer.

Fill out the Blue Sheets and Green Sheets based on the Project requirements. Check off all pre-approved items to be used on the Project. When proposing write-in items, check off the box under "Write-in items" and follow the instructions. Use the current version of the Blue Sheets and Green Sheets that is in effect on the date of Advertisement.

Within 14 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not proceed with the Work before receiving written approval of the submittals from the Engineer.

Add the following subsection:

00960.03 Permits – Provide the Engineer with copies of all required electrical permits prior to performing any work.

00960.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the following requirements:

Commercial Grade Concrete..... 00440

Controlled Low Strength Materials	00442
Delineators	00840.10 and 00840.11
Metal Illumination and Traffic Signal Supports.....	00962
Selected General Backfill	00330.13
Selected Granular Backfill.....	00330.14
Steel Reinforcement	00530

Furnish electrical Materials that have been approved through the Blue Sheet and Green Sheet submittal process in 00960.02.

Anchor rods shall conform to 02560.30 and to the types and sizes shown.

Use commercially available 30 pound nonperforated asphalt-saturated felt where shown.

Use commercially available No. 10 - 0 sand when sand blanket is required.

Use commercially available UL listed insulating vinyl plastic tape where shown.

Use commercially available UL listed silicon bronze (or copper alloy) split bolt where shown.

Use commercially available galvanized steel weatherproof compression fittings where shown.

00960.40 General – Replace this subsection with the following subsection:

00960.40 Excavation:

Remove and replace sidewalks, curbs, paved surfaces, and other materials as needed. Replace and finish all surfaces to correspond with the existing surfaces. Restore all disturbed landscaping and underground systems to original condition.

Excavate trenches, foundations, and junction boxes to locations, Neat Lines, grades and Cross Sections as shown or as established or approved. Furnish, place, and remove any shoring required to prevent caving of walls.

Dispose of all excavated Materials according to 00290.20.

00960.41 Excavation - Replace this subsection with the following subsection:

00960.41 Horizontal Directional Drilling - Drilling shall not "hump" or deform the Pavement and shall be guided. Keep drilling pits at least 2 feet from the edge of Pavement. Do not use water to the extent that the Pavement might be undermined or Subgrade softened. Sand bedding and marking tape are not required with this method.

If jointed conduit is used, verify the joints have not separated by pulling a mandrel through the conduit after installation.

00960.42 Conduit - Replace this subsection, except for the subsection number and title, with the following:

- (a) **Cleaning New Conduit** – Before cable and wire installation, clean all new conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning.
- (b) **Cleaning Existing Conduit** - Before installation of new cable(s) or wire(s) in an existing conduit, temporarily remove all existing cable(s) and wire(s). Clean existing conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods

may be used for conduit cleaning. Stop work and notify the Engineer immediately if there are any difficulties cleaning the existing conduit. Reinstall existing cable(s) and wire(s) in existing conduit unless otherwise shown.

(d) Connecting Non-Metallic Conduit to Metallic Conduit - Use a nonmetallic female threaded connector to connect nonmetallic conduit to metallic conduit.

00960.43 Foundations – Replace this subsection, except for the subsection number and title, with the following:

Construct foundations for pedestals, posts, and cabinets according to Section 00440 and the applicable portions of 00540.48(a). Place concrete:

- Directly against the sides of the excavation in undisturbed or well-compacted material or place in forms.
- With a continuous pour.
- To the elevation shown or directed.
- With conduit ends and anchor rods held securely in proper vertical position, to proper height, using a manufacturer's recommended template until the concrete sets.

Maintain rebar clearances during concrete pour.

Make no adjustments of anchor rods after concrete has set.

Set forms square and true to line and grade. Construct forms of rigid materials that remain in position until removed.

Remove forms and place subsequent loading according to Table 00540-1.

Finish tops of foundations to Roadway, sidewalk or curb grade, or as directed.

Finish exposed concrete foundations to present a smooth, neat appearance. Fill all holes.

00960.44 Junction Boxes - Delete this subsection.

00960.45 Cable and Wire - Delete this subsection.

00960.46 Wiring Practices - Delete this subsection

00960.47 Wood Poles - Delete this subsection.

00960.48 Coating - Delete this subsection.

00960.49 Electrical Service - Delete this subsection.

00960.50 Grounding and Bonding - Replace this subsection, except for the subsection number and title, with the following:

- (a) General** - Make all ground rods, metal conduit, metal poles, grounding wire, metallic junction boxes, metallic junction box covers, and cabinets mechanically and electrically secure to form a continuous, effectively grounded and bonded system.
- (b) Grounding/Bonding Wire** - Use a THWN No. 6 AWG stranded copper grounding/bonding wire in conduit or as shown. Use an un-insulated No. 4 AWG stranded copper grounding/bonding wire outside of conduit or as shown.

(c) **Ground Rods** - Ground each above ground metallic Structure with a separate ground rod.

(1) **Located in Junction Box** - Install ground rod in a junction box if shown. Drive ground rods into the ground with the top of the ground rod 2 inches to 3 inches above the bottom of the junction box to allow for an accessible clamp.

(2) **Located in Foundation** - Install ground rod in a foundation if shown, with the ground rod 2 inches to 3 inches above the top of the foundation to allow for an accessible clamp.

(d) **Services and Cabinets** - Bond the neutral conductor, the control cabinets, and the metal base to the grounding electrode system.

Add the following subsection:

00960.60 Maintenance, Operation and Power Costs - The Agency will continue normal maintenance and operations of the existing systems including the furnishing of electrical energy. Do not use for construction purposes electrical energy billed to the Agency or other agencies.

00960.70 Electrical Energy - Replace this subsection with the following subsection:

00960.70 Service Cabinet and Electrical Energy - Install service cabinet and associated equipment early on to allow the Utility to schedule its Work before project completion. Have the service cabinet inspected by the Utility providing power. Arrange for the Utility to make the electrical hookup.

Furnish and install a meter base approved by the serving Utility (with cover by the Utility), where shown.

Add the following subsection:

00960.71 As-Built Plans - Upon completion of the installation, submit a red-lined copy of the original Plans noting all changes made. The information furnished shall include all modifications made and shall represent the material installed and in operation. It shall be sufficiently detailed to enable maintenance forces to replace or repair any part of the Project under routine or emergency maintenance by direct reference.

SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

Comply with Section 00962 of the Standard Specifications.

SECTION 01010 - STORMWATER CONTROL, WATER QUALITY STRUCTURES

Section 01010, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01010.00 Scope - This work consists of furnishing and installing a water quality Structure as shown.

01010.02 Definitions:

Water Quality Structure - An underground self-activating Structure with no moving mechanical parts or external power sources which removes pollutants from stormwater runoff and retains the pollutants in the Structure.

01010.03 Submittals - Furnish water quality Structures from the QPL.

Provide the following water quality Structures:

Drainage Facility Identification Number	Location (Station)	Stormwater Control Facility Treatment Category
SDWQ #1	5+40.70, 18' Lt.	Oil and suspended solids treatment

Submit the following according to 00150.35:

- Unstamped Working Drawings that include the following information:
 - All design and construction details.
 - Structure plan view with dimensions.
 - Typical section with dimensions.
 - All appurtenances labeled.
 - Installation and pipe connection details.
 - Peak flow bypass details.
- Manufacturer prepared product brochures.
- Design calculations showing the water quality design flow rate and online peak flow rate requirements for each water quality Structure listed in the following table.

Drainage Facility Identification Number	Location (Station)	Contributing Impervious/Drainage Area (Acres)	On-line or Off-line	Water Quality Design Flow Rate (cubic feet per second)	On-line Water Quality Structure Peak Flow Rate (cubic feet per second)
SDWQ #1	5+40.70, 18' Lt.	0.83	On-line	0.051	1.0

Materials

01010.11 Facility Field Markers - Furnish Type S3 field markers according to 00842.10.

Construction

01010.40 General - Construct water quality Structures according to the manufacturer's recommendations.

01010.41 Pipe connections - Place connecting pipe at the required alignment and grade. Set the connecting pipe through the full thickness of the wall and flush with the inner face of the wall. Ensure that pipe connections to the Structure are watertight. Connect all pipes to water quality Structure according to the manufacturer's recommendations.

01010.42 Facility Field Markers - Install field markers as shown and according to Section 00842.

Maintenance

01010.70 Cleaning - Remove all accumulated sediment and debris before completing the facility.

Measurement

01010.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

Payment

01010.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Structure, 1".

The drainage facility identification number will be inserted in the blank.

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 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications:

SECTION 01040 - PLANTING

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

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

Perform initial watering and continue with the watering frequencies according to 01040.71.

01040.71 Plant Care and Success Criteria - Add the following to the end of this subsection:

The following watering frequencies are required:

- Watering of all plant material shall be at a frequency that maintains optimal soil moisture content and shall be no less than twice per week

01040.80(b) Topsoil and Wetland Topsoil - Replace the paragraph that begins "Topsoil and wetland Topsoil will be measured..." with the following paragraph:

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

01040.80(f) Mulch - Replace this subsection, except for the subsection number and title, with the following:

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

01040.90(d) Plant Materials - Replace the paragraph that begins “Partial payments for plant Materials will...” and the partial payment table with the following paragraph and table:

Partial payments for plant Materials will be made as follows:

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

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications.

SECTION 01120 - IRRIGATION SYSTEMS

Comply with Section 01120 of the Standard Specifications.

SECTION 01140 - POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications modified as follows:

01140.10 Materials - Replace the materials list with the following list:

Commercial Grade Concrete in Thrust Blocks	00440
Detectable Marking Tape and Wire	02470
Ductile Iron Pipe Fittings.....	02475
Ductile Iron Pipe	02470

01140.50 Filling and Flushing – Replace this subsection, except for the subsection number and title, with the following:

The City of Ashland will complete all of the filling and flushing requirements in this section. The contractor shall be responsible for placement of a new unused polyurethane pig during construction in the mainline for flushing needs.

01140.51 Hydrostatic Testing:

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

Test all water mains and appurtenances in sections of convenient length under a hydrostatic pressure of 200 psi, measured at the highest point of the test section. Furnish and operate all pumps, gauges, plugs, saddles, corporation stops, miscellaneous hose and piping, and measuring Equipment necessary for performing the test. Provide certifications of accuracy for gauges used in the test from an approved laboratory.

(3) Time Test - Replace this subsection, except for the subsection number and title, with the following:

Test by pumping the main up to the required pressure for at least 2 hours. Provide additional pumping during the test period to continuously maintain a pressure of 200 psi. During the test, observe the section being tested to detect any visible leakage. Use a clean container to hold water for pumping up pressure on the main being tested. Sterilize this makeup water by adding chlorine to a concentration of 25 ppm.

01140.51 (5) Loss Formula - Replace this subsection, except for the subsection number and title, with the following:

The shall be no measure of water lost from the main during the test.

SECTION 01150 - POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications.

SECTION 01160 - HYDRANTS AND APPURTENANCES

Comply with Section 01160 of the Standard Specifications.

SECTION 01170 - POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER

Comply with Section 01170 of the Standard Specifications modified as follows:

01170.00 Scope – Add the following to the end of this section.

The contractor will be required to supply a licensed plumber to reconnect the existing water services from the existing meter locations to the new meter locations servicing the existing structures.

01170.40 General – Replace the paragraph that begins “Except for class 52...” with the following:

City of Ashland will complete the installation of service connections from the new ductile iron main to the new water meter locations shown on the plans. Contractor will provide trench per 01170.40 (a)

SECTION 02001 - CONCRETE

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

02001.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for the properties, submittals, production, quality control and acceptance of portland cement concrete (concrete) for structural, precast prestressed, and paving applications.

02001.01 General - Delete this subsection.

02001.02 Abbreviations and Definitions - Replace this subsection, except for the subsection number and title, with the following:

ASTV	- Actual Strength Test Value
f'_c	- Minimum Specified Compressive Strength at 28 days
f'_{cr}	- Required Average Compressive Strength
GGBFS	- Ground Granulated Blast Furnace Slag
HPC	- High Performance Concrete
HRWRA	- High-Range Water-Reducing Admixture (super-plasticizer)
IC	- Internally Cured
LWFA	- Lightweight Fine Aggregate
PPCM	- Precast prestressed concrete member
SCM	- Supplementary Cementitious Materials
SSD	- Saturated Surface-Dry
w/cm Ratio	- Water-Cementitious Material Ratio
WRA	- Water Reducing Admixture

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

Cementitious Materials - Portland cement and supplementary cementitious materials.

High Performance Concrete - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

Internally Cured Concrete - Concrete designed to utilize lightweight fine aggregate to mitigate shrinkage.

Moderate Exposure - Elevations below 1,000 feet.

Pozzolans - Fly ash, silica fume, and metakaolin.

Severe Exposure - Elevations 1,000 feet and above.

Supplementary Cementitious Materials - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

02001.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the requirements of the following:

Aggregates	02690
Cement.....	02010
Chemical Admixtures	02040
Concrete Modifiers	02035
Supplementary Cementitious Materials.....	02030
Synthetic Fiber Reinforcing.....	02045
Water	02020

Add the following subsection:

02001.15 Concrete Mix Design - Submit current or new mix designs, prepared by a CCT, with the information listed in 02001.15(c), for each required class of concrete to the Engineer for review. Allow 21 Calendar Days for the review. Design mixes by the volumetric method in ACI 211.1 to achieve the properties of 02001.20 and 02001.30 when tested in accordance with 02001.15(b). Provide a design that will be workable, placeable and finishable given the specific conditions for the Project and Structure. Do not proceed with concrete placement until the Engineer has determined that the mix design complies with the Specifications. Review of concrete mix designs does not relieve the Contractor of the responsibility to provide concrete meeting the Specification and jobsite requirements.

- (a) **Current Mix Designs** - Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 12 months on any project, public or private may be submitted for review. Provide individual tests results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from within the last two years. For HPC designs the Length Change and Permeability tests must be from within the last two years.
- (b) **New Mix Designs** - Make at least one trial batch for each concrete mix design. Notify the Engineer at least 48 hours before making each trial batch. The Engineer may witness preparation and testing. Prepare and test trial batches using the same materials, at the same proportions, and having the same plastic properties of concrete that will be used in the Project. Simulate haul time, batching sequence and mixing conditions to ensure the trial batch is representative of the mixture that will be delivered to the Project. Furnish all Materials, Equipment, testing and Work required for designing the mixes at no additional cost to the Agency.

(1) Trial Batch Plastic Properties - For each trial batch, test according to the following test methods:

Test	Test Method
Sampling Fresh Concrete	WAQTC TM 2
Concrete Temperature	AASHTO T 309
Slump	AASHTO T 119 ¹
Air Content	AASHTO T 152
Density	AASHTO T 121
Yield	AASHTO T 121
Molding Concrete Specimens	AASHTO T 23 or R 39 ²
Water Cement Ratio	³

¹ For drilled shaft concrete test the slump retention by subsequent tests at half-hour intervals for the duration of the estimated drilled shaft placement, including temporary casing extraction. Report in table or graphical format.

² Cast cylinders in single use plastic molds

³ Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP

(2) Trial Batch Hardened Properties - When applicable, test properties according to the following test methods:

Test	Test Method
Compressive Strength	AASHTO T 22
Flexural Strength	AASHTO T 97
Length Change	ASTM C157
Permeability	AASHTO T 277

- a. **Compressive Strength Tests** - For each trial batch, cast and cure at least three test cylinders according to AASHTO T 23 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. The use of unbonded caps according to ASTM C1231 is permitted. Test at 28 days according to AASHTO T 22.
 - b. **Flexural Strength Tests** - For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO T 23 or AASHTO R 39. Test flexural beams at 28 days according to AASHTO T 97.
 - c. **Length Change Tests** - For all HPC mix designs, except for precast bridge rail elements, make at least three specimens from the trial batch for length change testing. Sample prisms shall have a square, 4 inch by 4 inch cross section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Following the wet cure, air store and measure samples according to ASTM C157, Section 11.1.2 for 28 days. Report length change results at total specimen age of 56 days.
 - d. **Permeability Tests** - For alternate HPC mix designs, make at least three specimens from the trial batch for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.
- (c) Required Submittals for Mix Designs** - Submit the following information for each concrete mix design:
- (1) Supplier's Information** - Provide the supplier's unique mix design identification number and batch plant location.
 - (2) Mix Design Constituent Proportions:**
 - Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures
 - Absolute volumes of cement, SCM(s), fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
 - Dosage rates for chemical admixtures (ounces per cubic yard)
 - w/cm Ratio including all chemical admixtures
 - (3) Aggregates** - Identify the Aggregate source by the ODOT source number. Report current values of the following:
 - Bulk specific gravities (SSD)
 - Fine Aggregate absorptions
 - Coarse Aggregate absorptions
 - Dry-rodded density of coarse Aggregates

- Average stockpile gradations
- Fineness modulus of sand used in the mix design calculations

(4) Cement - For each cement used, provide the following:

- Manufacturer
- Brand name
- Type
- Source or location plant
- QPL product number

(5) SCM - For each SCM used, provide the following:

- Manufacturer
- Brand name
- Source
- Class
- QPL product number

(6) Concrete Modifiers - For each concrete modifier used, provide the following:

- Manufacturer
- Brand name
- QPL product number

(7) Admixtures - For each admixture used, provide the following:

- Manufacturer
- Brand name
- Design dosage rate
- QPL product number

(8) Synthetic Fiber Reinforcing - For each synthetic fiber reinforcing used, provide the following:

- Manufacturer
- Brand name
- Design dosage rate
- QPL product number

(9) Water - Identify the source of water to be used and provide a certificate of compliance certifying that the water meets the requirements of 02020.10.

(10) Plastic Concrete Tests - Report the temperature, slump, density, air content, yield, and w/cm Ratio of the trial batch or the average of these values for the cylinder sets presented for evaluation of a current mix design.

For drilled shaft concrete, report the following additional information:

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.
- Initial slump test results and subsequent results at 30-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

(11) Compressive Strength Test Results - Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.

(12) Strength Analysis - Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.20(a)(1).

(13) HPC Test Results - For all HPC except precast bridge rail elements, report the length change according to 02001.15(b)(2)(c).

- For alternate HPC designs only, report the permeability according to 02001.15(b)(2)(d).

(14) Quality Control Personnel - Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

02001.20 Concrete Properties, Tolerances, and Limits - Replace the paragraph that begins “Provide concrete that is a workable...” with the following paragraph:

Provide concrete that is workable, placeable, uniform in composition and consistency, and having the following properties:

02001.20(a) Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength, f'_c at 28 days.

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength f'_c (psi)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	4000 (Drilled Shaft)	
	HPC4500	0.40
	HPC(IC)4500	
	5000 +	

Paving	4000	0.44
PPCM's (with cast-in-place decks and no entrained air)	5000	0.48
	5500	0.44
	6000 +	0.42

(1) **Required Average Compressive Strength (f'_{cr})** - Except for PPCM designs, provide calculations demonstrating compliance with ACI 301 section 4.2.3.3 using the ASTV from either field results or trial batch cylinders,

(2) **Flexural Strength** - Provide paving concrete mix designs with a minimum of 600 psi at 28 Days.

02001.20(b) Air Entrainment - Replace Table 02001-2 with the following:

Table 02001-2

Air Entrainment		
Nominal Maximum Aggregate Size, inch.	Moderate Exposure (Percent)	Severe Exposure (Percent)
3/8	6.0	7.5
1/2	5.5	7.0
3/4	5.0	6.0
1	4.5	6.0
1 1/2	4.5	5.5

02001.20(c) Slump - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete at the appropriate slump shown in Table 02001-3. Take corrective action to maintain a consistent slump at the point of discharge from the delivery vehicle.

Table 02001-3

Concrete Slump	
Condition	Slump
Concrete without WRA	4" max.
Concrete with WRA	5" max.
Concrete with HRWRA	6" ± 2"
Precast Prestressed Concrete with HRWRA	10" max.
Seal Concrete	8" ± 2"
Drilled Shaft Concrete	8 1/2" ± 1 1/2" ¹
¹ Maintain a minimum slump of 4 inches throughout drilled shaft placement, including temporary casing extraction.	

Add the following subsection:

02001.20(e) Durability - For HPC designs, except designs for precast bridge rail elements, the following additional requirements apply:

Test	Test Method	Acceptance Value
Length Change	ASTM C157	-0.045%
Permeability	AASHTO T 277	1,000 Coulombs (max.) at 90 days ¹

¹ Only required for alternate HPC designs. See 02001.30(b)(2).

02001.30 Concrete Mix Design - Replace this subsection with the following subsection:

02001.30 Concrete Constituents:

(a) **Portland Cement** - Use Type I or II cement for structural or paving concrete. Use Type III cement for precast prestressed concrete.

(b) **Supplementary Cementitious Materials** - SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:

(1) **General Limits** - SCM may be used separately or in combination as shown:

Separate SCM	Maximum
Fly Ash + Other Pozzolans	30%
GGBFS	50%
Silica Fume	5%
Combined SCM	Maximum
Fly Ash + Other Pozzolans + GGBFS + Silica Fume	50%*
Fly Ash + Other Pozzolans + Silica Fume	30%*

* Fly ash + other pozzolans shall constitute no more than 25% and silica fume shall constitute no more than 5% of the total weight of cementitious materials.

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.

(2) **HPC Cementitious Composition** - Provide HPC with one of the following:

- Cementitious material with 66 percent portland cement, 30 percent fly ash or GGBFS, and 4 percent silica fume.
- Cement with SCM proportioned according to 02001.30(b)(1) 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.

(c) **Blended Hydraulic Cement** - Blended hydraulic cement may be used subject to the limits of 02001.30(b) and 02010.20.

(d) **Chemical Admixtures** - Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

Use a hydration stabilizer from the QPL in all concrete for bridge decks. Use an appropriate amount to extend the initial set time of the concrete by 90 minutes.

(e) **Aggregate** - 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 ACI guidelines except:

- Use 1 1/2 inch nominal maximum size 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.

(1) HPC Coarse Aggregate Content - Proportion all HPC for a minimum coarse Aggregate absolute solid volume according to Table 02001-4:

Table 02001-4

Absolute Solid Volume	
Maximum Nominal Aggregate Size	Cu. Yd. (Aggregate) / Cu. Yd. (Concrete)
3/8"	0.36
1/2"	0.38
3/4"	0.40
1"	0.42
1 1/2"	0.44

Two or more Aggregate products or sources meeting Specifications may be blended to improve concrete properties. Blending non-specification Aggregate Materials, except for gradation, with specification Materials is not allowed.

(f) **Synthetic Fiber Reinforcing for Concrete** - Use synthetic fiber reinforcing from the QPL and according to Section 02045 in all high performance concrete. Use synthetic fiber reinforcing according to the manufacturer's recommendations at the rate designated on the QPL. Fiber packaging is not allowed in the mixed concrete.

02001.31 Concrete Constituents - Delete this subsection.

02001.32 New Mix Designs - Delete this subsection.

02001.33 Required Over Design Strength (f'_{cr}) for New Mix Designs - Delete this subsection.

02001.34(a) Length Change Tests - Delete this subsection.

02001.34(b) Permeability Tests – Delete this subsection.

02001.35 Required Submittals for Mix Designs - Delete this subsection.

02001.37 Trial Batch Costs – Delete this subsection.

02001.40 Concrete Production - Replace this subsection, except for the subsection number and title, with the following:

Produce concrete according to the following sections of ASTM C94, Standard Specification for Ready-Mixed Concrete:

ASTM Section	ASTM Title
9.	Measuring Materials
10.	Batching Plant
11.	Mixers and Agitators
12.	Mixing and Delivery ¹

¹ When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that will be taken to ensure slump, temperature and uniformity will be maintained. This request must be submitted in advance and may establish a new time limit at the Engineers discretion.

(d) Delivery Tickets - Send a concrete delivery ticket with each load of concrete supplied to the Project. Each delivery ticket shall include the following information:

- Concrete supplier's name, address and telephone number
- Address and telephone number of batch plant if different from above
- Date and time the concrete batch was produced
- ODOT mix design number
- Size of load batched
- Weights or volumes of constituents batched in the load
- Amount of water that can be added at the job site
- Amount of water actually added at the job site

(e) Adjusting Concrete Proportions - Replace this subsection, except for the subsection number and title, with the following:

After a mix design has been reviewed and accepted, submit any proposed adjustments to concrete proportions for review. Significant changes to the mix design, as determined by the Engineer, may require verification of performance by trial batch according to 02001.32. Significant changes include, but are not limited to the following:

- Decreases in cementitious material content.
- Changes in cement source.
- Increases in SCM quantity replacing cement.
- Changes in SCM source.
- Substitution of aggregates from a different source.
- Admixture product changes.
- Large admixture dosage changes, excluding seasonal adjustments for air entraining agents and Type A or D water reducers (± 25 oz/cubic yard).

02001.50 Quality Control Personnel - Replace this subsection with the following subsection:

02001.50 Quality Control - Provide quality control according to Section 00165 and the following:

- Sample and test according to the MFTP.
- Provide certified technicians to sample and test the mix for temperature, air content, slump, water-cementitious ratio, density and yield, from the first load of each placement, whenever there is a visible change in the slump of the concrete, and when a set of cylinders is obtained.

- If the results of any test are outside of the specification limits, stop placement of the load. Correct the load or, if the load cannot be corrected, do not incorporate it into the Work. Test subsequent loads before any further concrete placement. Correct subsequent loads if any of the tests are still outside the specification limits. Return to the specified test frequency when the test results from two consecutive loads are shown to meet the specification limits.
- The Contractor shall designate a person responsible for accepting and rejecting concrete onsite.

Certified Technician duties:

(a) Certified Aggregate Technician (CAgT) -

- Sample and test Aggregates.
- Sample and test each stockpiled size according to the test procedures and at the frequencies shown in the Field Tested Materials Acceptance Guide section of the MFTP.
- Record and evaluate test results according to Section 00165.
- Provide Stat-Spec results to the Engineer.
- Notify the CCT whenever a fine aggregate fineness modulus varies by more than ± 0.20 from the mix design it is to be used in.
- Test the fine and coarse aggregates for total moisture content according to AASHTO T 255.

(b) Quality Control Technician (QCT) -

- Attend pre-placement meetings for bridge deck pours and paving.
- Be at the concrete placement site when concrete placement is in progress.
- Have a copy of the mix design on site and available during concrete placement.
- Obtain and check each batch ticket upon arrival of the concrete at the jobsite for the correct mix design.
- Sample the concrete and test for ambient air temperature, plastic concrete temperature, slump, air content, density, w/cm Ratio and yield at the frequencies required by and according to the tests listed in the MFTP, after concrete mixture proportions are adjusted in the field, and at such times as requested by the Engineer.
- Notify the Contractor and the Engineer immediately when the concrete is not in compliance with the Specifications.
- Be in direct contact with the CCT by telephone, radio or other means to convey information.
- Notify the CCT of loads rejected and the reason for rejection.
- Notify the CCT immediately whenever the w/cm Ratio varies from the mix design target by more than ± 0.03 .
- Notify the CCT immediately whenever the air content varies from the mix design target by more than ± 1.5 percent.
- Notify the CCT immediately whenever the slump varies from the allowable limits of Table 02001-3.
- Notify the CCT immediately whenever the density of the plastic concrete varies from the mix design target by more than ± 3.0 pounds per cubic foot.

(c) Concrete Control Technician (CCT) - Prepare new concrete mix designs.

- Notify the Engineer 48 hours prior to trial batching.
- Control the quality of concrete during production.

- Submit proposed adjustments of the mix design, in writing, to the Engineer for approval by the middle of the following work shift.
- Ensure approved adjustments are implemented prior to proceeding with production.
- Before batching is started and when there is a significant change in the slump of the concrete ensure moisture contents of the coarse and fine aggregate are verified by the CAgT. Make necessary adjustments to maintain consistent concrete properties. Provide moisture content test results to the Engineer upon request.
- Monitor concrete properties and compressive strength tests throughout the duration of the Project.
- Make adjustments to loads that fail to meet the air content or slump criteria of these Specifications prior to the 90-minute time limit. Adjustments shall comply with the provisions of ASTM C94.
- Make adjustments to maintain a satisfactory over-design f'_{cr} .
- Perform an analysis and verify the accuracy of coarse and fine aggregate moistures whenever the w/cm Ratio varies from the mix design target by more than ± 0.03 .
- Perform an analysis and make necessary adjustments whenever the unit weight of the plastic concrete varies from the mix design by more than ± 3.0 pounds per cubic foot.
- Perform an analysis whenever the fineness modulus of the fine aggregate varies by more than ± 0.20 from the established mix design. If necessary to maintain proper workability, ability to pump or ability to finish, make an adjustment to the coarse/fine aggregate ratio and submit to the Engineer by the middle of the following work shift.

02001.60 Delivery Tickets – Replace this subsection with the following subsection:

02001.60 Acceptance of Concrete - Acceptance of concrete will be according to Section 00165 and the following:

- (a) **Aggregate** - Acceptance of aggregate will be according to 02690.12.
- (b) **Plastic Concrete** - Acceptance of plastic concrete will be based on tests performed by the Contractor's QCT, according to the tolerances and limits of 02001.20, when discharged within the time allotted in 02001.40.
- (c) **Hardened Concrete** - Cast and cure test specimens according to AASHTO T 23 in 6 inch x 12 inch or 4 inch x 8 inch, single-use plastic molds and test at 28 days according to AASHTO T 22.
 - (1) **General** - For all classes of concrete, acceptance of hardened concrete will be based on an analysis of compressive strength tests of cylinders cast by the QCT. Test cylinders at an Agency certified laboratory.
 - (2) **Acceptance** - Hardened concrete with an ASTV meeting or exceeding the specified design strength, f'_c will be accepted for strength. If the ASTV is less than f'_c but at least 85 percent of f'_c , the Engineer may review the results to determine if the concrete represented by the cylinders is suitable for the intended purpose. Remove concrete that has an ASTV less than 85 percent of f'_c unless otherwise authorized, in writing, by the Engineer. If the concrete is removed, the cost of removal, replacement and all related Work is the Contractor's responsibility. If the Engineer determines that the concrete is suitable for the intended purpose, the concrete may be allowed to remain in place, subject to a price adjustment according to 00150.25. If an ASTV falls below f'_c , the Contractor may submit a written plan outlining a proposed alternate method of evaluating compressive strength. Submit the plan for review by the Engineer within 3 days of the test. Provide evidence that a reasonable f'_{cr} (over-design) was maintained and that there is credible evidence (besides low

strength) which warrants consideration of this option. The Engineer may allow an alternate method of acceptance if the compressive strength test results are determined to be suspect from definable external factors.

SECTION 02450 – MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

02450.00 Scope – Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for precast manhole sump sections, metal frames, covers, and grates.

02450.30 Metal Frames, Covers, Grates, and Ladders - Replace this subsection with the following subsection:

02450.30 Metal Frames, Covers, Grates, and Steps – Comply with the following:

Projects on State Highways		
Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 306	Class 35 B
Inlet frames and grates	M 306	Class 35 B
	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35
All Other Projects		
Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 105	Class 30 B
Inlet frames and grates	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

SECTION 02690 - PCC AGGREGATES

Replace Section 02690 of the Standard Specifications with the following Section 02690:

SECTION 02690 - PCC AGGREGATES

Description

02690.00 Scope - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

02690.01 Definitions:

Coating - Foreign or deleterious substances found adhering to the aggregate particles.

Detrimental Materials - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

Nominal Maximum Size Of Aggregate - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

Materials

02690.10 Materials - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

02690.11 Alternate Grading - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

02690.12 Acceptance of Aggregate - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

- (a) **Aggregate Gradation** - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.
- (b) **Non-specification Aggregate Gradation** - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

02690.20 Coarse Aggregate:

(a) **Harmful Substances** - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	–	T 113	1.0
Material passing No. 200 sieve	–	T 11	1.0
Wood Particles	TM 225	–	0.05

(b) **Soundness** - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

(c) **Durability** - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	
Abrasion	–	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	–	30.0% Max.
Sediment Height	TM 208	–	3.0" Max.

(d) **PCC Paving Aggregate** - In addition to requirements above, comply with the following:

(1) **Fracture** - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2) **Elongated Pieces** - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

(e) **Grading and Separation by Sizes for Prestressed Concrete** - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

(1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

Table 02690-1

Maximum Nominal Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4
3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

(2) The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

Table 02690-2

Separated Sizes

Sieve Size 1" - No. 4 3/4" - No. 4 3/4" - 1/2" 3/4" - 3/8" 1/2" - No. 4 3/8" - No. 4
Percent Passing (by Weight)

1 1/2" 100	-	-	-	-	-
1" 90 - 100	100	100	100	-	-
3/4" 50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2" -	-	0 - 15	-	85 - 100	-
3/8" 15 - 40	20 - 50	-	0 - 15	35 - 65	85 - 100
No. 4 0 - 10	0 - 10	-	-	0 - 15	0 - 15
No. 200 *	*	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

- (f) **Grading and Separation by Sizes for Other Concrete** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-3

Gradation of Coarse Aggregates

Sieve Size	Combined* Sizes 1 1/2" - No. 4	Separated Sizes 1 1/2" - 3/4"	Separated Sizes 1" - No. 4	Separated Sizes 3/4" - 1/2"
Percent Passing (by Weight)				
2"	100	100	-	-
1 1/2"	90 - 100	90 - 100	100	-
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	-	85 - 100
1/2"	-	-	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	-	-
No. 4	0 - 5	-	0 - 10	-
No. 8	-	-	0 - 5	-
No. 200	**	**	**	**

* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

** See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

Table 02690-4

Gradation of Coarse Aggregates

Sieve Size	Separated Sizes 3/4" - 3/8"	Separated or Combined Sizes 3/4" - No. 4	Separated Sizes 1/2" - No. 4	Separated Sizes 3/8" - No. 8
Percent Passing (by Weight)				
1"	100	100	-	-
3/4"	90 - 100	90 - 100	100	-
1/2"	20 - 55	-	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	-	0 - 5	0 - 5	0 - 10
No. 16	-	-	-	0 - 5

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

02690.30 Fine Aggregates:

- (a) **Different Sources** - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.
- (b) **Harmful Substances** - The amount of harmful substances shall not exceed the following limits:
- | Test | Test Method
(AASHTO) | Percent
(by Weight) |
|--------------------------------|-------------------------|------------------------|
| Lightweight Pieces | T 113 | 2.0% |
| Material passing No. 200 sieve | T 11 | 3.0% |
- (c) **Soundness** - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.
- (d) **Organic Impurities** - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.
- (e) **Sand Equivalent** - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.
- (f) **Sand for Mortar** - Sand for mortar shall conform to the requirements of this Section.
- (g) **Grading** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-5
Gradation of Fine Aggregate*

Sieve Size	Percent Passing (by Weight)
3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.00 Scope - Add the following paragraph to the end of this subsection:

This Section also includes the requirements for anti-graffiti coating.

02910.20 Reflective and Retroreflective Sheeting - Replace the title of this subsection with “**Retroreflective Sheeting**”

02910.20(a) General - Replace the paragraph that begins “Use retroreflective sheeting Type...” with the following paragraph:

Use retroreflective sheeting from the QPL and the following:

02910.32(b) Retroreflective Sheeting Legend – Replace the paragraph that begins “The Silver-white or white letters...” with the following paragraph:

Removable legend shall be fabricated with sheeting conforming to 02910.20 that is permanently adhered to a flat aluminum frame.

02910.40 Hardware - Replace the paragraph that begins "The bolts, nuts, and washers..." with the following paragraph:

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

Add the following subsection:

02910.70 Anti-Graffiti Coating for Signs:

(a) General - Use Anti-graffiti coating from the QPL. Apply anti-graffiti coating over both the background and legend sheeting, per the manufacturer’s recommendation.

(b) Acceptance - Furnish a quality compliance certificate according to 00165.35, certifying that the anti-graffiti coating used is an acceptable product on the QPL.

02910.75(a) Warranty Period – Replace the bullet that begins “For retroreflective Type III and Type IV ...” with the following paragraph:

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

Replace the bullet that begins “For retroreflective Type IX sheeting used ...” with the following paragraph:

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

02910.75(b) Failure – Replace the bullet that begins “70 percent of minimum coefficient...” with the following paragraph:

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

02910.75(c) Remedy – Replace the bullet that begins “For the remaining 3 years ...” with the following paragraph:

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

SECTION 03020 – EROSION MATERIALS

Comply with Section 03020 of the Standard Specifications modified as follows:

03020.90 Acceptance – Delete the bullet that begins “Quality compliance certification...”.

CITY OF ASHLAND

BID AND BID SCHEDULE

TO FURNISH ALL PERMITS, LABOR, TOOLS, MACHINERY, MATERIALS, TRANSPORTATION, EQUIPMENT AND SERVICES OF ALL KINDS REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF ASHLAND, JACKSON COUNTY, OREGON, AS STATED IN THE COMPLETED BID SCHEDULE, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF ASHLAND, CITY HALL, 20 EAST MAIN STREET, ASHLAND, OREGON 97520.

NAME OF BIDDER PILOT ROCK EXCAVATION INC
CONTACT ALYSON FOWLER, PRESIDENT.
ADDRESS 356 BATEMAN DR
CITY CENTRAL POINT STATE OR ZIP 97502
TELEPHONE NO. 541-779-4916
FAX NO. 541-779-4420
EMAIL ADDRESS ALYSON@PILOTROCKX.COM

To the Honorable Mayor and City Council
City Hall
City of Ashland
20 East Main Street
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the construction of the Independent Way Construction No 2013-25 (hereinafter "Project") for the City of Ashland, Oregon, as shown in the contract documents on file at City Community Development Building, which are a condition of this Bid as though they were attached. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.
2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and

furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules. Additional evaluation criteria are as follows: None.
4. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.
5. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.
6. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.
7. The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;

Certificates of Insurance for Liability and property damage coverage;

Certificates of Coverage for Workman Compensation and unemployment insurance;

All other bonds, permits, licenses, etc. as required in the contract documents.

8. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent

calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

9. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.
10. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".
11. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."
12. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100
13. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for. Unit prices are to be shown in both words and figures. In case of any discrepancy, the amounts shown in words shall govern.
14. Upon receipt of written notice of the acceptance of its bid, Bidder shall execute a formal contract with the City within ten (10) days, deliver surety bond or bonds as required, and deliver required proof of insurance. The bid security attached in the sum of five percent (5%) of the total price for the bid or combination of bids is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.
15. If the proposed bid price will exceed \$50,000.00 the undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a) bidder agrees to comply with the Davis-Bacon Act requirements. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
16. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.
17. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of 10%, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer

shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

18. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].
19. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.
20. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.
21. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to initiate and complete this Project by the date stated below.
 - The work shall be commenced within ten (10) business days after receipt of the written Notice to Proceed.
 - The work shall be completed in all respects within 60 calendar days from Notice to Proceed.
 - The undersigned agrees that the "Time of Completion" shall be as defined in the specifications and that the bidder will complete the work within the number of _____ consecutive calendar days stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in Standard Conditions, for each day the project remains incomplete.
22. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.
23. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.
24. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.
 - The Bidder is X or is not _____ a Resident Bidder as defined in ORS 279A.120.

25. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;
26. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.
27. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]
28. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal. Asbestos abatement is not implicated in this contract.
29. The City of Ashland may waive minor informalities, 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 that it is in the public interest to do so.
30. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.
31. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. The City will transmit addenda to registered plan holders but shall publish notice of any addenda on City's website (www.ashland.or.us) at the Public Works page. The addenda may be downloaded or picked up at the Department of Public Works, 51 Winburn Way, Ashland, Oregon. The bidder must check the website and Public Works bulletin board frequently until closing.

The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

ADDENDUM NUMBER 1 THROUGH 2 HAVE BEEN REVIEWED

32. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form.
33. Instructions for First-Tier Subcontractors Disclosure.
Bidders are required to disclose information about certain first-tier subcontractors (those subcontractors contracting directly with the bidder) when the contract price exceeds \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, you must disclose the following information about that subcontract within two working hours of bid closing:
 - The subcontractor's name and address;
 - The subcontractor's Construction Contractor Board registration number, if one is required, and;
 - The subcontract dollar value.

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form. Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

THE CITY MAY REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION WITHIN TWO HOURS OF BID CLOSING.

THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

The disclosure should be submitted on the First-Tier Subcontractor Disclosure Form attached to this Invitation to Bid.

34. Bidder Information and Signature

Pilot Rock Excavation Inc
Firm Name of Bidder

Jeff Fowler
Signature of Bidder

JEFF FOWLER
Printed Name of Bidder

V.P.
Official Title

OREGON
State of Incorporation

157139
CCB Number

Dated this 30TH day of APRIL 2020
Name of Bidder PILOT ROCK EXCAVATION, INC
Address 356 BATEMAN DR CENTER Pt, OR 97502
Telephone No. 541-779-4916

BID SCHEDULE
Independent Way Construction
Project No. 2013-25

Spec No.	Item No.	Item	Unit	Quantity	Unit Price	Total Price
PART 00200 – TEMPORARY FEATURES AND APPURTENANCES						
00210	10	MOBILIZATION	LS	1	\$ 46,000.00	\$ 46,000.00
00225	20	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	\$ 1600.00	\$ 1600.00
00250	30	FLAGGERS	HR	250	\$ 1.00	\$ 250.00
00280	40	EROSION CONTROL	LS	1	\$ 7000.00	\$ 7000.00
00280	60	INLET PROTECTION, TYPE 4	EA	3	\$ 75.00	\$ 225.00
00290	70	POLLUTION CONTROL PLAN	LS	1	\$ 500.00	\$ 500.00
PART 00300 – ROADWORK						
00305	80	CONSTRUCTION SURVEY WORK	LS	1	\$ 14,000 ⁻	\$ 14,000 ⁻
00310	90	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 8,000 ⁻	\$ 8,000 ⁻
00310	100	ASPHALT PAVEMENT CUTTING	LF	595	\$ 2 ⁻	\$ 1,190 ⁻
00320	110	CLEARING AND GRUBBING	LS	1	\$ 6000.00	\$ 6000.00
00330	120	GENERAL EXCAVATION	LS	1	\$ 20,000.00	\$ 20,000.00
00330	130	STONE EMBANKMENT, 4'-0	TON	3,435	\$ 20.00	\$ 68,700.00
00330	140	EXTRA FOR SELECTED GENERAL BACKFILL MATERIAL	LS	1	\$ 1.00	\$ 1.00
00350	150	SUBGRADE GEOTEXTILE	SY	3,714	\$ 1.00	\$ 3714.00
00390	160	STREAMBED AGGREGATE/STONE	LS	1	\$ 20,000.00	\$ 20,000.00
00390	170	LOOSE RIPRAP, CLASS 100	TON	14	\$ 45.00	\$ 630.00
00390	180	ROCK LINED DRAINAGE CONNECTION	TON	20	\$ 30.00	\$ 600.00
PART 00400 – DRAINAGE AND SEWERS						
00415	190	MAINLINE VIDEO INSPECTION	FT	1,198	\$ 3 ⁻	\$ 3594 ⁻
00415	200	SERVICE LINE VIDEO INSPECTION, PUSH CAMERA	EA	6	\$ 250 ⁻	\$ 1500 ⁻
00445	210	8 INCH SANITARY SEWER PIPE (PVC), 5 FT DEPTH	FT	377	\$ 27.00	\$ 10,179.00
00445	220	4 INCH SANITARY SEWER LATERAL PIPE (DUCTILE IRON), 5FT DEPTH	FT	240	\$ 55.00	\$ 13,200.00
00445	230	4 INCH SANITARY SEWER LATERAL PIPE (PVC), 5FT DEPTH	FT	40	\$ 25.00	\$ 1,000.00
00445	240	8 INCH STORM SEWER PIPE (PVC), 5 FT DEPTH	FT	289	\$ 25.00	\$ 7,225.00
00445	250	12 INCH STORM SEWER PIPE (PVC), 5FT DEPTH	FT	204	\$ 25.00	\$ 5,100.00

00445	260	24 INCH STORM SEWER PIPE (PVC), 10 FT DEPTH	FT	204	\$ 55.00	\$ 11,220.00
00445	270	36 INCH STORM SEWER PIPE (HDPE), 10 FT DEPTH	FT	124	\$ 75.00	\$ 9,300.00
00445	280	120 INCH CORRUGATED METAL PIPE	FT	79	\$ 1000.00	\$ 79,000.00
00445	290	CONCRETE PIPE ANCHORS	EA	1	\$ 500.00	\$ 500.00
00445	300	STORM SEWER CLEANOUT (PRIVATE)	EA	4	\$ 650.00	\$ 2600.00
00470	310	CONCRETE SANITARY SEWER MANHOLES, 48 INCH	EA	2	\$ 2500.00	\$ 5000.00
00470	320	CONCRETE STORM SEWER MANHOLES, 48 INCH	EA	2	\$ 2300.00	\$ 4600.00
00470	330	CONCRETE STORM SEWER MANHOLES, 60 INCH	EA	1	\$ 4000.00	\$ 4000.00
00470	340	CONCRETE MANHOLES, FLOW CONTROL	EA	1	\$ 4500.00	\$ 4500.00
00470	350	CONCRETE INLET, TYPE CG-3	EA	2	\$ 1600.00	\$ 3200.00
00470	360	CATCH BASIN, LYNCH STYLE	EA	2	\$ 2200.00	\$ 4400.00
00490	370	ADJUST FIRE VAULT	EA	1	\$ 1000.00	\$ 1000.00
PART 00500 – BRIDGES						
00596A	380	RETAINING WALL, MSE	LS	1	\$ 130,000.00	\$ 130,000.00
PART 00600 – BASES						
00640	390	AGGREGATE BASE, 1"-0	TON	1,530	\$ 30.00	\$ 45900.00
PART 00700 – WEARING SURFACES						
00744	400	LEVEL 2, 1/2" DENSE ACP	TON	1,010	\$ 85.00	\$ 85850.00
00759	410	CONCRETE CURB, CURB AND GUTTER	FT	1,323	\$ 29.50	\$ 39,028.50
00759	420	CONCRETE CURB, STANDARD CURB	FT	113	\$ 33.00	\$ 3,729.00
00759	430	CONCRETE CURB, VALLEY CURB	SF	1,288	\$ 18.50	\$ 23,828.00
00759	440	CONCRETE WALKS	SF	8,780	\$ 10.00	\$ 87,800.00
00759	450	EXTRA FOR CURB RAMPS	EA	12	\$ 2,500.00	\$ 30,000.00
00759	460	TRUNCATED DOMES ON NEW SURFACES	EA	12	\$ 650.00	\$ 7,800.00
PART 00800 – PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES						
00865	470	THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFILED	FT	1,604	\$ 4.00	\$ 6,416.00
00867	480	PAVEMENT BAR, TYPE B-HS	FT	88	\$ 14.50	\$ 1,276.00
PART 00900 – PERMANENT TRAFFIC SAFETY AND ILLUMINATION SYSTEMS						
00902	490	CROSSWALK CLOSURE SUPPORTS	EA	4	\$ 825.00	\$ 3,300.00
00920	500	SIGN SUPPORT FOOTINGS	LS	1	\$ 1,000.00	\$ 1,000.00
00930	510	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS	LS	1	\$ 3,000.00	\$ 3,000.00

00940	520	SIGNS, TYPE IV SHEETING, EXTRUDED ALUMINUM	SF	34.5	\$ 34.00	\$ 1173.00
00940	530	SIGNS, TYPE IX SHEETING, SHEET ALUMINUM	SF	46.5	\$ 27.50	\$ 1278.75
00960	540	SHARED UTILITY TRENCH	FT	1,010	\$ 40.00	\$ 40,400.00
00960	550	ELECTRICAL VAULT	EA	6	\$ 4500.00	\$ 4,500.00
00960	560	ELECTRICAL JUNCTION BOX	EA	4	\$ 250.00	\$ 1,000.00
00970	570	POLE FOUNDATIONS	LS	1	\$ 12500.00	\$ 12,500.00
00970	580	LIGHTING POLES AND ARMS	LS	1	\$ 30000.00	\$ 30,000.00
00970	590	LUMINAIRES, LAMPS, AND BALLASTS	LS	1	\$ 22,000.00	\$ 22,000.00
00970	600	SWITCHING, CONDUIT, AND WIRING	LS	1	\$ 21500.00	\$ 21,500.00
PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL						
01010	610	WATER QUALITY STRUCTURE #1	EA	1	\$ 30,000.00	\$ 30,000.00
01030	620	PERMANENT SEEDING	ACRE	0.12	\$ 6200.00	\$ 744.00
01040	630	SOIL TESTING	EA	2	\$ 700.00	\$ 1400.00
01040	640	TOPSOIL	CY	340	\$ 50.00	\$ 17000.00
01040	650	SOIL CONDITIONERS	CY	120	\$ 50.00	\$ 6000.00
01040	660	ACER BUERGERIANUM, 1.75 INCH CALIPER	EA	1	\$ 310.00	\$ 310.00
01040	670	ACER GINNALA 'FLAME', 1.75 INCH CALIPER	EA	1	\$ 310.00	\$ 310.00
01040	680	ACER MACROPHYLLUM, 1.75 INCH CALIPER	EA	1	\$ 310.00	\$ 310.00
01040	690	ACER TRUN. X 'KEITHSFORM', 1.75 INCH CALIPER	EA	1	\$ 310.00	\$ 310.00
01040	700	ALNUS RUBRA, 1.75 INCH CALIPER	EA	3	\$ 310.00	\$ 930.00
01040	710	CELTIS OCC. 'MAGNIFICA', 1.75 INCH CALIPER	EA	2	\$ 310.00	\$ 620.00
01040	720	CORNUS NUTTALLII, 1.75 INCH CALIPER	EA	1	\$ 310.00	\$ 310.00
01040	730	FAGUS SYLVATICA 'DAWYCK', 1.75 INCH CALIPER	EA	6	\$ 310.00	\$ 1860.00
01040	740	PARROTIA PERSICA, 1.75 INCH CALIPER	EA	3	\$ 310.00	\$ 930.00
01040	750	POPULUS TRICHOCARPA, 1.75 INCH CALIPER	EA	1	\$ 310.00	\$ 310.00
01040	760	QUERCUS GARRYANA, 1.75 INCH CALIPER	EA	3	\$ 310.00	\$ 930.00
01040	770	QUERCUS RUBRA, 1.75 INCH CALIPER	EA	1	\$ 310.00	\$ 310.00
01040	780	SALIX SPP (CUTTINGS)	EA	45	\$ 9.50	\$ 427.50
01040	790	ZELKOVA S. 'GREEN VASE', 1.75 INCH CALIPER	EA	1	\$ 310.00	\$ 310.00
01040	800	ACER CIRCINATUM, 1.75 INCH CALIPER	EA	3	\$ 310.00	\$ 930.00
01040	810	BUXUS M.J. 'GREEN BEAUTY', 3 GALLON	EA	18	\$ 40.00	\$ 720.00
01040	820	BERBERIS T. 'ROSE GLOW', 5 GALLON	EA	12	\$ 40.00	\$ 480.00

**CITY OF
ASHLAND**

01040	830	CHOISYA TERNATA, 5 GALLON	EA	5	\$ 40.00	\$ 200.00
01040	840	CORNUS SERICEA, 1 GALLON	EA	49	\$ 20.00	\$ 980.00
01040	850	EUONYMUS A. 'COMPACTA', 5 GALLON	EA	11	\$ 40.00	\$ 440.00
01040	860	LONICERA PILEATA, 1 GALLON	EA	20	\$ 20.00	\$ 400.00
01040	870	MAHONIA A. 'COMPACTA', 1 GALLON	EA	17	\$ 20.00	\$ 340.00
01040	880	NANDINA 'GULF STREAM', 5 GALLON	EA	44	\$ 40.00	\$ 1760.00
01040	890	PHYSOCARPUS OPULIFOLIUS, 1 GALLON	EA	9	\$ 20.00	\$ 180.00
01040	900	PUNICA GRANATUM 'NANA', 3 GALLON	EA	16	\$ 40.00	\$ 640.00
01040	910	SPIRAEA DOUGLASII, 1 GALLON	EA	51	\$ 20.00	\$ 1020.00
01040	920	SPIRAEA 'ANTHONY WATERER', 3 GALLON	EA	48	\$ 40.00	\$ 1920.00
01040	930	SYMPORICARPUS ALBUS, 1 GALLON	EA	16	\$ 20.00	\$ 320.00
01040	940	ARCTOSTAPHYLOS UVA URSI, 1 GALLON	EA	175	\$ 20.00	\$ 3500.00
01040	950	COTONEASTER A. 'LITTLE GEM', 1 GALLON	EA	120	\$ 20.00	\$ 2400.00
01040	960	PENNISSETUM 'LITTLE BUNNY', 1 GALLON	EA	24	\$ 20.00	\$ 480.00
01040	970	RHUS AROMATICA 'GRO-LOW', 1 GALLON	EA	86	\$ 20.00	\$ 1720.00
01040	980	BARK MULCH	CY	94	\$ 50.00	\$ 4700.00
01040	990	TREE REMOVAL	EA	11	\$ 1850.00	\$ 20350.00
01040	1000	STREET TREES	EA	9	\$ 310.00 340.00	\$ 2740.00 - 9.00
01040	1010	TREE GRATES	EA	6	\$ 3000.00	\$ 18,000.00
01050	1020	7 FOOT CHAIN LINK FENCE, BLACK WITH BLACK PRIVACY SLATS	FT	312	\$ 27.00	\$ 8424.00
01050	1030	4 FOOT CHAIN LINK FENCE, BLACK	FT	200	\$ 15.00	\$ 3000.00
PART 01100 - WATER SUPPLY SYSTEMS						
01120	1040	IRRIGATION SYSTEM	LS	1	\$ 24,000.00	\$ 24,000.00
01120	1050	IRRIGATION SLEEVES	LS	1	\$ 3000.00	\$ 3000.00
01140	1060	6 INCH CLASS 54 DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FT	93	\$ 65.00	\$ 6,045.00
01140	1070	8 INCH CLASS 54 DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FT	743	\$ 75.00	\$ 55,725.00
01140	1080	DUCTILE IRON PIPE TEES, 8 INCH X 6 INCH	EA	3	\$ 600.00	\$ 1,800.00
01140	1090	DUCTILE IRON PIPE BEND, 8 INCH	EA	1	\$ 400.00	\$ 400.00
01140	1100	DUCTILE IRON PIPE CAP, 6 INCH	EA	3	\$ 200.00	\$ 600.00
01150	1110	6 INCH GATE VALVE	EA	3	\$ 1200.00	\$ 3,600.00
01160	1120	HYDRANT ASSEMBLIES	EA	1	\$ 5,000.00	\$ 5,000.00

CITY OF ASHLAND

01160	1130	FIRE VAULT, 8 INCH	EA	1	\$ 16,000.00	\$ 16,000.00
01170	1140	1 INCH WATER SERVICE CONNECTION PIPING	FT	25	\$ 16.00	\$ 400.00
01170	1150	2 INCH WATER SERVICE CONNECTION PIPING	FT	223	\$ 17.00	\$ 3791.00
01170	1160	RECONNECTING EXISTING WATER SERVICES, 3/4" INCH	EA	1	\$ 5000.00	\$ 5000.00
01170	1170	RECONNECTING EXISTING WATER SERVICES, 1 1/2" INCH	EA	1	\$ 5000.00	\$ 5000.00
01170	1180	RECONNECTING EXISTING WATER SERVICES, 2" INCH	EA	2	\$ 4000.00	\$ 4000.00

OVERALL BID TOTAL

\$ 1,269,902.75

Jeff Fowler - JEFF FOWLER
Name of Authorized Representative

ONE MILLION TWO HUNDRED AND SIXTY-NINE
THOUSAND TWO HUNDRED AND TWO DOLLARS & SEVENTY-FIVE
CENTS
Total Written in Dollars

Jeff Fowler
Authorized Representative Signature

4/30/20
Date

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

INSTRUCTIONS

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- Not later than two working hours after the time set for opening Bids. (For example, before 11:00 a.m. after a 9:00 a.m. Bid Opening.) Submit according to one of the following methods:
- Print the form from the Bid Booklet, fill it in, and either:
 - Deliver to the following address where it can be time and date stamped
City of Ashland
Community Development and Engineering Services Building
51 Winburn Way
Ashland, OR 97520, or
 - FAX it to (541) 488-6006.

The Agency is not responsible for partial, failed, illegible, or partially legible FAX transmissions or electronic submissions.

Instructions for First-Tier Subcontractor Disclosure

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement project in the "Notice to Contractors", or in other advertisement or solicitation documents is greater than \$100,000, bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (1) 5% of the total project Bid, but at least \$15,000, or (2) \$350,000 regardless of the percentage of the total project Bid, you must disclose the following information about that subcontractor not later than two working hours after the time set for opening Bids:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If the Agency's cost range is greater than \$100,000 and you will not be using any first-tier subcontractors, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

If the Agency's cost range is greater than \$100,000 and you are not subject to the above disclosure requirements, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

To determine disclosure requirements, the Agency recommends that you disclose subcontract information for any subcontractor as follows:

- 1) Determine the lowest possible prime contract price. That will be the base Bid amount less all alternate deductive Bid amounts (exclusive of any options that can only be exercised after Bid award).

- 2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services are greater than or equal to: (1) 5% of the lowest contract price, but at least \$15,000, or (2) \$350,000 regardless of the percentage. Total all possible work for each subcontractor in making this determination, (for example, if a subcontractor will provide \$15,000 worth of services on the base Bid and \$40,000 on an additive alternate, then the potential amount of the subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and the \$40,000 services).

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name INDEPENDENT WAY CONSTRUCTION

Project Number 2013.5

Bid Opening Date APRIL 30, 2020

Name of Bidding Contractor PILOT ROCK EXCAVATION, INC.

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS)

Firm Name <u>PIOLLO CONCRETE</u>	Dollar Amount
Category of Work <u>CONCRETE</u>	<u>179,000</u>

Firm Name <u>KNIFE RIVER MATERIALS</u>	Dollar Amount
Category of Work <u>AC PAVING</u>	<u>80,000</u>

Firm Name <u>FIGUEROA'S LANDSCAPE</u>	Dollar Amount
Category of Work <u>LANDSCAPE/MSE WALL</u>	<u>200,000</u>

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	


(Attach additional sheets as necessary)

CERTIFICATE OF REPRESENTATION

Contractor, under penalty of perjury, certifies that:

- (a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it; and
- (b) Contractor is not subject to backup withholding because
 - (i) it is exempt from backup withholding or
 - (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that
 - (a) it has the power and authority to enter into and perform the work,
 - (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and
- (c) The work under the Contract shall be performed in accordance with the highest professional standards, and
- (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

- JF (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- JF (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- JF (3) Telephone listing is used for the business separate from the personal residence listing.
- JF (4) Labor or services are performed only pursuant to written contracts.
- JF (5) Labor or services are performed for two or more different persons within a period of one year.
- JF (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.


Contractor

4/30/20
Date

EXHIBIT E
BONDS
CITY OF ASHLAND
STANDARD PUBLIC IMPROVEMENT CONTRACT

BID BOND

We, Pilot Rock Excavation, Inc., a corporation or partnership duly organized under the laws of the State of Oregon, and authorized to transact business in the State of Oregon, as "PRINCIPAL," and,

We, International Fidelity Insurance Company, a corporation or partnership duly organized under the laws of the State of New Jersey, and authorized to transact business in the State of 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 Ashland, Oregon, (**OBLIGEE**) the sum of (\$ 10%)
Ten Percent of the Amount Bid Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the INDEPENDENT WAY CONSTRUCTION No. 2013-25, which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 15th day of April, 2020.

International Fidelity Insurance Company

Surety
One Newark Center 20th Floor
Newark, NJ 07102
Address

By: Kristine T. Yates
Kristine T. Yates

Attorney-in-Fact

[A certified copy of the Agent's Power of Attorney must be attached hereto.]

Pilot Rock Excavation, Inc.

Principal
5 South Stage Road Medford, OR 97501
Address

By: [Signature]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # _____ Bid Bond _____

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KRISTINE T. YATES

Portland, OR

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



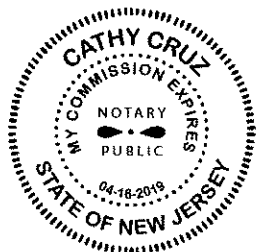
STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 15, 2020

A00891

Maria H. Branco, Assistant Secretary

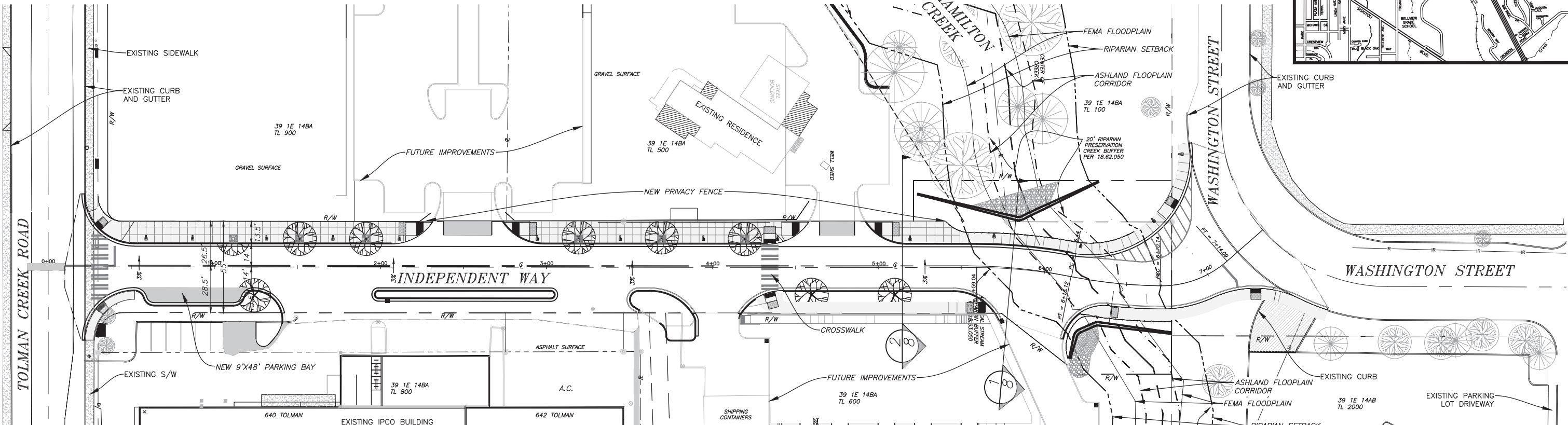
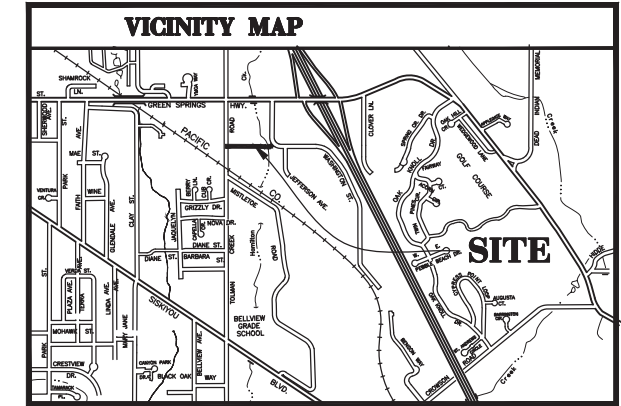
INDEPENDENT WAY

A PROPOSED PUBLIC STREET

LOCATED IN:

39 1E 14BA, T.L.'s #500, #600 & #900

ASHLAND, JACKSON COUNTY, OREGON



GENERAL NOTES

- All workmanship and materials shall conform to the provisions of the 2018 Standard Specifications for Public Works Construction published by the Oregon Chapter of APWA, and the current amendments of the City of Ashland.
- The Contractor shall determine the location of all utilities necessary to complete the work. The Engineer does not guarantee the accuracy of the location or depth of the utilities shown on the plans. The Contractor shall pothole existing utilities and notify Engineer of any discrepancies with these plans.
- The Contractor and subcontractors shall be pre-qualified with the City of Ashland prior to any construction within City right-of-way.
- The Contractor shall submit a traffic control plan and secure approval of the plan from the City and ODOT at least (5) working days prior to starting work.
- The Contractor shall not perform work without the Agency inspections where inspections are required by the specifications.
- Requests by the contractor for changes to the plans must be approved by the consulting engineer and the Agency's engineer before the changes are implemented.
- When performing excavations, the contractor shall comply with the provisions of ORS 757.541 to 757.571, which include requirements that the contractor hand-expose (pothole) underground facilities and use reasonable care to avoid damaging them.
- The Engineer does not either expressly or by implication seek to establish or delineate the property and right-of-way boundaries. The Engineer has included the boundaries on the drawing to orient the location of the work only. The Engineer has drawn centerline and existing property line locations based on a boundary & topographic survey provided by Polaris Land Surveying. The Contractor shall contact a surveyor to establish horizontal and vertical control for the project.
- Granular materials shall be obtained from a source approved by the City of Ashland. The contractor shall notify the City Engineer of the material source prior to any granular material placement and shall not change material source without approval.
- All concrete shall be 3300 psi @ 28 days unless otherwise specified.
- The private storm drain & s.s. lines shall be PVC conforming to ASTM D-3034, SDR 35. All joints shall be watertight.
- Public storm drain lines shall be PVC SDR 3034 unless otherwise noted on the plans. All joints shall be watertight.
- Public sanitary sewer lines shall be PVC conforming to ASTM D-3034, SDR 35. All joints shall be watertight.
- Pipe lengths and slopes shown on the plans are based on the distance from center of manhole or structure (or face of curb for curb inlets).
- The Contractor shall contact the respective Utility Companies to coordinate relocation or reconstruction of any utilities.
- The Contractor shall notify the following 48 hours prior to starting the work:
City of Ashland Engineering Department 541-488-5347
Oregon Utility Notification Center 1-800-332-2344
Thornton Engineering 541-899-1489
- Placement or storage of spoils is not permitted on hard surface streets within public right-of-way. Spoils stored in other than right-of-way areas shall be covered to prevent erosion.
- The Contractor shall be responsible to clean and/or maintain existing public streets of soil or other debris deposited by construction operations and repair all streets damaged by construction operations in a timely manner to avoid inconveniences or hazards to the public.
- If "soft" or weak subgrade materials are encountered they shall be removed and replaced with compacted aggregate sub-base material, as necessary to achieve a compacted and stable subgrade. If significant subgrade areas are "soft" contact the geotechnical engineer to review the situation for additional design considerations.
- Thornton Engineering, Inc. is not providing consulting services regarding subsurface soil and groundwater conditions for this project. The contractor shall stop work and contact the owner immediately if groundwater is encountered, or if unusually soft or unstable soil conditions exist on the site.
- Contractor shall obtain any necessary building permits prior to construction or verify that the owner has done so.
- Sanitary sewer laterals shall be marked in the field by a 2x4 post painted white. Storm drain laterals shall be marked in the field by a 2x4 post painted green.
- Sanitary sewer lateral locations shall be permanently marked by a letter "S" stamped in the top of curb.
- City to chlorinate and test waterlines. No chlorination tests required by Contractor. Contractor is to provide pig.
- Ductile iron water line shall be class 54, domestic USA brand.
- Fire Hydrants shall be Kennedy K81D, typical.
- All Water line joints shall be restrained with MJ TRflex or EBAA Iron Mega Lug.
- A minimum 6-inch separation shall be maintained between all water, storm drain and sanitary sewer main crossings. Any crossings with less than 6-inch separation shall require a concrete separation as approved by PWD. All water and SS crossings shall conform to OAR Chapter 333 (18" as required).
- All erosion and sediment control measures must be in place before construction begins.
- Washington Street is under ODOT jurisdiction. Any construction work or utility work within ODOT right-of-way need to contact ODOT permit specialist for miscellaneous or utility permit, or verify that the owner has done so.

ABBREVIATIONS & SYMBOLS

A.C.	ASPHALTIC CONCRETE	MAX	MAXIMUM
B.C.	BACK OF CURB	MIN	MINIMUM
B.C.R.	BEGINNING OF CURB RETURN	M.H.	MANHOLE
C.I.	CURB INLET	P.L.	PROPERTY LINE
Q	CENTER LINE	P.U.E.	PUBLIC UTILITY EASEMENT
CONC	CONCRETE	R/W	RIGHT-OF-WAY
D/W	DRIVEWAY	SS	SANITARY SEWER
E.C.R.	END OF CURB RETURN	SSL	SANITARY SEWER LATERAL
EL	ELEVATION	S/W	SIDEWALK
EXIST	EXISTING	STD	STANDARD
OG	ORIGINAL GRADE	SD	STORM DRAIN
FG	FINISH GRADE	TC	TOP OF CURB
FH	FIRE HYDRANT	UON	UNLESS OTHERWISE NOTED
INV	INVERT OF PIPE	WM	WATER METER
L/S	LANDSCAPING	WV	WATER VALVE

PERMIT NOTE

Owner and contractor responsible for obtaining all applicable permits from jurisdictions including but not limited to:
-City of Ashland Public Works Department
-City of Ashland Building Department
-Oregon Department of Transportation (ODOT)

PLAN NOTES

1. These plans are a reproduction of the original electronic document. These drawings are not to be reproduced without the permission of the engineer. They are to be used on this project only. Any other use without the written permission of the engineer is strictly prohibited.

DATE	CURRENT SET	PLAN SET DESCRIPTION
5/12/2017		PRELIM. PLANS - CITY REVIEW
10/20/2017		50% PLAN SUBMITTAL - CITY REVIEW
5/1/2018		90% PLAN SUBMITTAL - CITY REVIEW
2/7/2019		95% PLAN SUBMITTAL - CITY REVIEW
3/12/2019		98% PLAN SUBMITTAL - CITY REVIEW
4/12/2019		100% PLAN SUBMITTAL - CITY REVIEW
2/6/2020	X	FINAL PLANS
		RECORD DRAWINGS

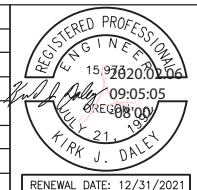
CONTACTS

OWNER CITY OF ASHLAND 20 EAST MAIN STREET ASHLAND, OREGON 97520 541-552-2416	SURVEYOR POLARIS LAND SURVEYING 151 CLEAR CREEK DRIVE #101 ASHLAND, OREGON 97520 (541) 482-5009	POWER ASHLAND ELECTRIC DEPARTMENT 90 N. MOUNTAIN AVENUE ASHLAND, OREGON 97520 488-5357	GAS AVISTA UTILITIES 580 BUSINESS PARK DRIVE MEDFORD, OREGON 97504 (541) 858-4739
CONSULTING ENGINEER THORNTON ENGINEERING, INC. 260 N. 3RD STREET JACKSONVILLE, OR 97530 (541) 899-1489	WATER ASHLAND WATER DEPARTMENT 90 N. MOUNTAIN AVENUE ASHLAND, OREGON 97520 (541) 488-5353	STREETS/STORM/SANITARY ASHLAND ENGINEERING DEPARTMENT 90 WINBURN WAY ASHLAND, OREGON 97520 (541) 488-5347	PHONE CENTURYLINK 132 W. 4TH STREET MEDFORD, OREGON 97501 (541) 776-8268

© COPYRIGHT - THORNTON ENGINEERING
 THESE DRAWINGS AND THE DESIGNS INCORPORATED HEREIN ARE NOT TO BE REPRODUCED WITHOUT THE PERMISSION OF THE ENGINEER. THEY ARE TO BE USED ON THIS PROJECT ONLY. ANY OTHER USE WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER IS STRICTLY PROHIBITED.

CALL FOR UTILITY LOCATE 48 HOURS
 PRIOR TO EXCAVATION - 1-800-332-2344

DRAWN:	kjd
DATE:	2/6/2020
REVISIONS	



THORNTON ENGINEERING INC. p.o. box 476 • 260 north 3rd street
 jacksonville, oregon 97530
 (541) 899-1489 (541) 899-3419 fax

COVER SHEET

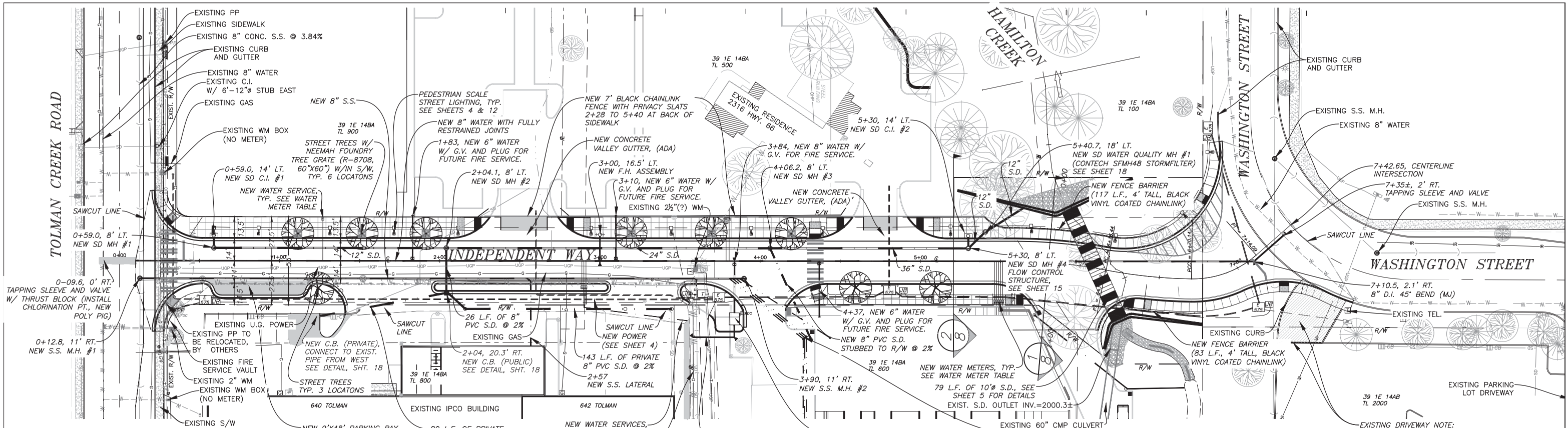
INDEPENDENT WAY
 TOLMAN CREEK ROAD TO WASHINGTON STREET
 ASHLAND, OREGON

SHEET 1

SCHEDULE OF DRAWINGS

1	COVER SHEET
2	INDEPENDENT WAY-PLAN AND PROFILE
3	INDEPENDENT WAY-CURB PROFILES
4	UTILITY PLAN
5	CULVERT PLAN
6	CULVERT HEADWALL DETAILS
7	CULVERT HEADWALL DETAILS
8	TYPICAL SECTIONS
9	RAMP DETAILS
10	RAMP DETAILS
11	RAMP DETAILS-ODOT
12	DETAILS
13	DETAILS
14	DETAILS
15	DETAILS
16	DETAILS
17	DETAILS
18	OFFSITE PRIVATE WATER CONNECTIONS
S1	SIGNING AND STRIPING PLAN
EC1	EROSION & SEDIMENT CONTROL PLANS-COVER SHEET
EC2	EROSION & SEDIMENT CONTROL PLANS-SITE PLAN
EC3	EROSION & SEDIMENT CONTROL PLANS-DETAILS

JOB NO. 14-043
 FILE: BASEMAP.DWG



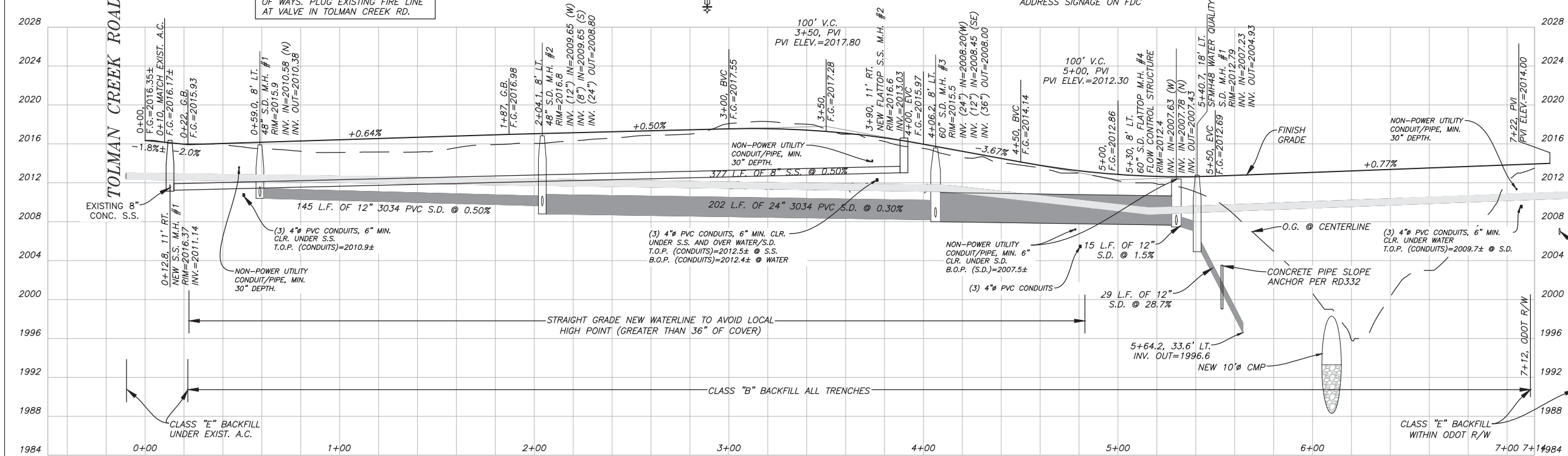
TEMPORARY BENCH MARKS:
 -SURVEYOR SHALL PLACE (3) TEMPORARY BENCH MARKS FOR CITY STAFF TO UTILIZE DURING CONSTRUCTION.

WATER NOTES:
 -EXISTING WATER LINE TO REMAIN UNTIL NEW WATER LINE IS ACTIVE.
 -CITY SUPPLIES METER BOX
 -CONTRACTOR TO SET BOX
 -CITY TO SET METER
 -CONTRACTOR TO REMOVE EXISTING 8" FIRE LINE, VAULT, AND 2" SERVICE AND METER WITHIN RIGHTS OF WAYS. PLUG EXISTING FIRE LINE AT VALVE IN TOLMAN CREEK RD.

PRIVATE SD (DOWNSPOUTS) NOTE:
 -CONTRACTOR TO CONNECT EXISTING ROOF DOWNSPOUTS TO NEW 8" S.D.
 -EXISTING PIPE ROUTING AND ELEVATIONS NOT KNOWN, FIELD VERIFY AND NOTIFY ENGINEER IF NECESSARY.

PLAN-INDEPENDENT WAY

SCALE: 1"=30'



PROFILE-INDEPENDENT WAY

SCALE: 1"=30'

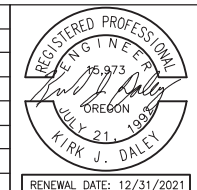
WATER METER TABLE

ADDRESS	STATION	OFFSET	PIPE SIZE
FUTURE W.M.	1+27	25.2' LT.±	2" (NO METER)
FUTURE W.M.	2+88.7	15.5' RT.±	2" (NO METER)
642 TOLMAN	2+90.0	15.5' RT.±	2" W.M.
688 TOLMAN	2+91.3	15.5' RT.±	2" W.M.
FUTURE W.M.	3+79.4	25.2' LT.±	2" (NO METER)
2316 HWY. 66	3+80.7	25.2' LT.±	2" W.M.
LANDSCAPE	5+46.3	24.3' RT.±	1" W.M.
FUTURE W.M.	5+47.6	24.3' RT.±	2" (NO METER)
FUTURE W.M.	5+48.9	24.3' RT.±	2" (NO METER)
FUTURE W.M.	5+50.2	24.3' RT.±	2" (NO METER)
FUTURE W.M.	5+51.5	24.3' RT.±	2" (NO METER)

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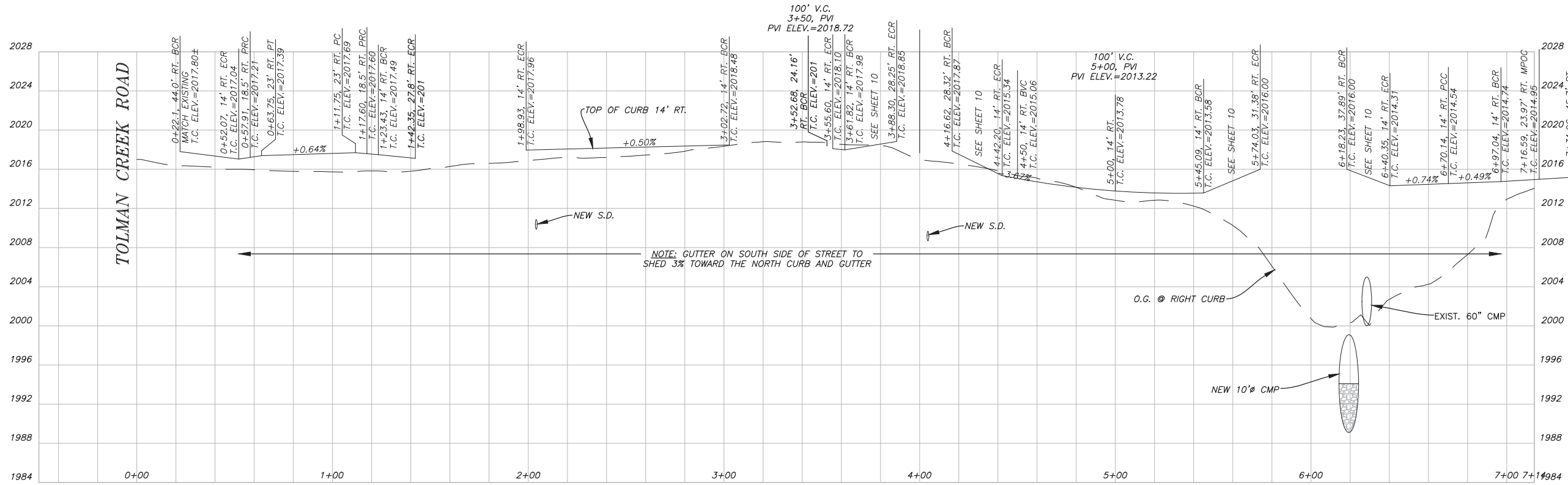
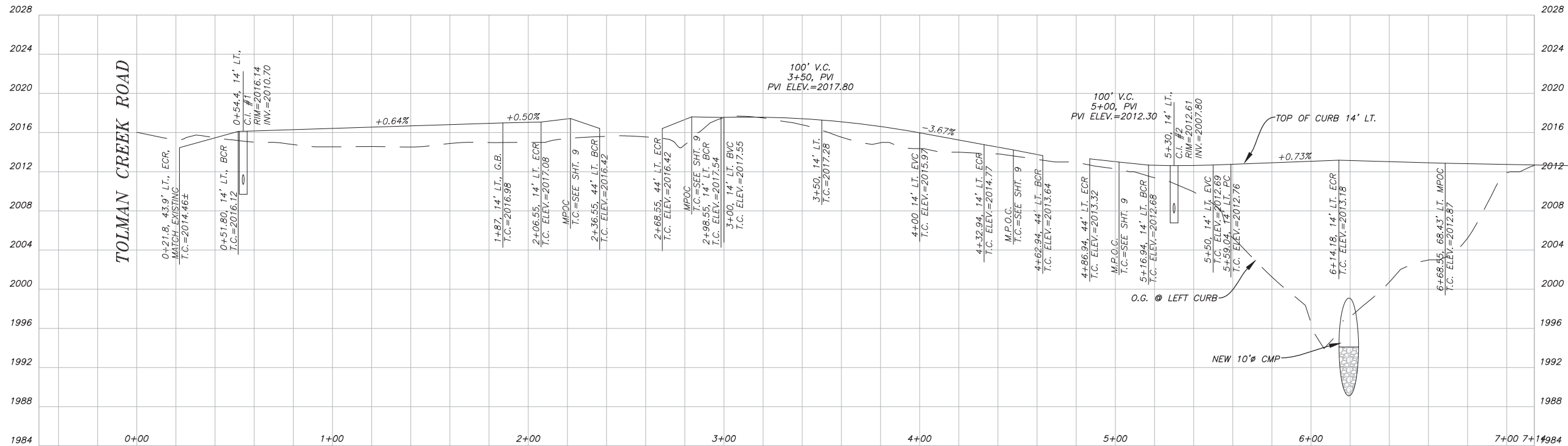
DRAWN: kjd
 DATE: 2/6/2020
 REVISIONS



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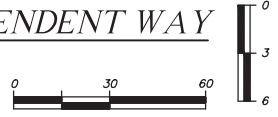
INDEPENDENT WAY PLAN AND PROFILE
 TOLMAN CREEK ROAD TO WASHINGTON STREET
 ASHLAND, OREGON

SHEET 2



CURB PROFILES-INDEPENDENT WAY

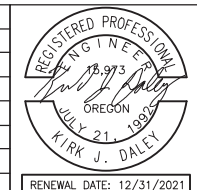
SCALE: 1"=30'



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REVISIONS:	

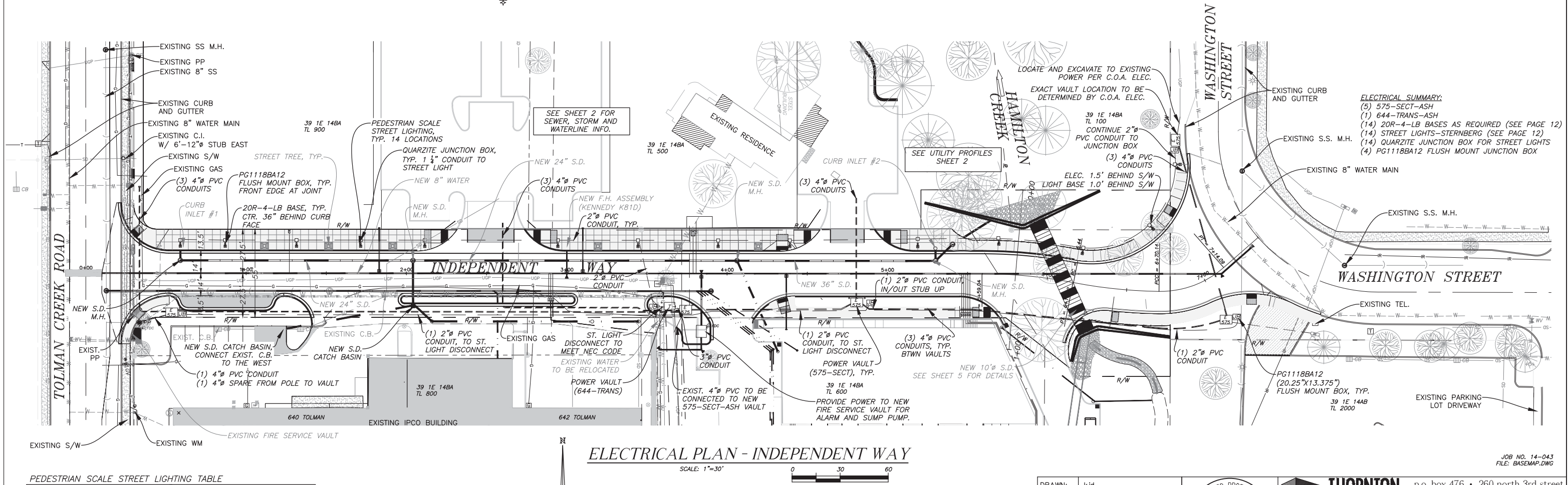
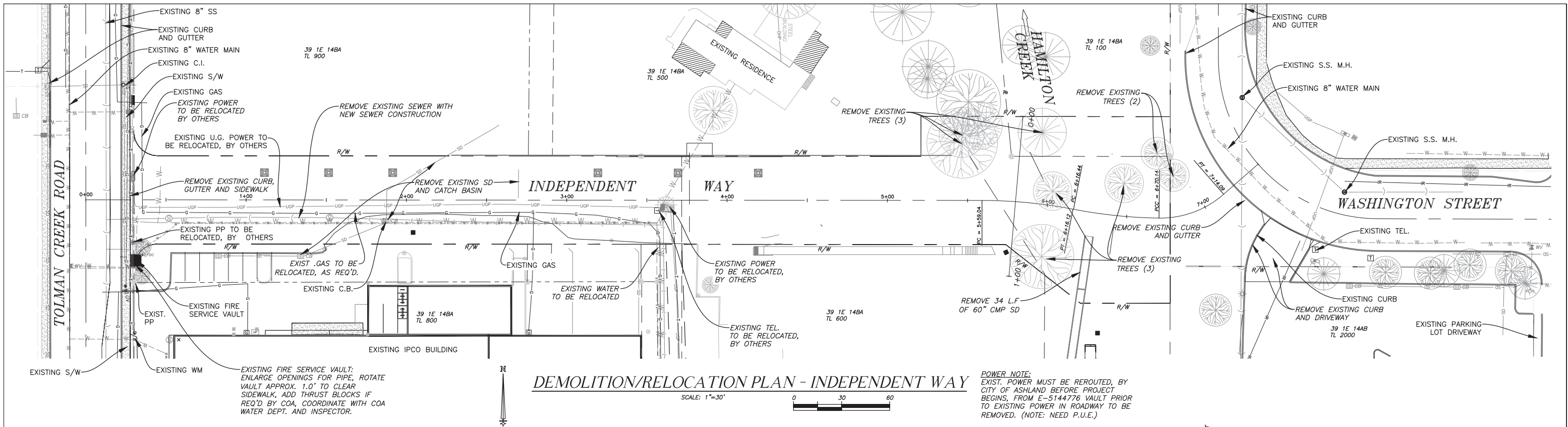


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 INDEPENDENT WAY
 CURB PROFILES
 INDEPENDENT WAY
 TOLMAN CREEK ROAD TO WASHINGTON STREET
 ASHLAND, OREGON

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SHEET **3**

JOB NO. 14-043
 FILE: BASEMAP.DWG



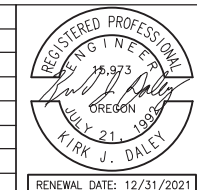
PEDESTRIAN SCALE STREET LIGHTING TABLE

NUMBER	STATION	OFFSET	NUMBER	STATION	OFFSET
1	0+58.9	18.6' LT.	8	3+94.4	18.6' LT.
2	0+86.9	18.6' LT.	9	4+39.1	18.6' LT.
3	1+31.4	18.6' LT.	10	5+18.9	18.6' LT.
4	1+71.4	18.6' LT.	11	5+68.5	20.5' LT.
5	2+11.4	18.6' LT.	12	6+18.5	20.7' LT.
6	2+94.4	18.6' LT.	13	6+64.0	40' LT.
7	3+44.4	18.6' LT.	14	7+34.6	67.5' LT.

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PRIOR TO EXCAVATION - 1-800-332-2344

DRAWN:	kjd
DATE:	2/6/2020
REVISIONS:	

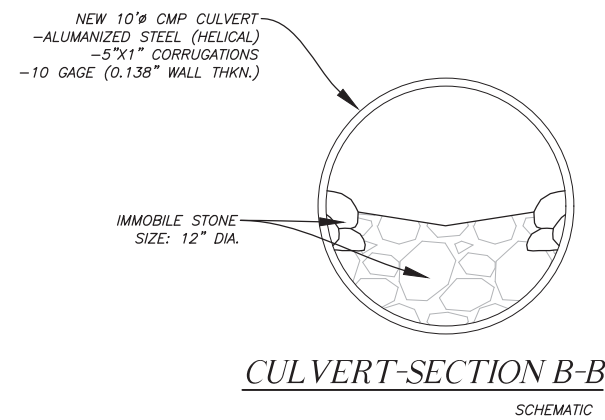
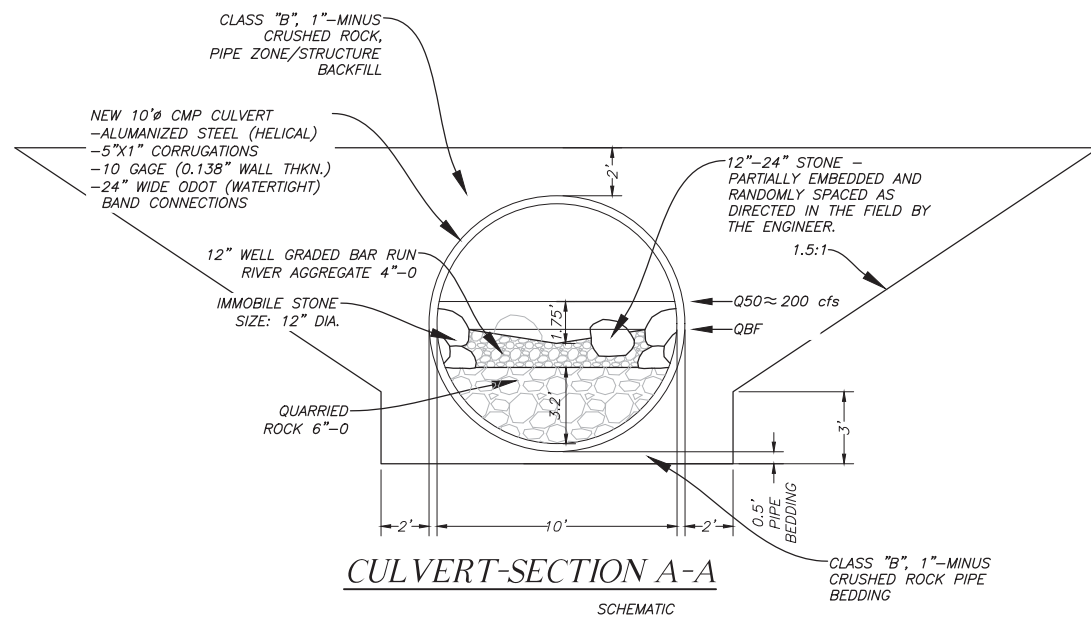
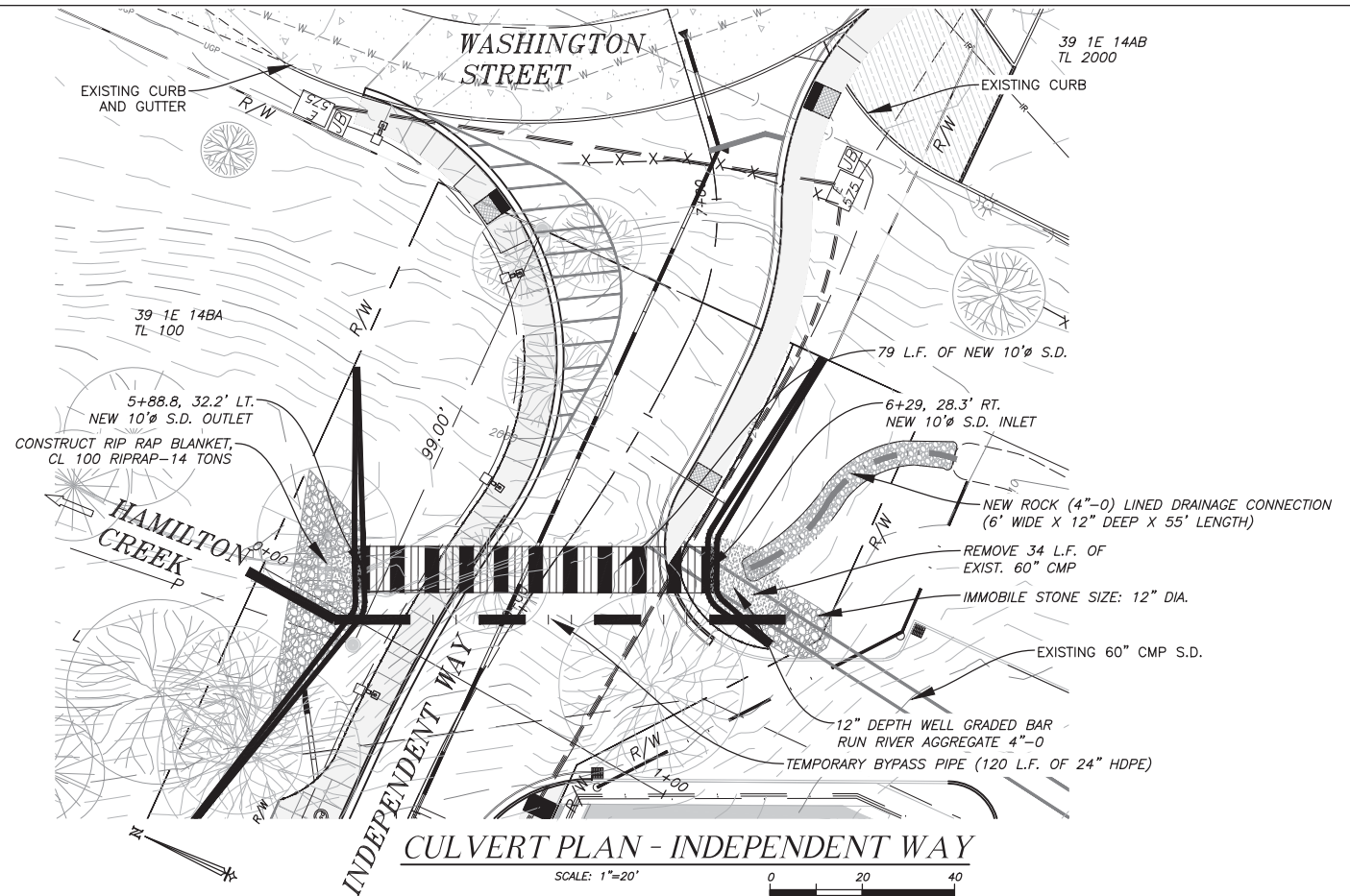
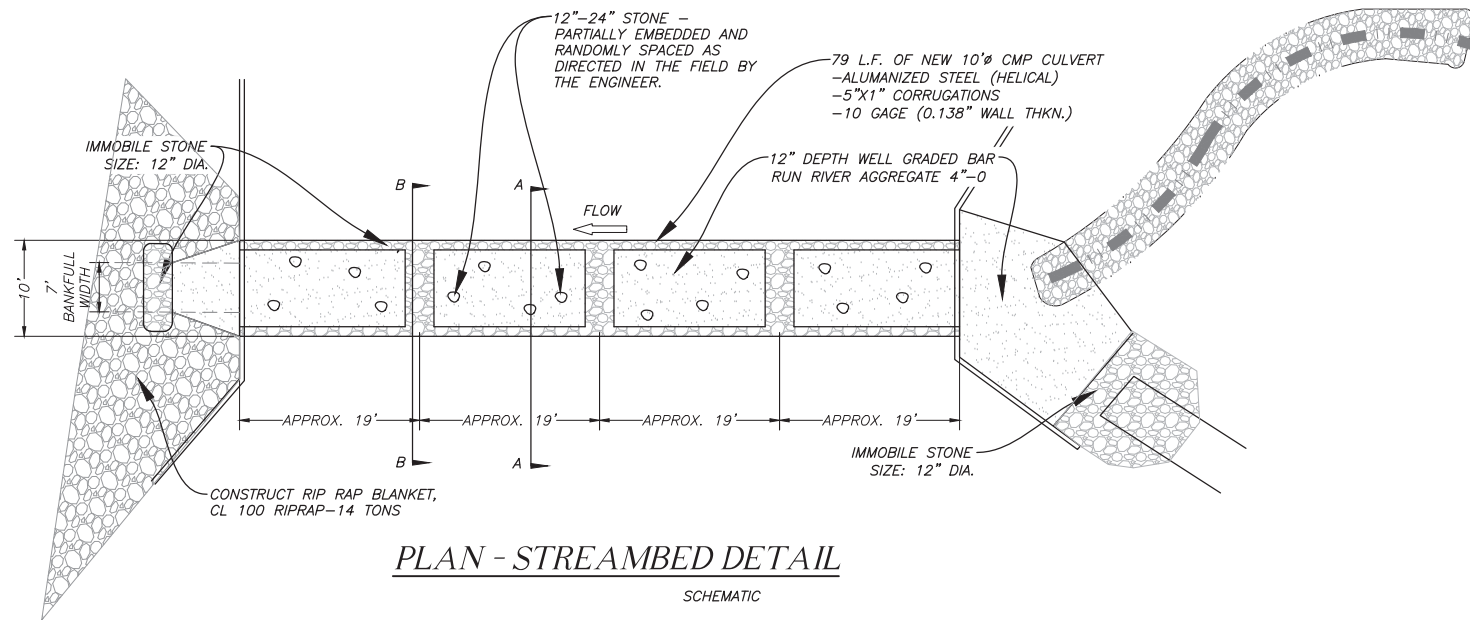


THORNTON ENGINEERING INC.
UTILITY PLAN
INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET
ASHLAND, OREGON

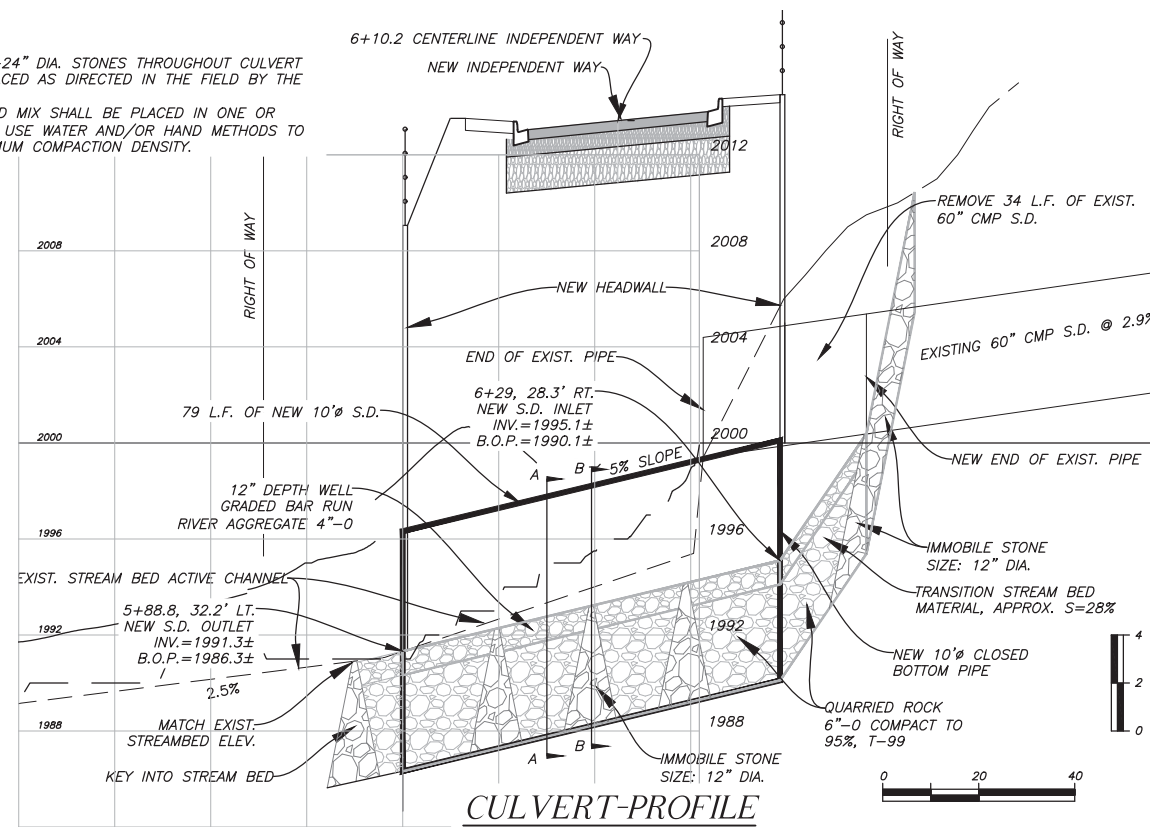
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SHEET 4

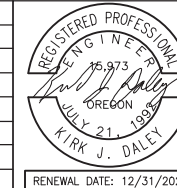
JOB NO. 14-043
FILE: BASEMAP.DWG



NOTES:
 1) PLACE 12"-24" DIA. STONES THROUGHOUT CULVERT RANDOMLY SPACED AS DIRECTED IN THE FIELD BY THE ENGINEER.
 2) STREAM BED MIX SHALL BE PLACED IN ONE OR MORE LAYERS, USE WATER AND/OR HAND METHODS TO PROVIDE MAXIMUM COMPACTION DENSITY.



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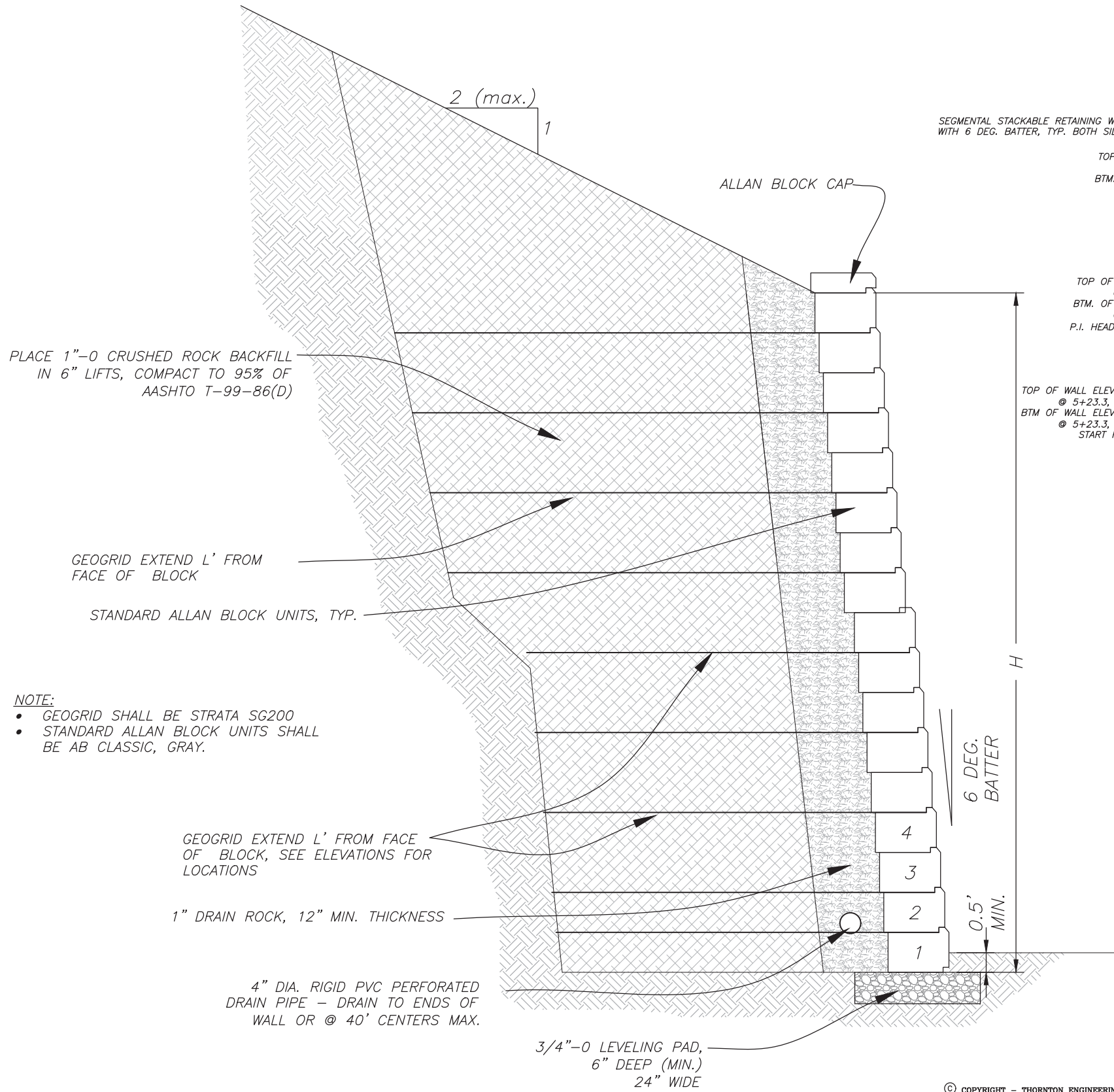
CULVERT PLAN

INDEPENDENT WAY
 TOLMAN CREEK ROAD TO WASHINGTON STREET
 ASHLAND, OREGON

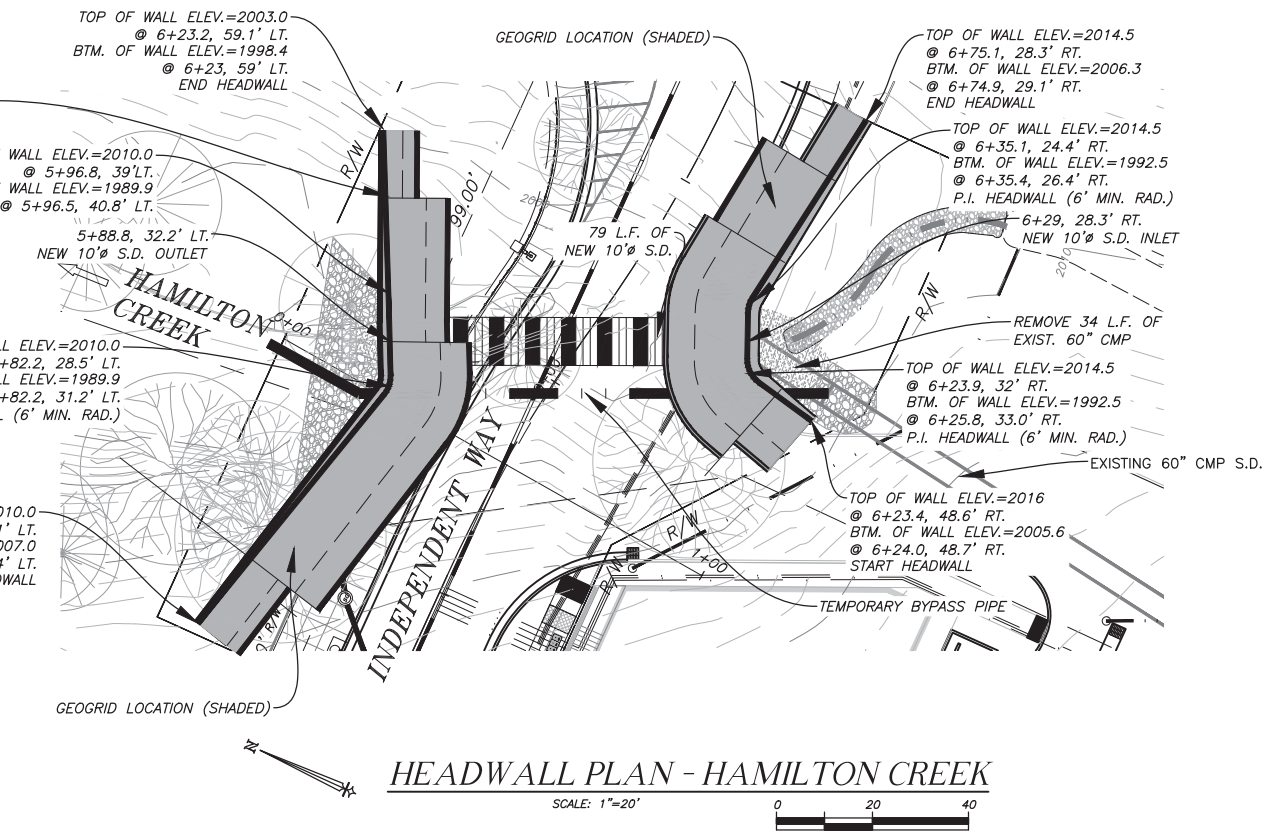
SHEET 5

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HEADWALL SECTION - HAMILTON CREEK
NO SCALE



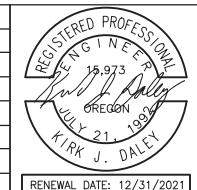
HEADWALL PLAN - HAMILTON CREEK
SCALE: 1"=20'

- NOTE:**
- GEOGRID SHALL BE STRATA SG200
 - STANDARD ALLAN BLOCK UNITS SHALL BE AB CLASSIC, GRAY.

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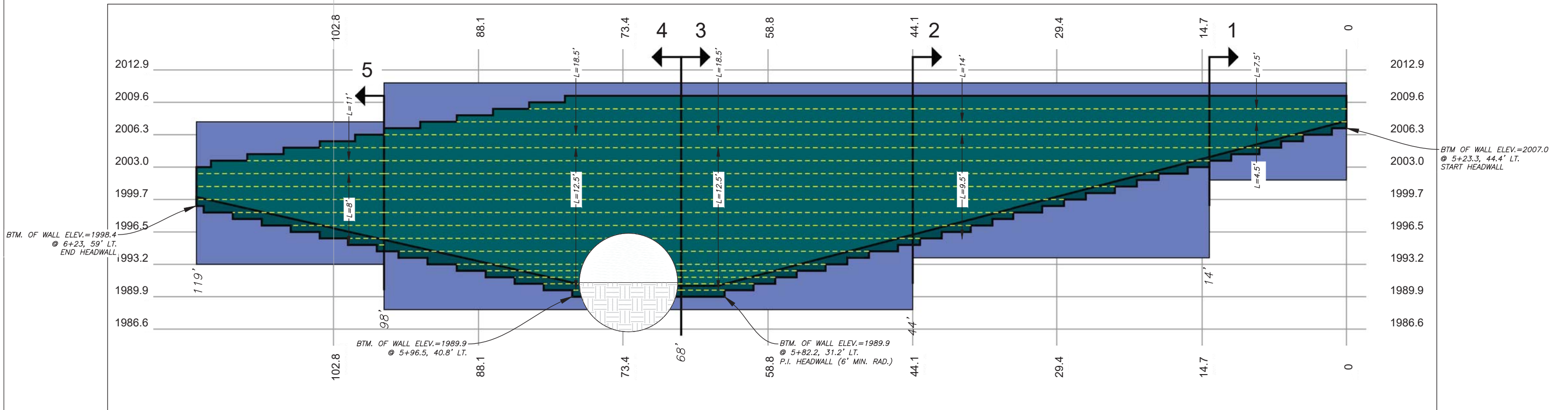


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HEADWALL DETAILS

INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET
ASHLAND, OREGON

SHEET **6**



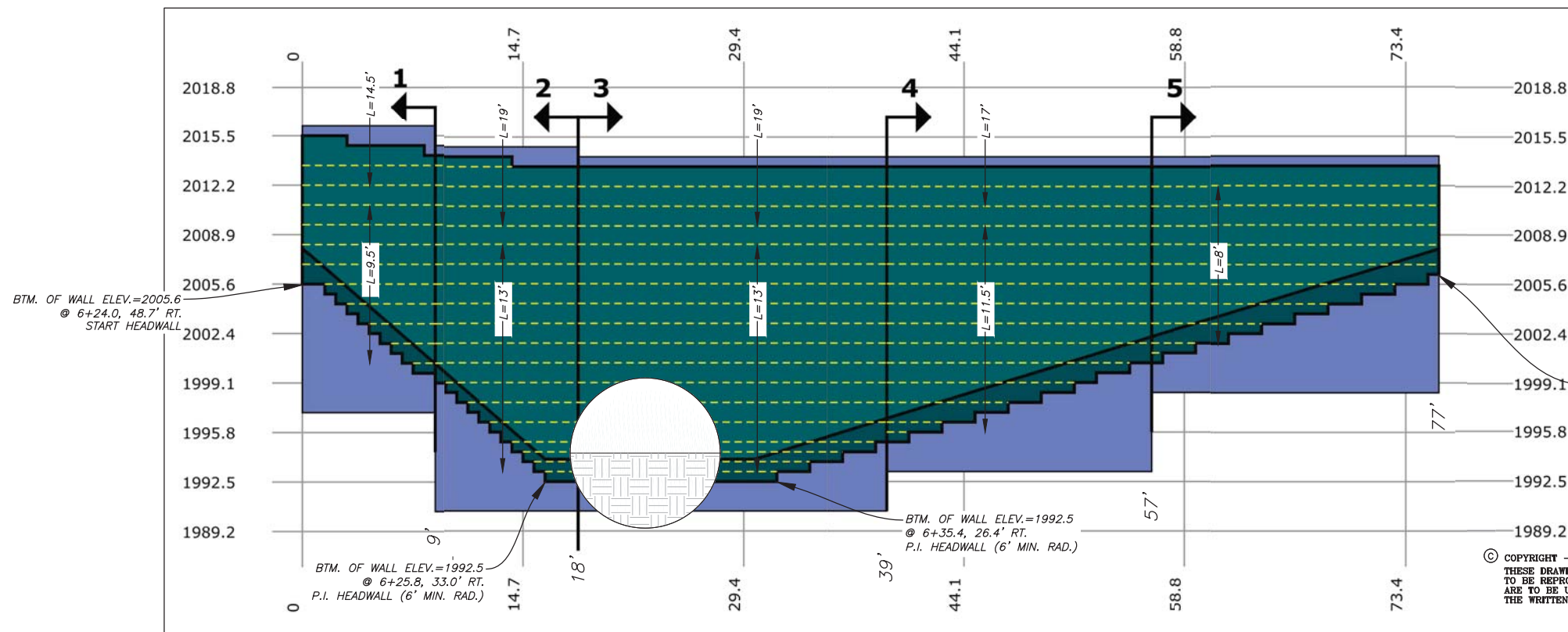
NOTE:

- L=LENGTH OF GEOGRID FROM FACE OF WALL.
- DASHED LINES REPRESENT GEOGRID LOCATIONS

HEADWALL ELEVATION-HAMILTON CREEK

SCALE: 1"=5'

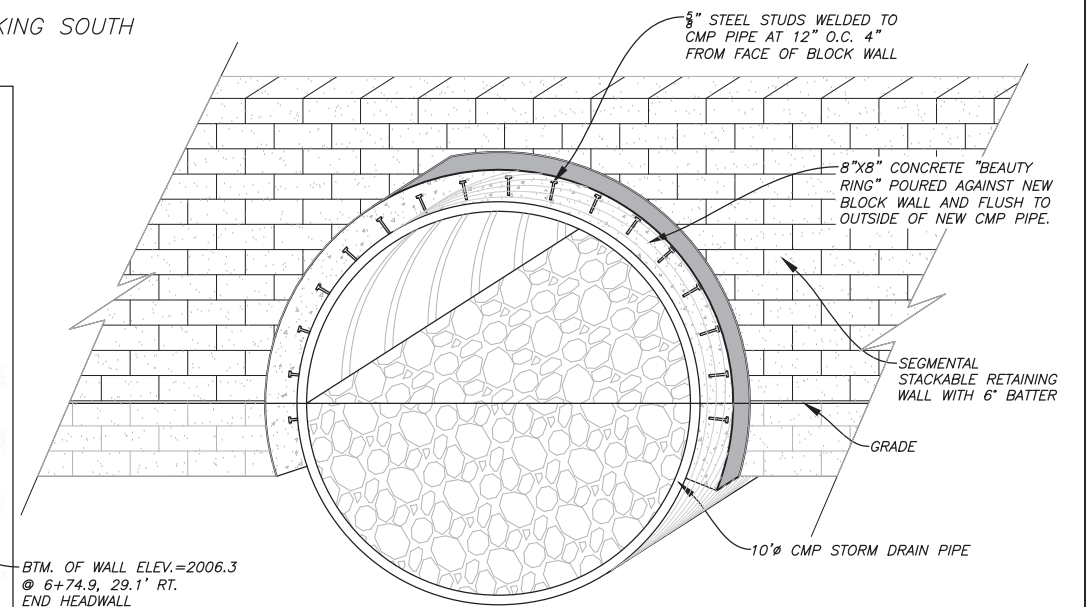
NORTH SIDE-LOOKING SOUTH



HEADWALL ELEVATION-HAMILTON CREEK

SCALE: 1"=5'

SOUTH SIDE-LOOKING NORTH



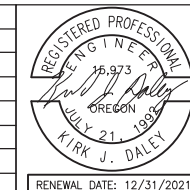
CONCRETE BEAUTY RING DETAIL SCHEMATIC

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JOB NO. 14-043
 FILE: BASEMAP.DWG

DRAWN:	kjd
DATE:	2/6/2020
REVISIONS:	

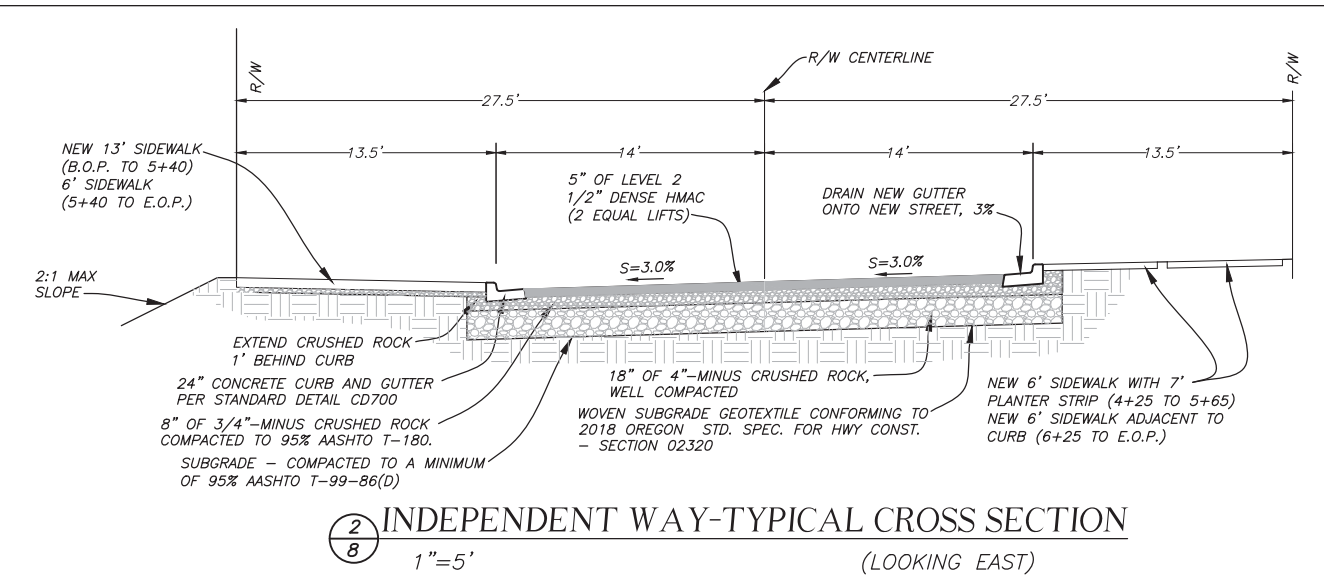
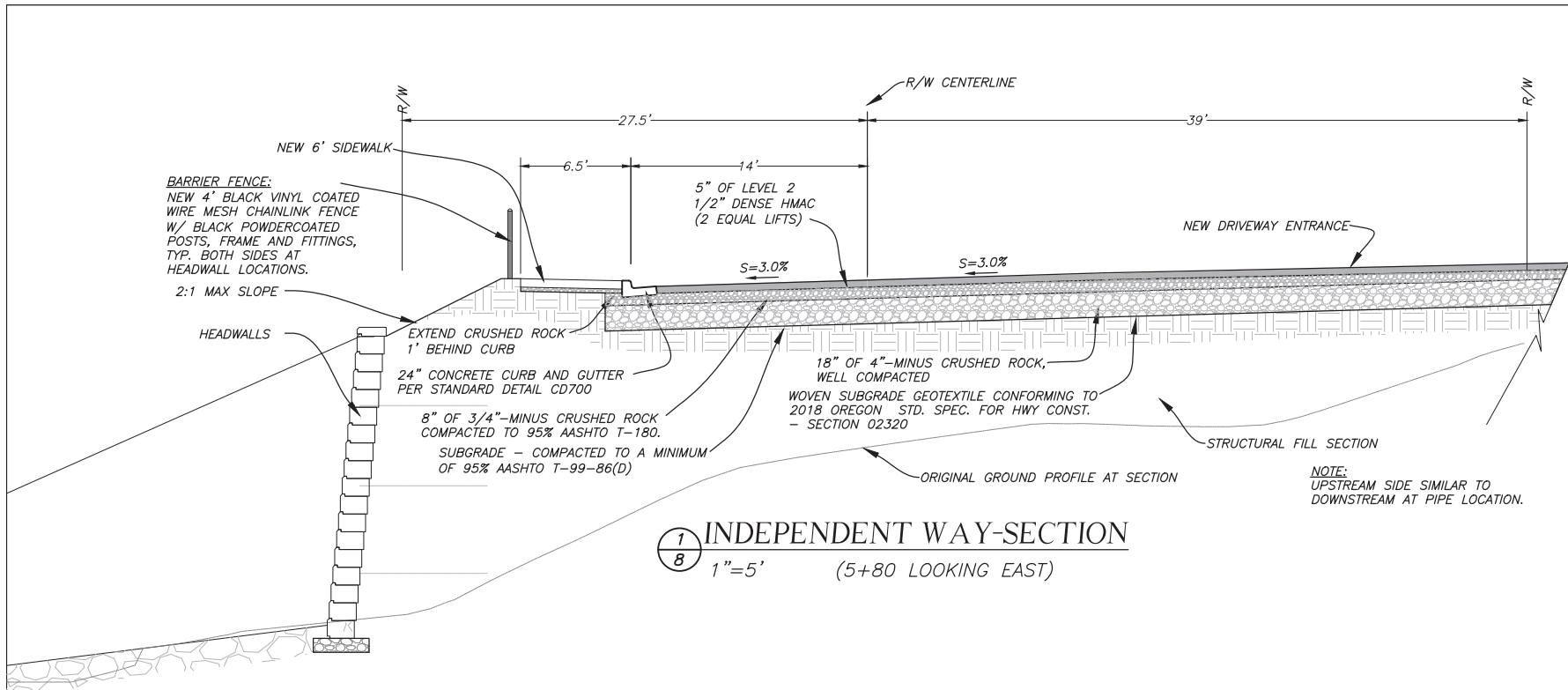


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HEADWALL DETAILS

INDEPENDENT WAY
 TOLMAN CREEK ROAD TO WASHINGTON STREET
 ASHLAND, OREGON

SHEET 7

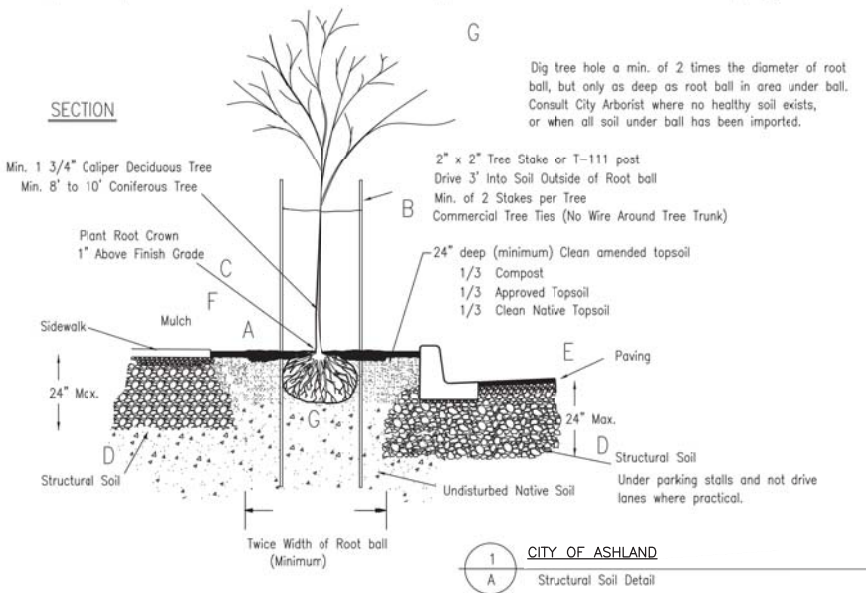


FOLLOW ALL OF CITY OF ASHLAND CODE TREE REQUIREMENTS.

- a. Soil Volume:
Each new or existing tree shall have sufficient soil volume to establish and maintain a root system that will support the tree at maturity. For each tree, at least two cubic feet of soil volume is required for each one square foot of tree canopy at maturity.
 - 1. Soil volume is calculated as the landscaping area under the tree canopy, free of impervious surface or paving, and at a depth of three (3) feet.
 - 2. For trees within parking area planters or sidewalk planters, in lieu of the soil volume provisions above, structural soil may be utilized as an alternative material under impervious surfaces to meet the required soil volume calculation.
- As noted below, the Parks and Recreation Department requires that structural soil be no more than 24" deep placed on native soils on Parks and Recreation Dept. projects.

PLAN VIEW

- A Amended Soil
- B Tree Stakes
- C Root ball
- D Structural Soil
- E Impervious Surface
- F Mulch
- G Typical excavation



FILL NOTES

PREPARATION OF FILL AREAS. Areas over which fills are to be placed shall first be cleared and grubbed. The areas shall then be scarified a minimum of 6 inches to provide a bond between the existing ground and the material to be deposited thereon. The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, and all other objectionable materials, within the limits of construction. Trees and plants that are not to be removed shall be fully protected from injury by the Contractor. Trees shall be removed in such a manner as not to injure standing trees, plants, and improvements which are to be preserved.

BENCHING. The slopes of original ground and old or new fills shall be horizontally benched to key the fill material to the underlying ground. A minimum of 2 feet normal to the slope of the original hillside and old or new fill shall be removed and re-compacted, as the fill is brought up in layers, to ensure that the new work is constructed on a firm foundation free of loose or disturbed material.

FILL MATERIAL. Embankment fill material shall be select native or import material approved by the Engineer.

PLACING MATERIALS FOR FILLS. Fill material shall be placed in horizontal layers of depths compatible to the material being placed and the type of equipment being used. Each layer shall be evenly spread and moistened or aerated, as necessary. Each layer spread for compaction shall not exceed 8 inches of compacted thickness.

Each layer of fill material shall cover the length and width of the area to be filled before the next higher layer of material is placed. The top surface of each layer shall be approximately level but with a crown or cross-fall of at least 1 in 50, but no more than 1 in 20, to provide adequate drainage at all times during the construction period.

Clods or hard lumps of earth of 6 inches in greatest dimension shall be broken up before compacting the material in fill.

Broken portland cement concrete and bituminous type pavement will not be permitted in the fill.

APPLICATION OF WATER. At the time of compaction, the moisture content of fill material shall be at or near optimum moisture content, and such that the specified relative compaction will be obtained and the fill will be firm, hard and unyielding. Fill material which contains excessive moisture shall not be compacted until the material is dry enough to obtain the required relative compaction.

COMPACTING. Each layer of earth fill shall be compacted by approved tamping or sheepfoot rollers, pneumatic-tired rollers, or other mechanical means acceptable to the Engineer, to such extent as will produce the specified relative compaction.

Unless otherwise specified, each layer of earth fill shall be compacted to a relative compaction of at least 95% AASHTO T-99. This standard shall be presumed to be satisfied when a wheel roll test, as described below, shows no appreciable deflection or reaction. The test shall utilize a 10 yard dump truck fully loaded with crushed rock. The wheel loads shall be placed over the entire cross-section of the fill when the material is at or near optimum moisture. Those areas with minimal deflection shall be proof rolled repeatedly to ensure the condition does not worsen. Areas which fail shall be re-compacted or reconstructed and retested.

When soil types, or a combination of soil types, are encountered which tend to develop densely packed surfaces as a result of spreading or compacting operations, the surface of each layer of fill shall be sufficiently roughened after compaction to ensure bond to the succeeding layer.

SLOPES. Fill slopes shall be finished in conformance with the lines and grades shown on the plans. When completed, the average plane of the slopes shall conform to the slopes indicated on the plans and no point on the completed slopes shall vary from the designated plane by more than 6 inches measured at right angles to the slope.

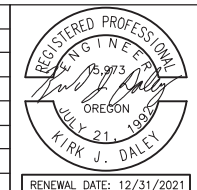
INSPECTION. The engineer, or his designated representative, shall be retained to inspect that the placement of each lift of fill material conforms with these specifications.

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FILE: BASEMAP.DWG

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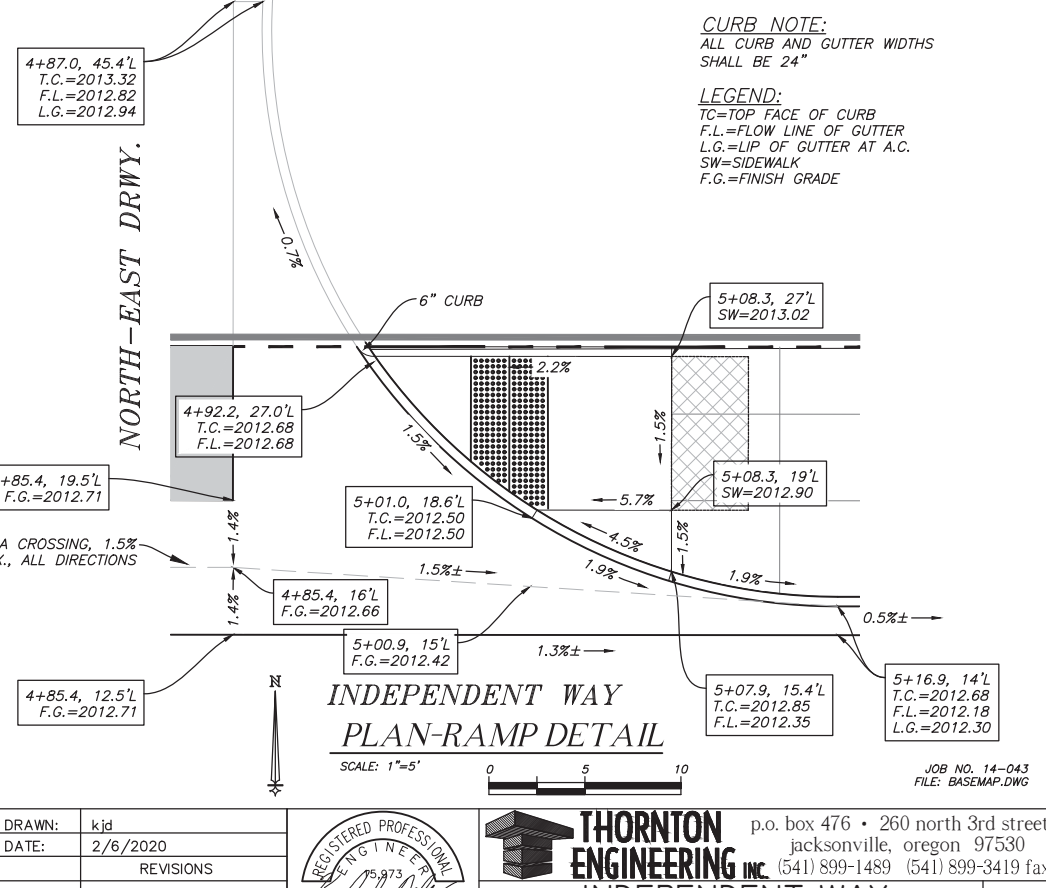
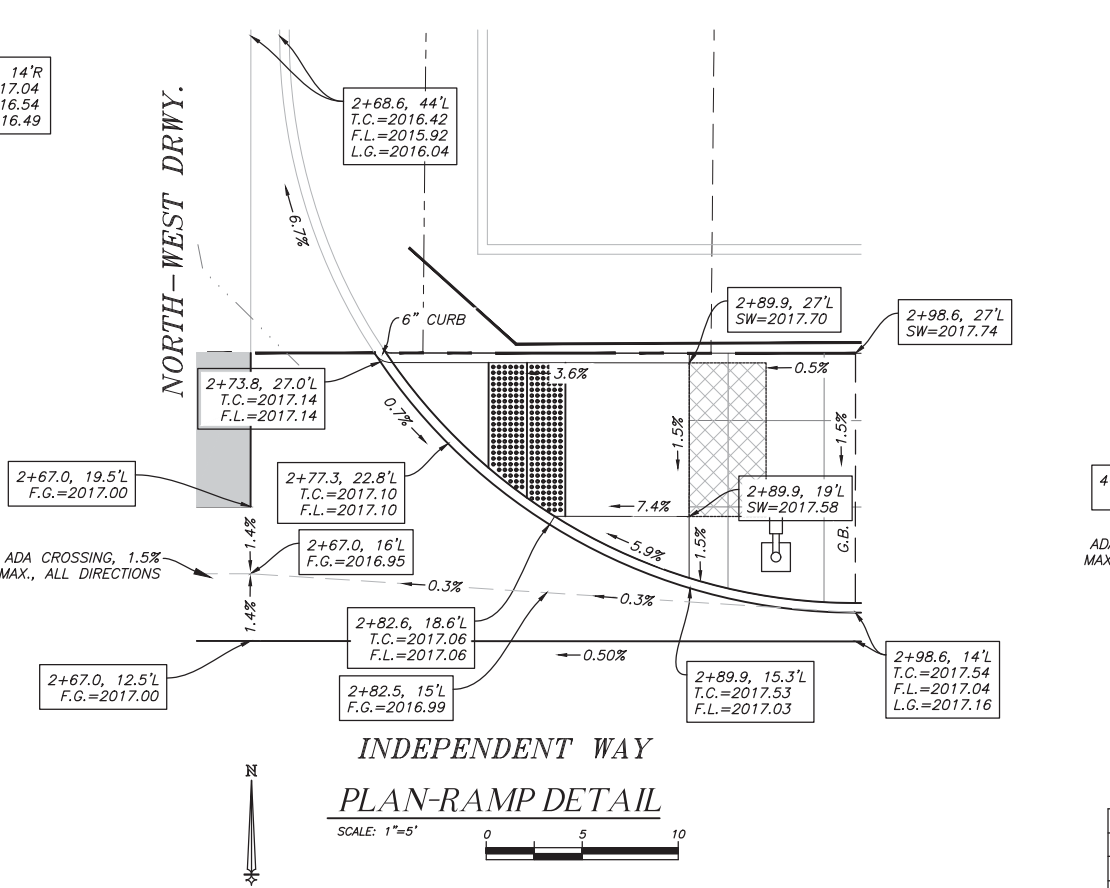
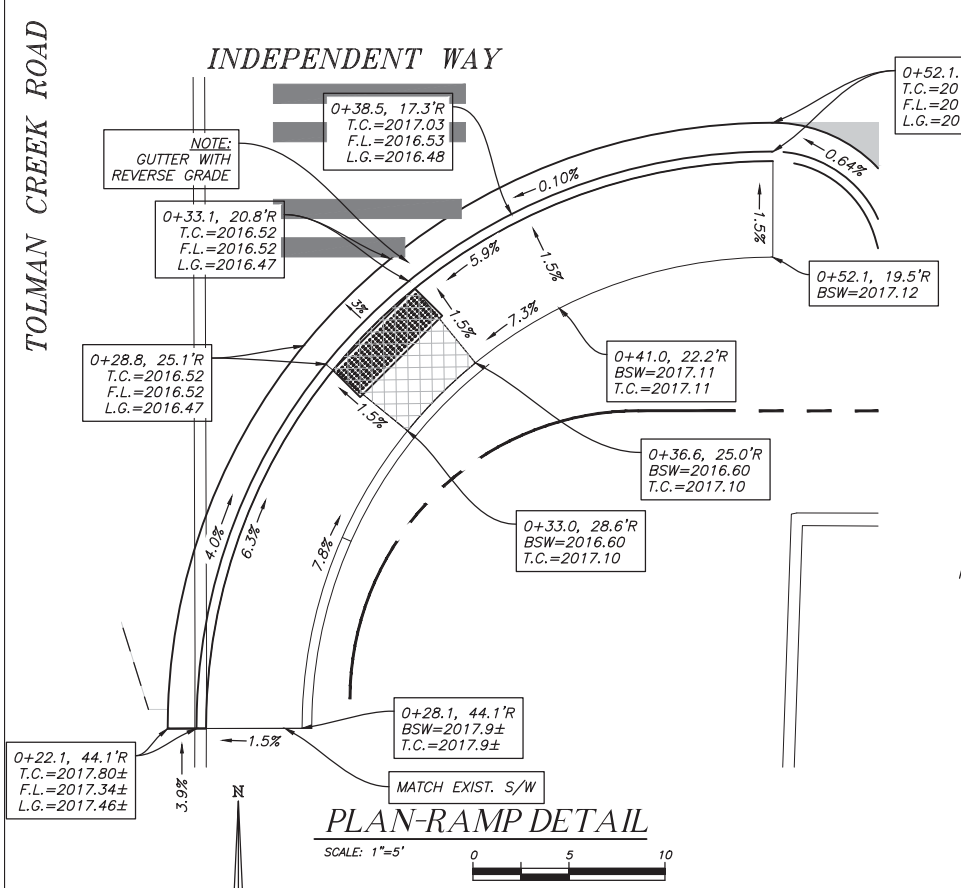
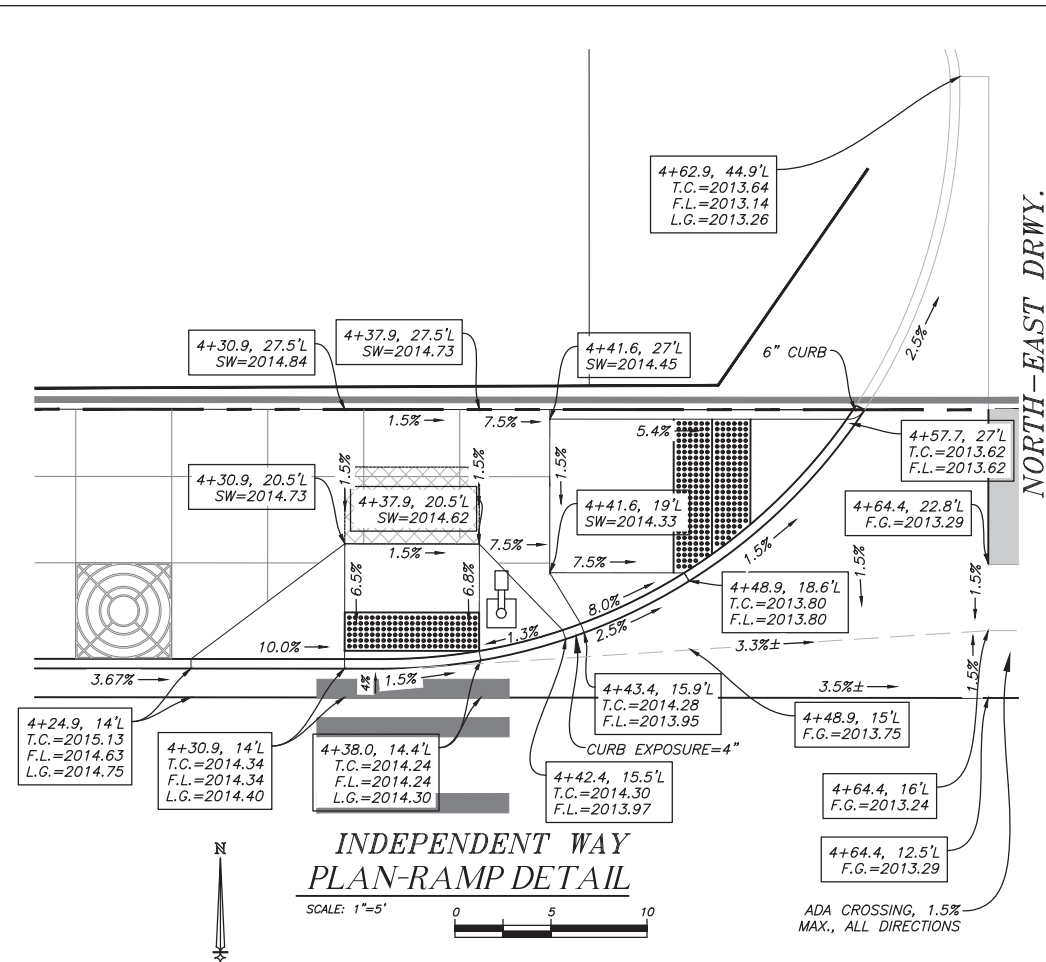
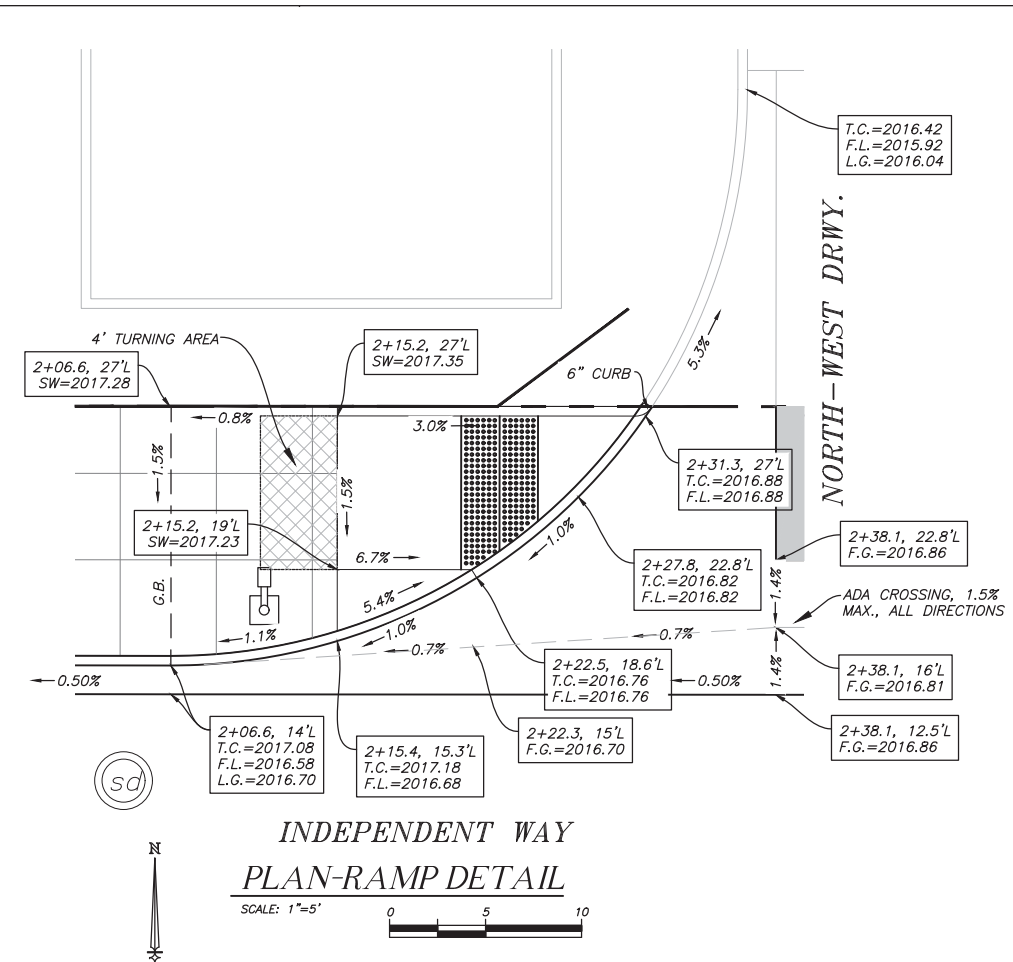
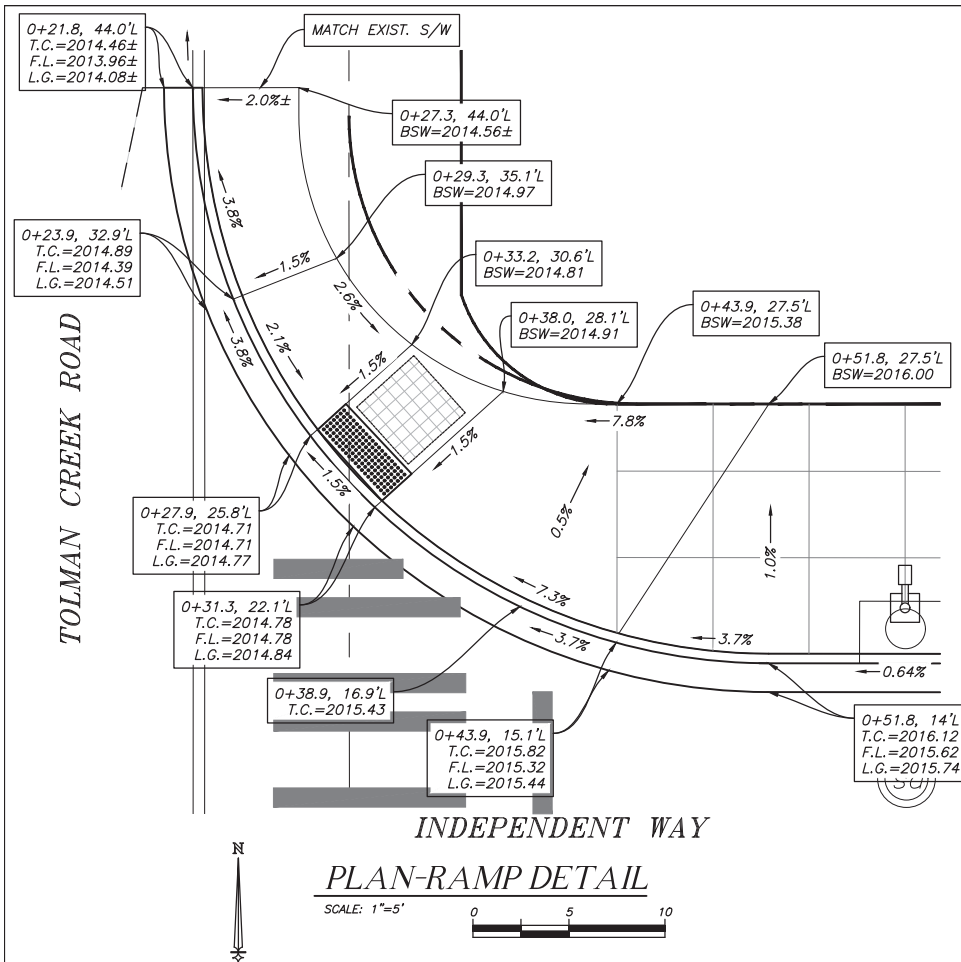


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TYPICAL SECTIONS

INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET
ASHLAND, OREGON

SHEET 8



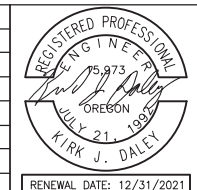
CURB NOTE:
ALL CURB AND GUTTER WIDTHS SHALL BE 24"

LEGEND:
T.C.=TOP FACE OF CURB
F.L.=FLOW LINE OF GUTTER
L.G.=LIP OF GUTTER AT A.C.
SW=SIDEWALK
F.G.=FINISH GRADE

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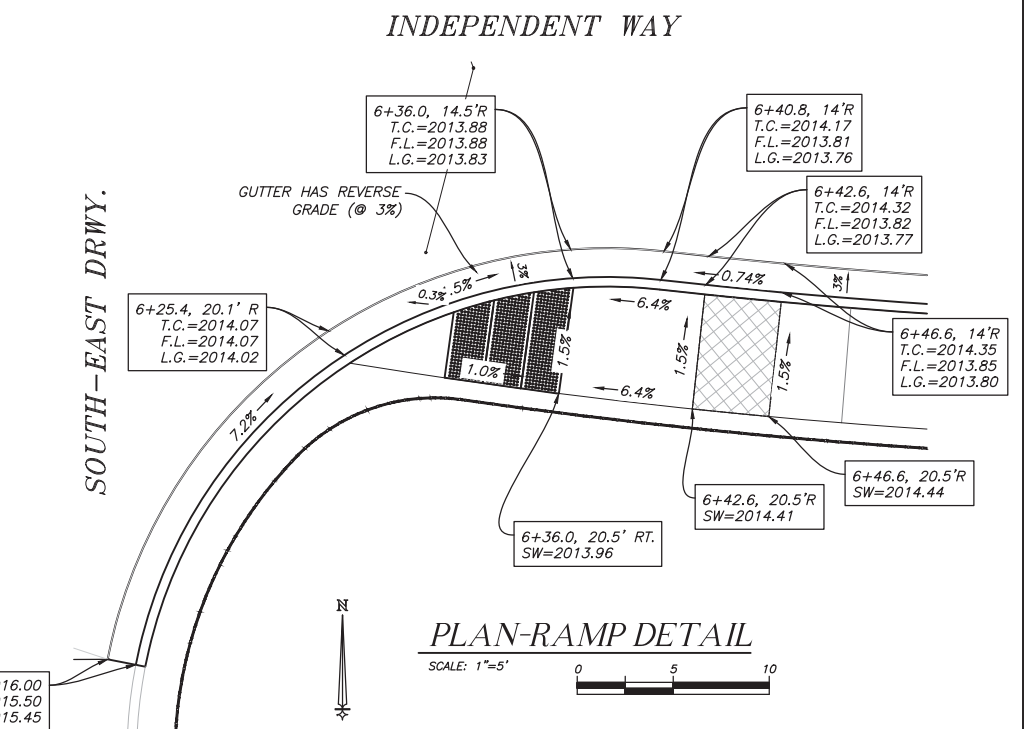
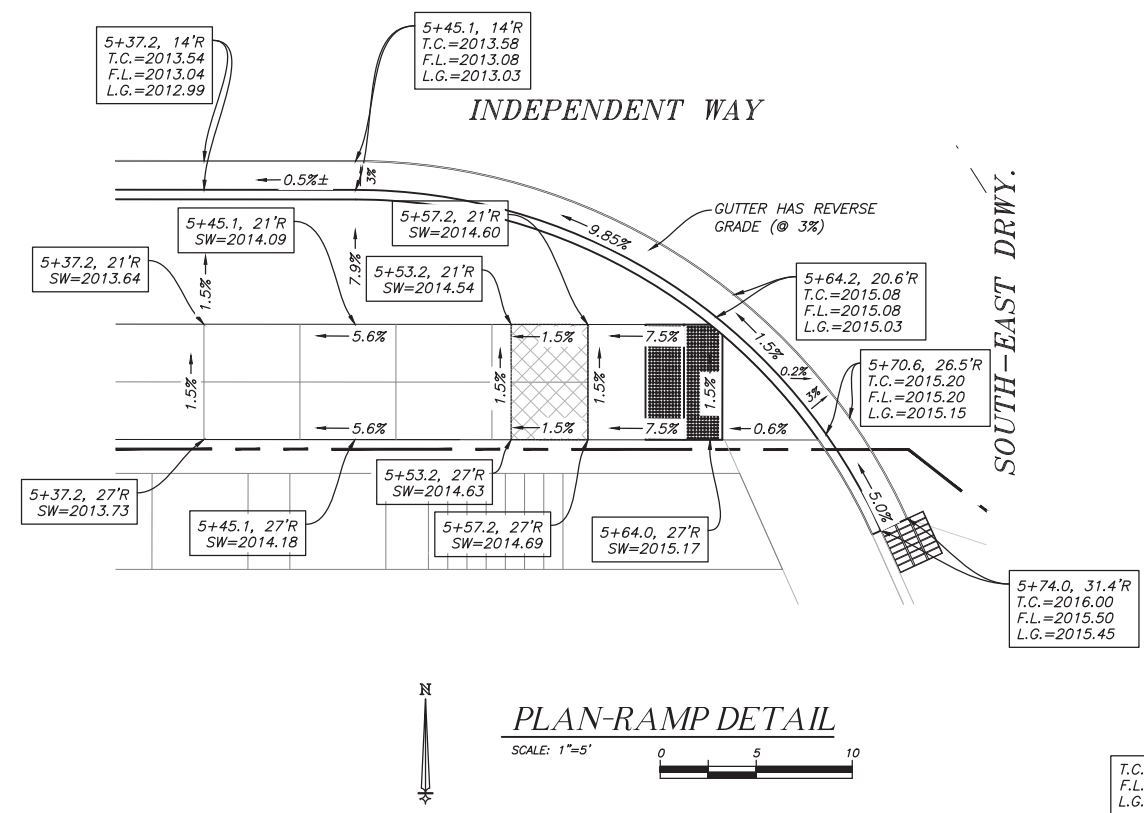
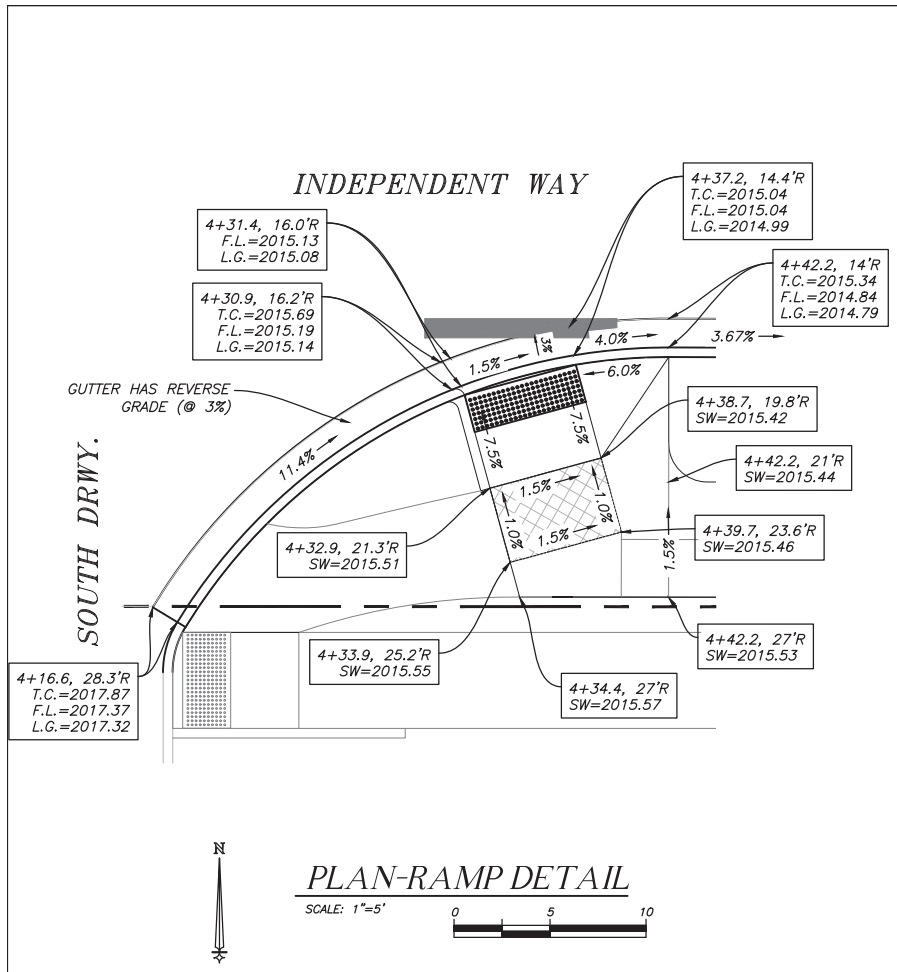


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**INDEPENDENT WAY
SIDEWALK RAMP DETAILS**
TOLMAN CREEK ROAD TO WASHINGTON STREET
ASHLAND, OREGON

SHEET 9

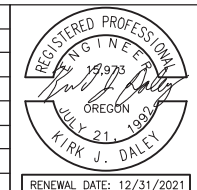
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FILE: BASEMAP.DWG



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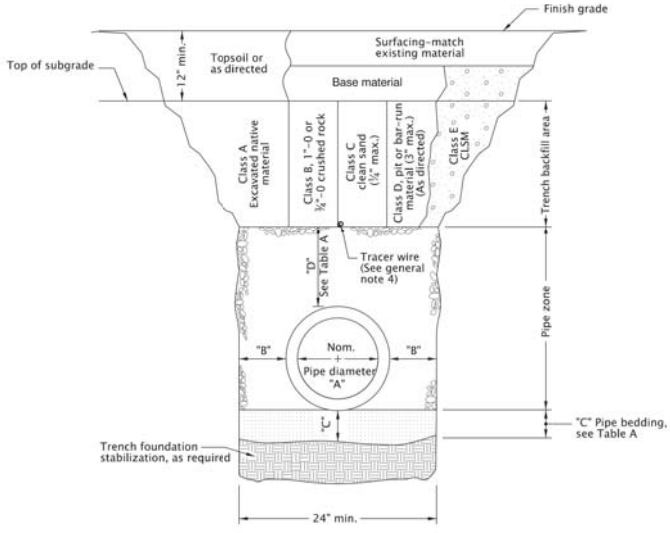
INDEPENDENT WAY
SIDEWALK RAMP DETAILS
 INDEPENDENT WAY
 TOLMAN CREEK ROAD TO WASHINGTON STREET
 ASHLAND, OREGON

SHEET 10

TABLE A

"A" (in)	"B" (in)	"C" (in)	"D" (in)
4	10	4	8
6	10	4	8
8	10	6	10
10	10	6	10
12	12	6	10
15	12	6	10
18	16	6	12
21	16	6	12
24	18	6	12
30	18	6	12
36	24	6	14
42	24	6	14
48	24	6	14
54	24	6	14
60	24	6	14
66	24	6	14
72	24	6	14

For pipes over 72" diameter, see general note 3.



MULTIPLE INSTALLATIONS

DIAMETER	MIN. SPACE BETWEEN PIPES
Up to 48"	24"
48" to 72"	One half (1/2) dia. of pipe

GENERAL NOTES FOR ALL DETAILS:

- Surfacing of paved areas shall comply with street cut Std. Dwg. RD302.
- For pipe installation in embankment areas where the trench method will not be used and the pipe is $\geq 36"$ diameter, increase dimension "B" to nominal pipe diameter.
- Pipes over 72" diameter are structures, and are not applicable to this drawing.
- See Std. Dwg. RD336 for tracer wire details (When required).

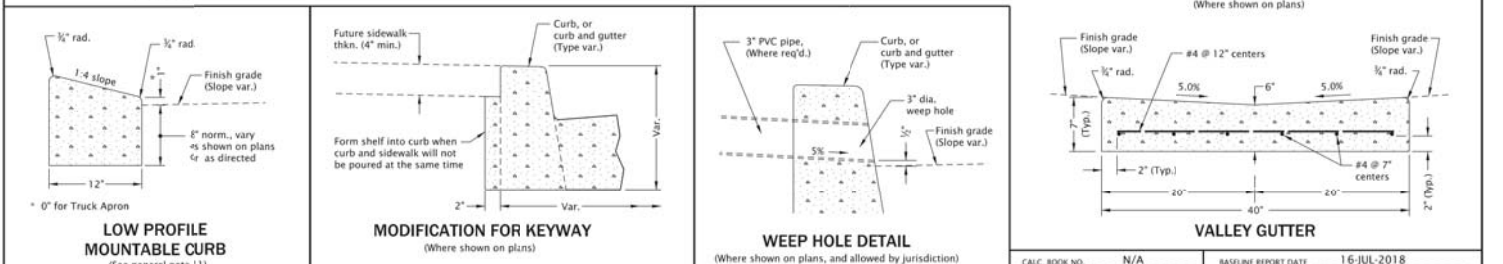
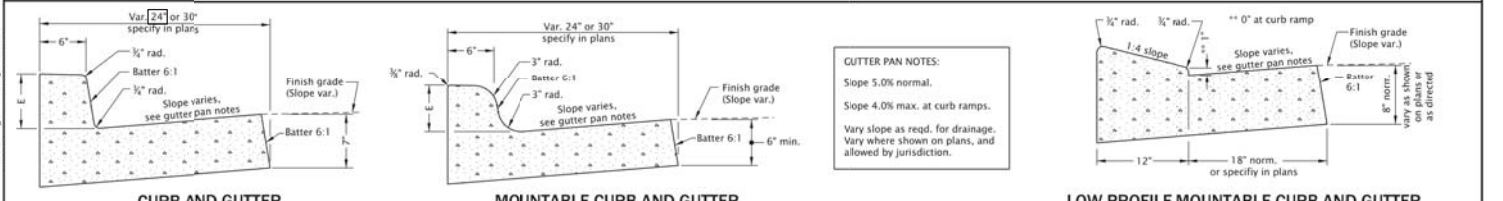
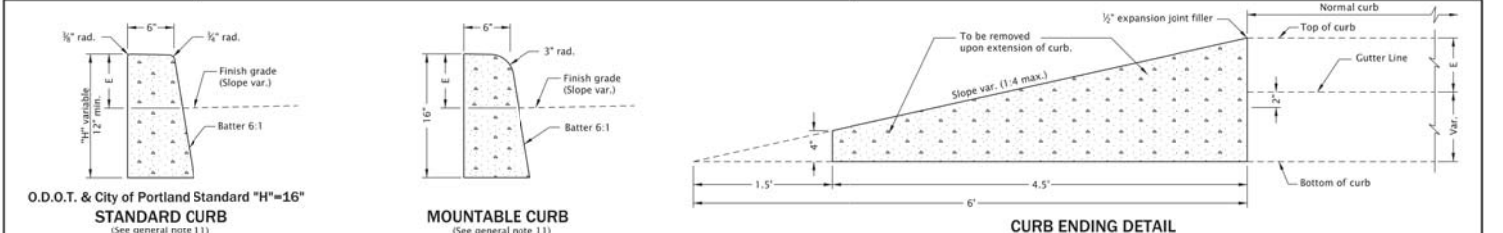
CALC. BOOK NO. N/A BASELINE REPORT DATE 14-JUL-2014

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS
TRENCH BACKFILL, BEDDING, PIPE ZONE AND MULTIPLE INSTALLATIONS
2018

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

DATE REVISION DESCRIPTION



GENERAL NOTES FOR ALL DETAILS:

- Curb exposure "E" = 6" to 9", as measured vertically from flowline to highest point on curb. Vary as shown on plans or as directed. O.D.O.T standard "E" = 7".
- Const. expansion joints at 200' maximum spacing, and at points of tangency, and at ends of each driveway.
- Const. contraction joints at 15' maximum spacing, and at ends of each inlet and curb ramp.
- Transitions shall be used to connect curbs of different exposures "E". ("E" is the total vertical dimension of those curb surfaces having a slope of 1:1 or steeper). Minimum desirable transition length shall be 20' for each 1" difference in "E".
- Tops of all curbs shall slope toward the roadway at 1.5% max. (Max. 2.0% finished surface slope), unless otherwise shown, or as directed.
- Dimensions are nominal, vary to conform with curb machine approved by the engineer.
- Dimensions adjacent to radii are measured to the point of intersection of curb surfaces.
- For sidewalk details, and monolithic curb & sidewalk, see Std. Dwg. RD720.
- For drainage curbs, see Std. Dwg. RD701.
- For curb ramp details, see Std. Dwg. RD755.
- On or along state highways, curb and gutter is required at curb ramp.

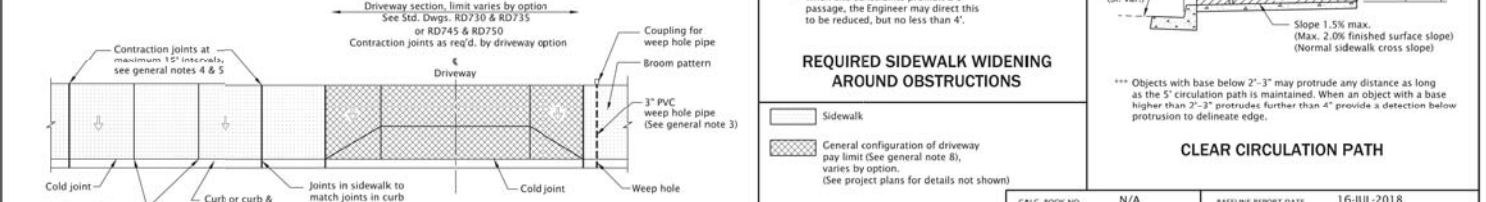
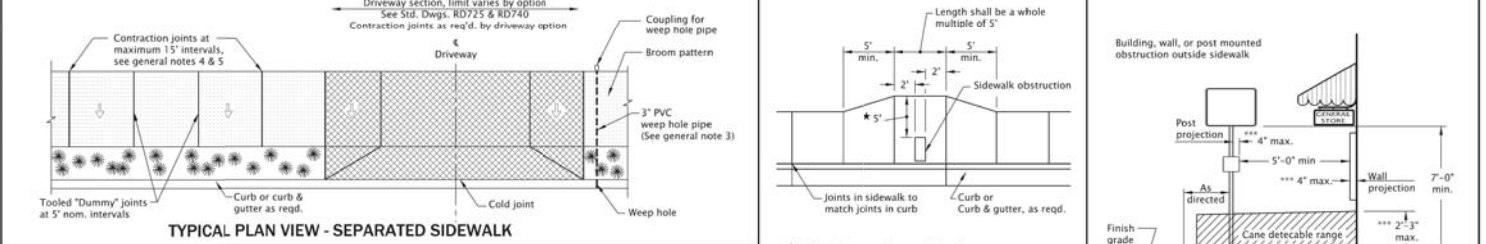
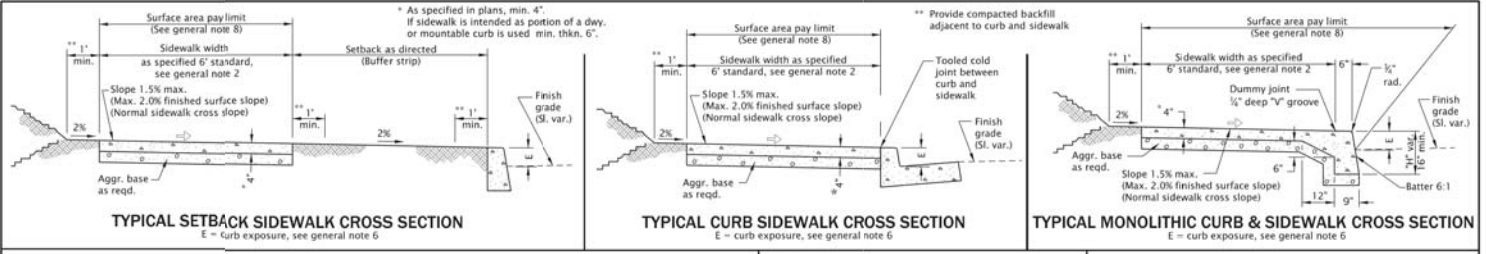
CALC. BOOK NO. N/A BASELINE REPORT DATE 16-JUL-2018

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS
CURBS
2018

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

DATE REVISION DESCRIPTION



GENERAL NOTES FOR ALL DETAILS:

- Include additional paved or unpaved 2" clearance to vertical faces higher than 5' such as retaining walls, sound walls, fences and buildings.
- Curb type and sidewalk width as shown on plans or as directed.
- On sidewalks 8' and wider, provide a longitudinal joint at the midpoint.
- Install 3" PVC weep hole pipes in sidewalks where shown on plans, and allowed by jurisdiction. Place contraction joint over top of pipe. See Std. Dwg. RD700 for weep hole detail.
- Const. expansion joints at 200' maximum spacing, and at points of tangency, and at ends of each driveway.
- For monolithic curb & sidewalk, const. expansion joints at 45' maximum spacing.
- Const. contraction joints at 15' maximum spacing, and at ends of each driveway and curb ramp.
- For curb details, see Std. Dwg. RD700 & RD701.
- Sidewalk details are based on ODOT applicable standards.
- For driveway details not shown, see Std. Dwg. RD725, RD730, RD735, RD740, RD745 & RD750.
- See project plans for details not shown.

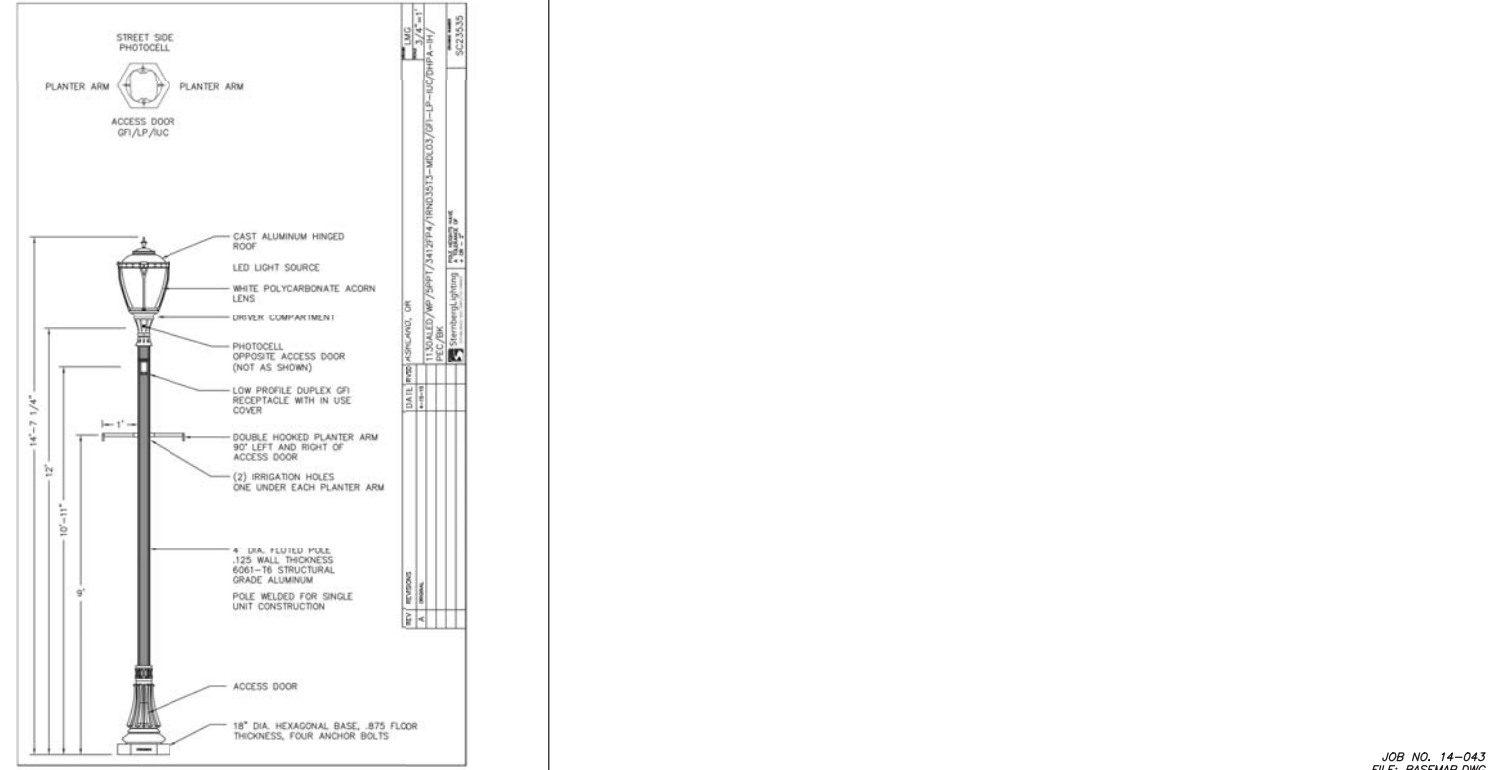
CALC. BOOK NO. N/A BASELINE REPORT DATE 16-JUL-2018

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS
SIDEWALKS
2018

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

DATE REVISION DESCRIPTION



THORNTON ENGINEERING INC. p.o. box 476 • 260 north 3rd street jacksonville, oregon 97530 (541) 899-1489 (541) 899-3419 fax

DETAILS

INDEPENDENT WAY TOLMAN CREEK ROAD TO WASHINGTON STREET ASHLAND, OREGON

REGISTERED PROFESSIONAL ENGINEER
KIRK J. DALEY
OREGON
JULY 21, 1993
RENEWAL DATE: 12/31/2021

JOB NO. 14-043
FILE: BASEMAP.DWG

DRAWN: kjd
DATE: 2/6/2020
REVISIONS

REVISIONS

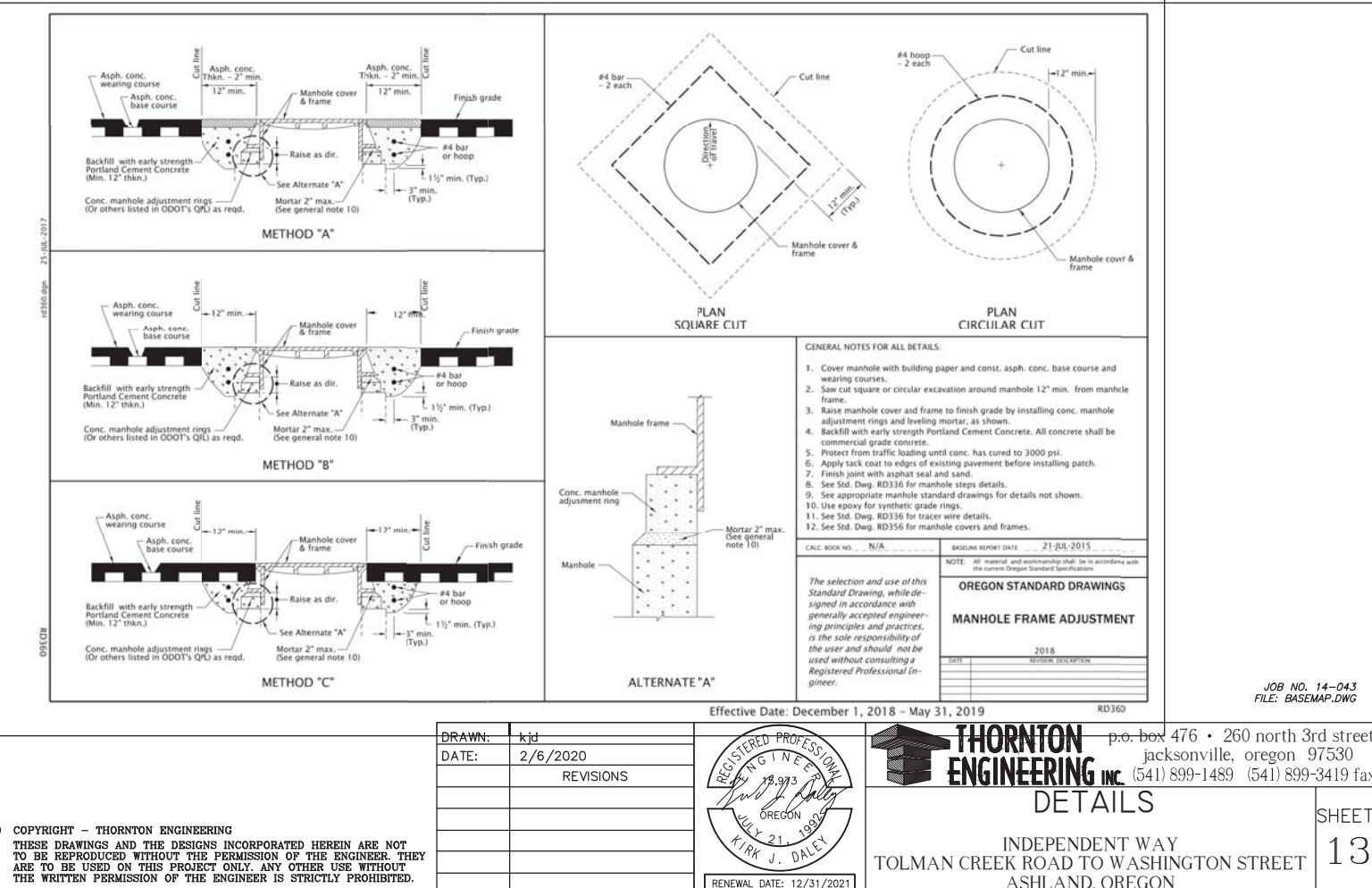
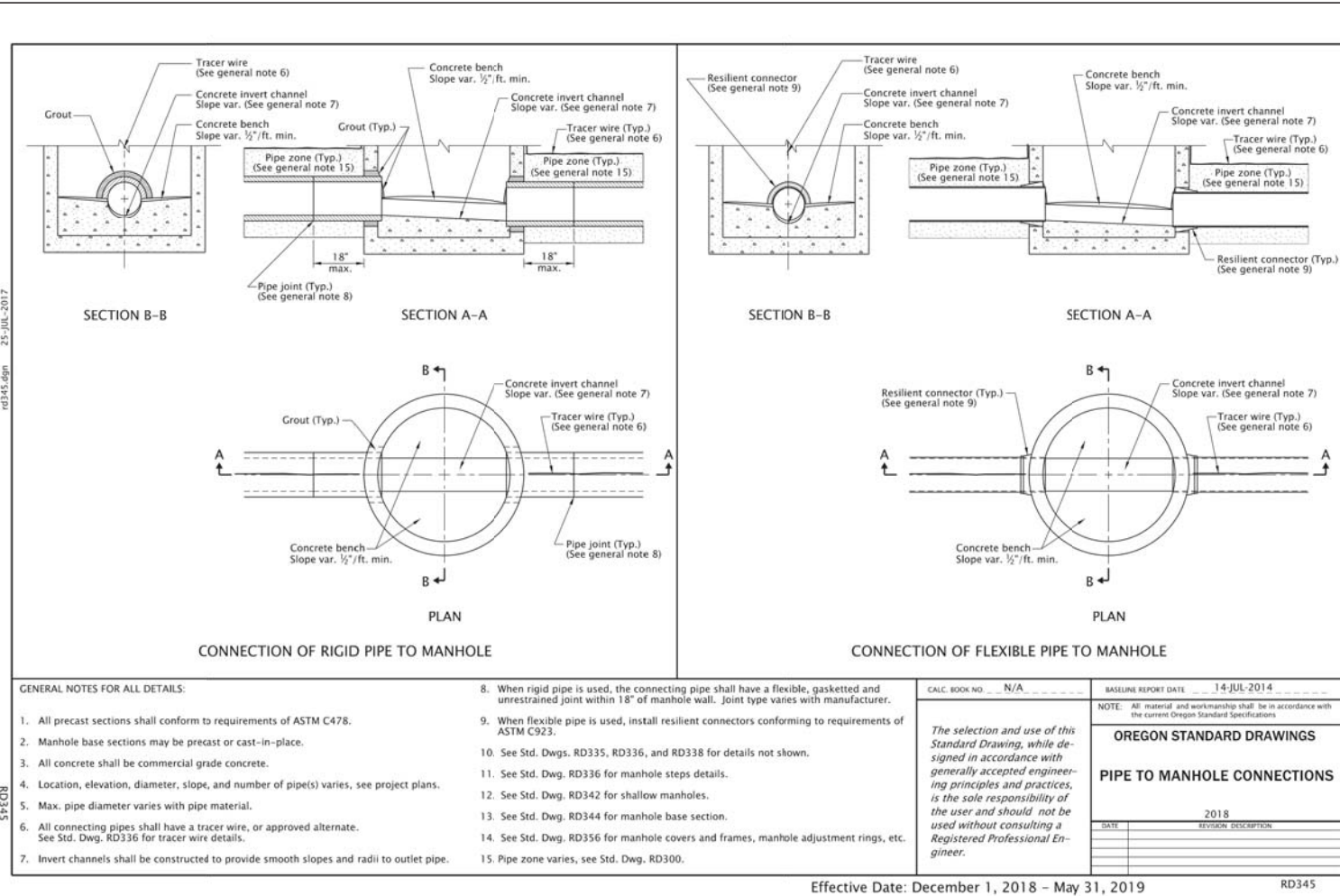
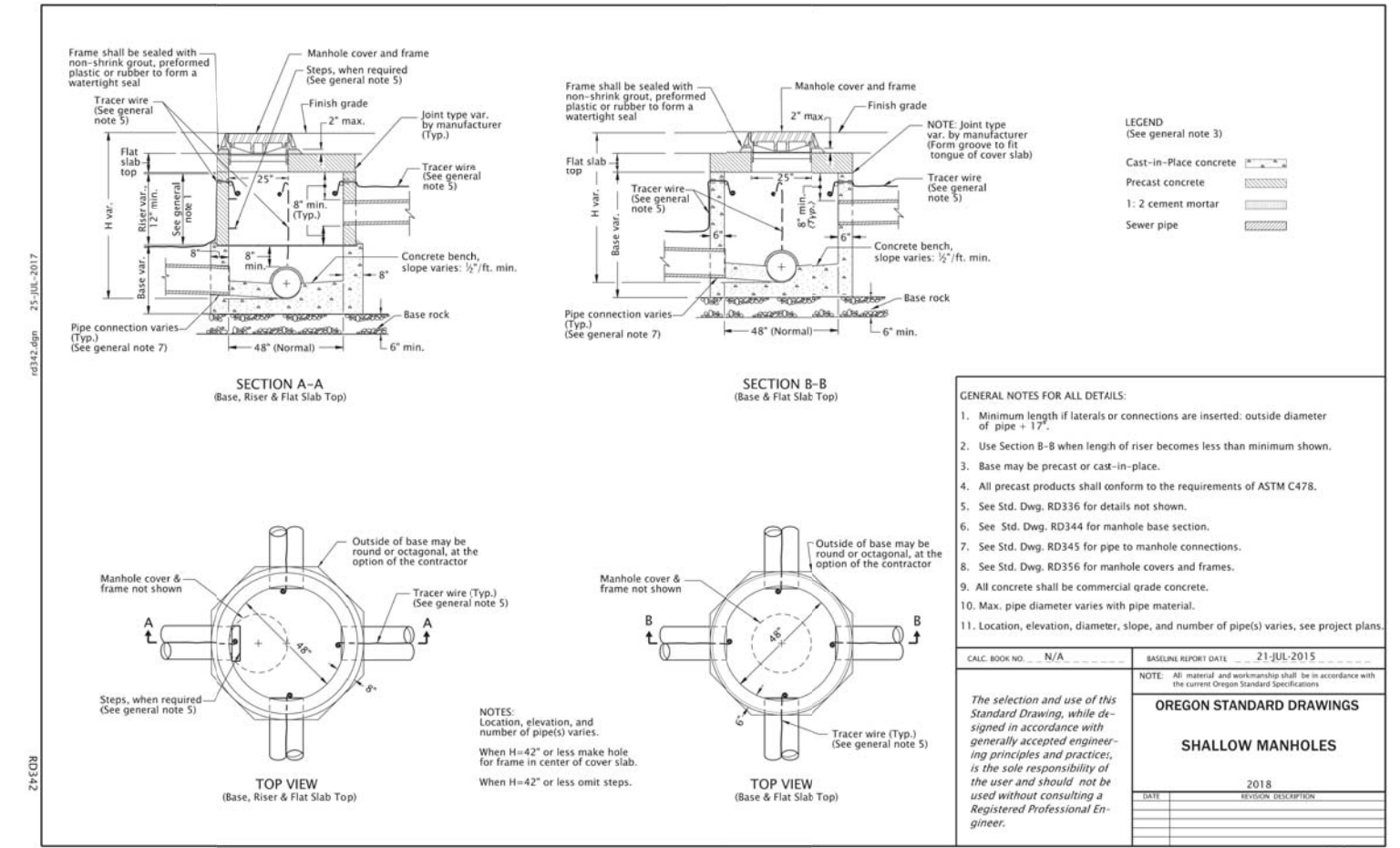
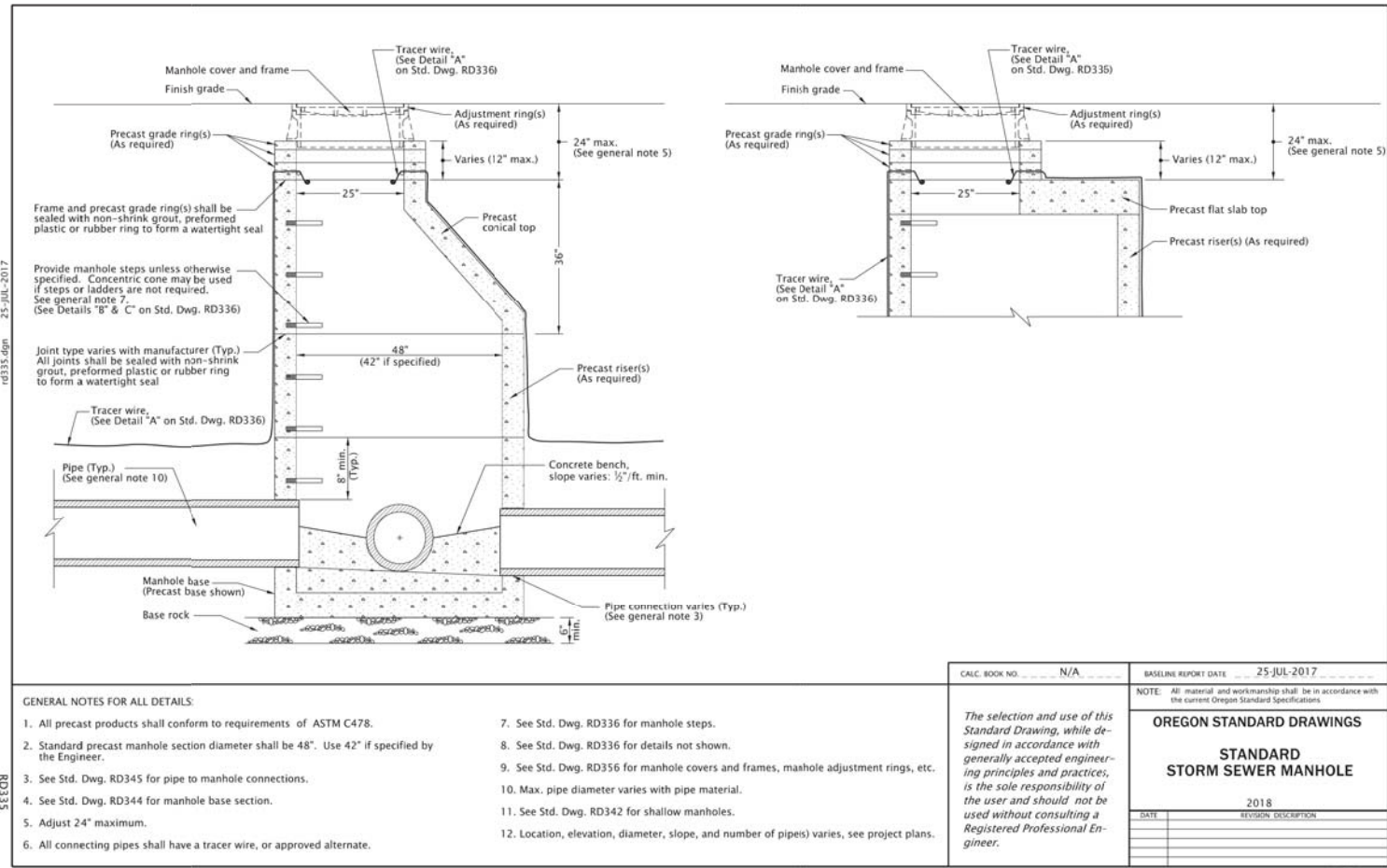
DATE REVISION DESCRIPTION

01-2018 REVISION NOTE
02-2018 REVISION DETAIL & NOTES

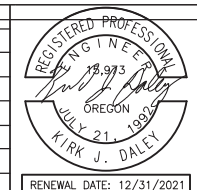
REVISIONS

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DRAWN: kjd
DATE: 2/6/2020



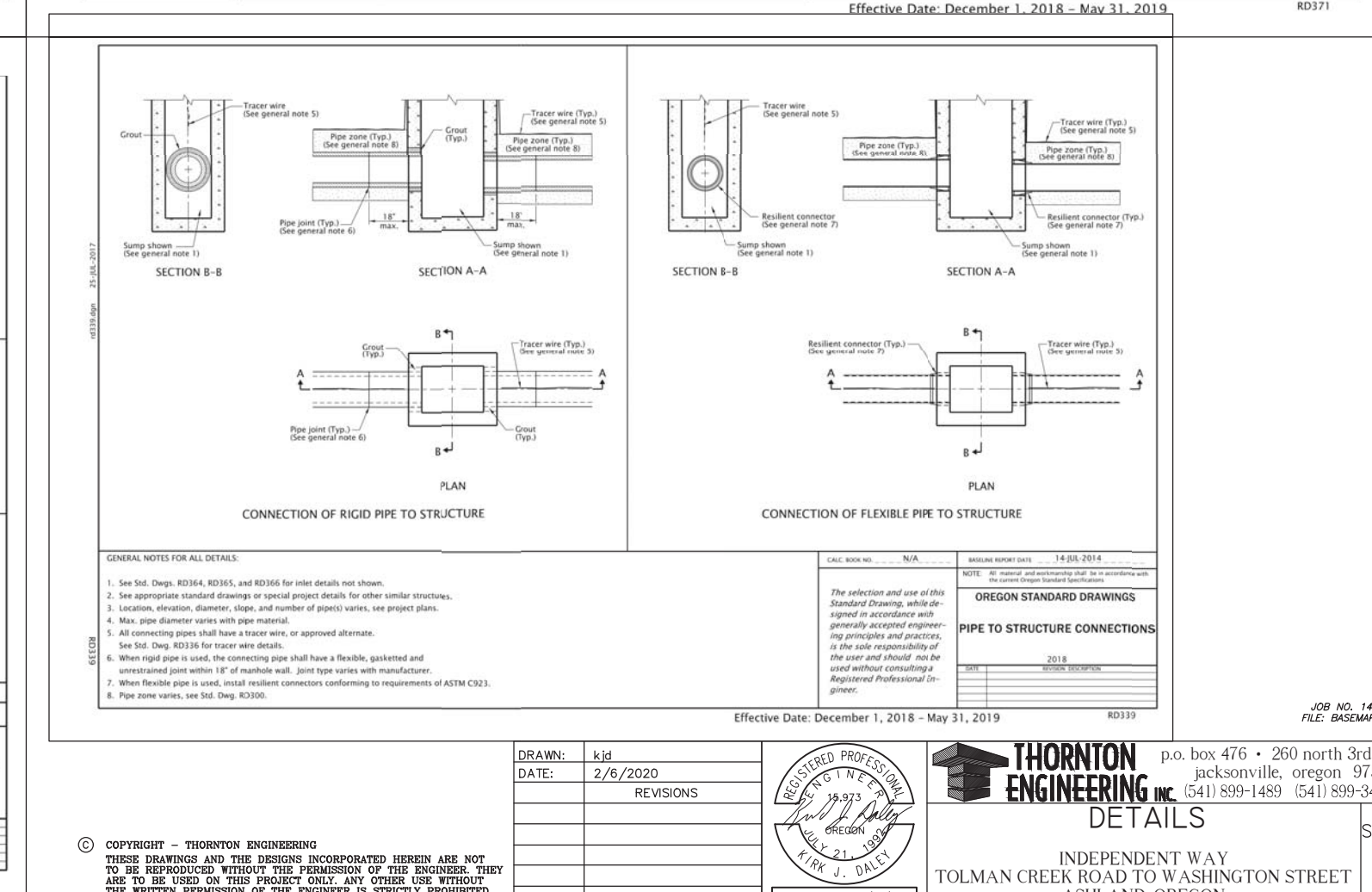
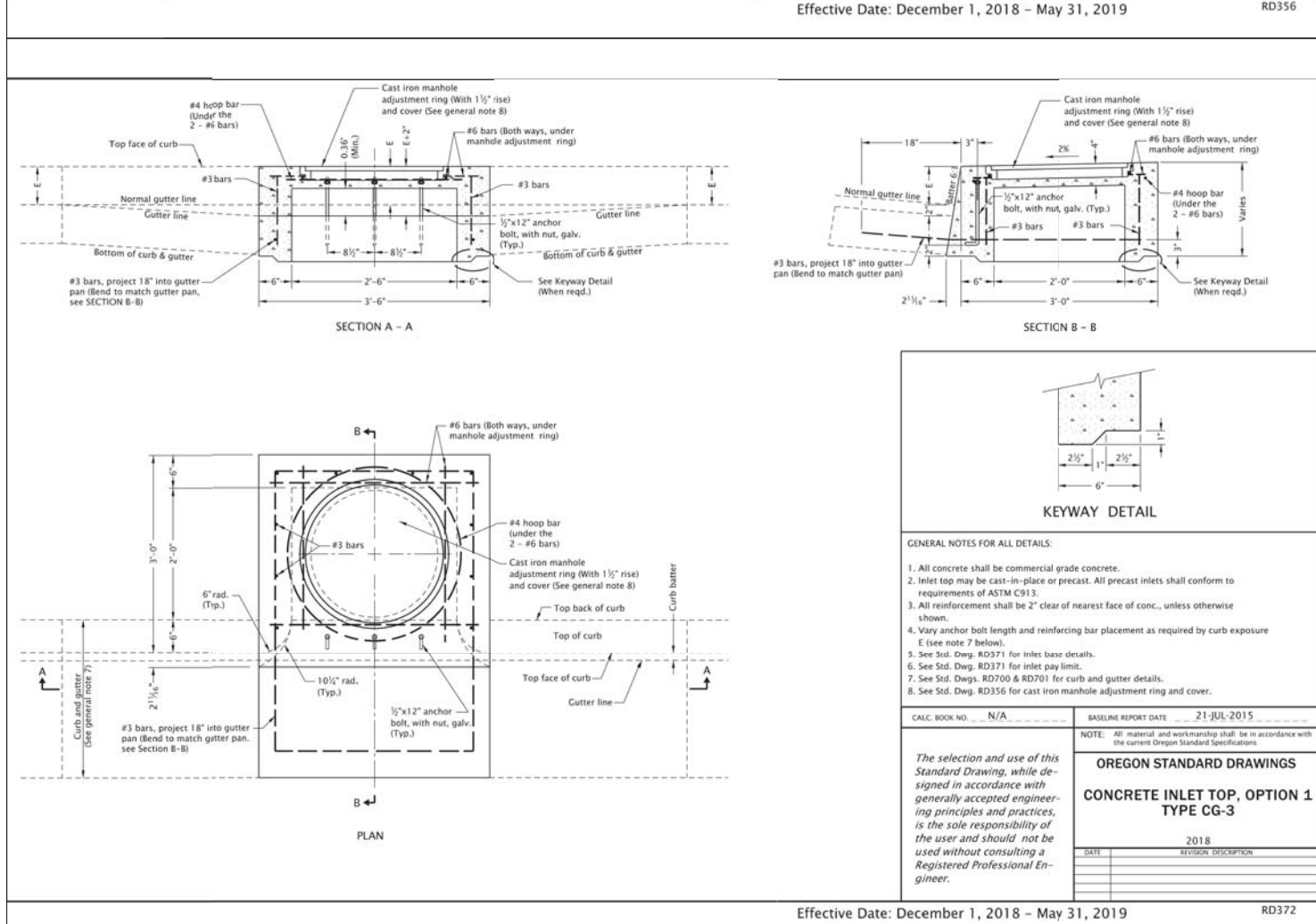
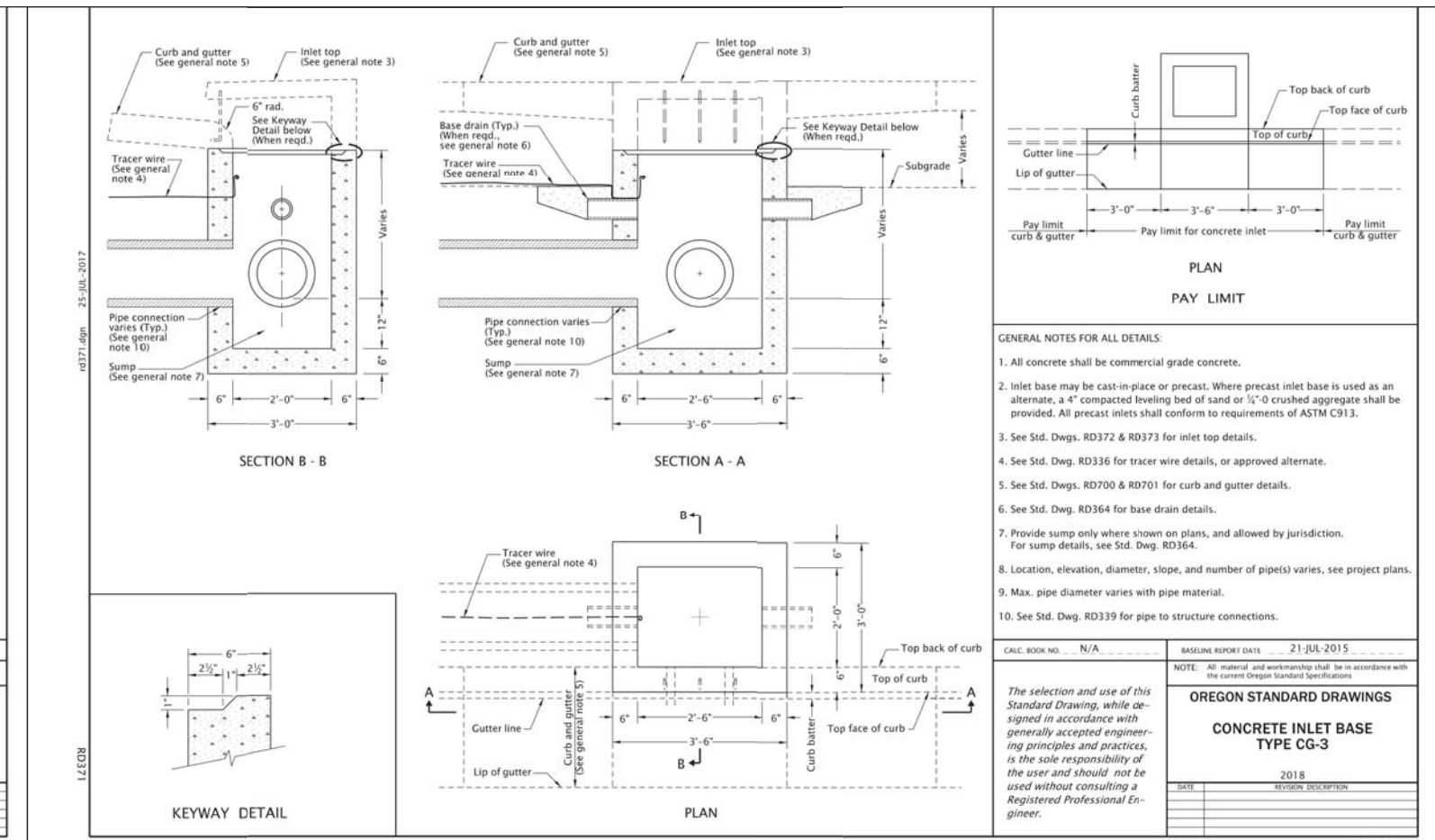
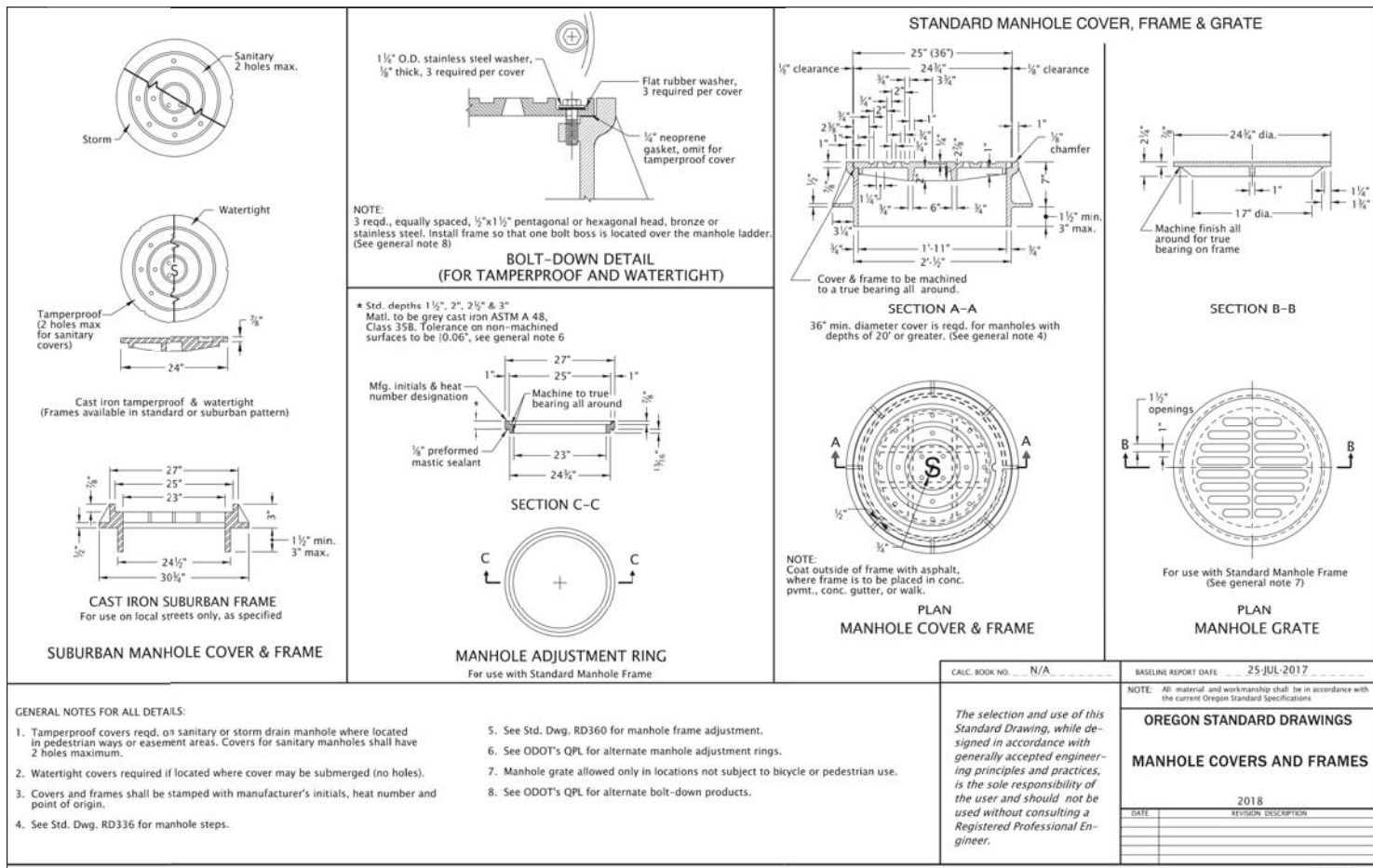
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DETAILS

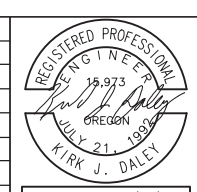
INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET
ASHLAND, OREGON

SHEET 13

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DRAWN:	kjd
DATE:	2/6/2020
REVISIONS:	



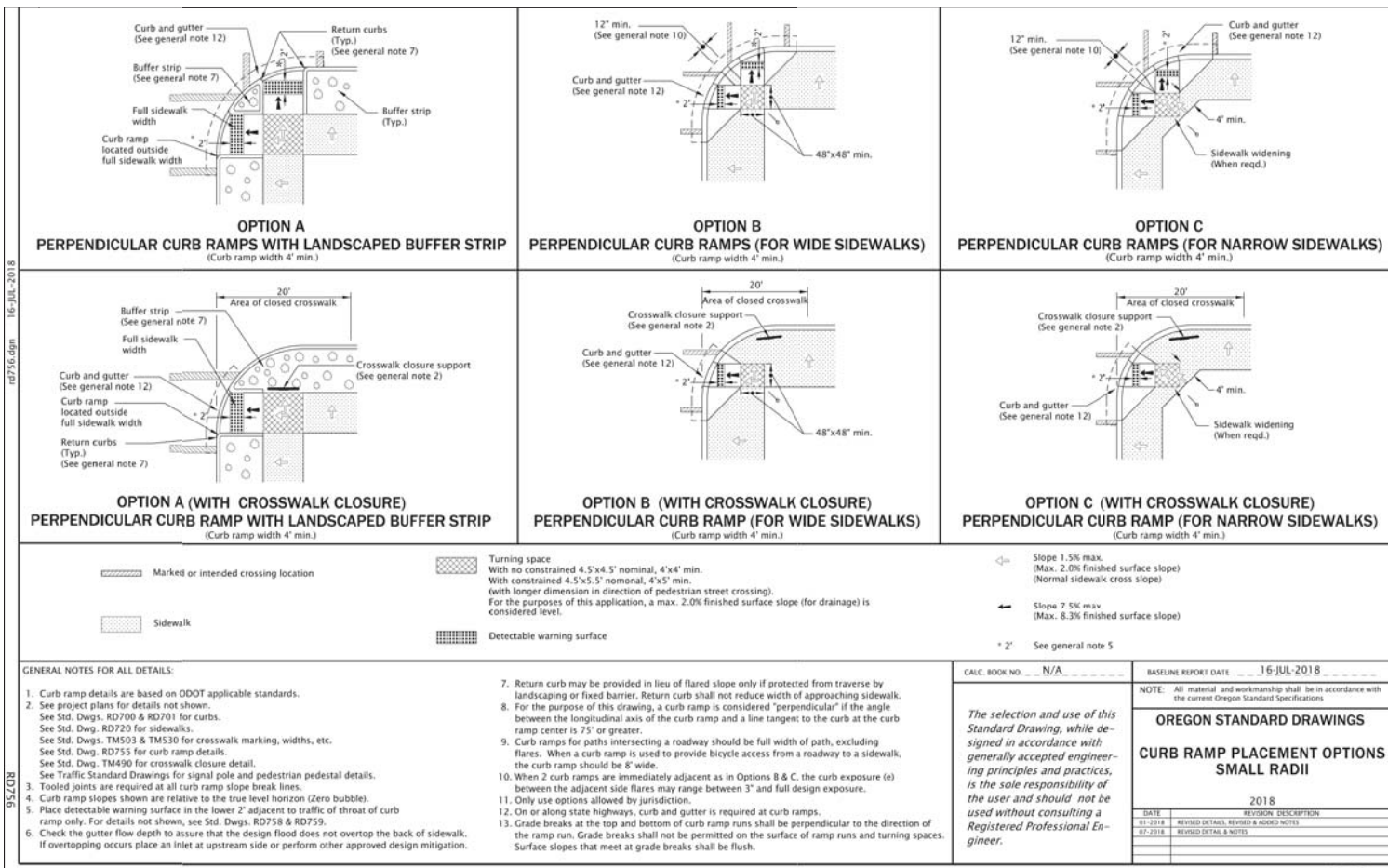
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DETAILS

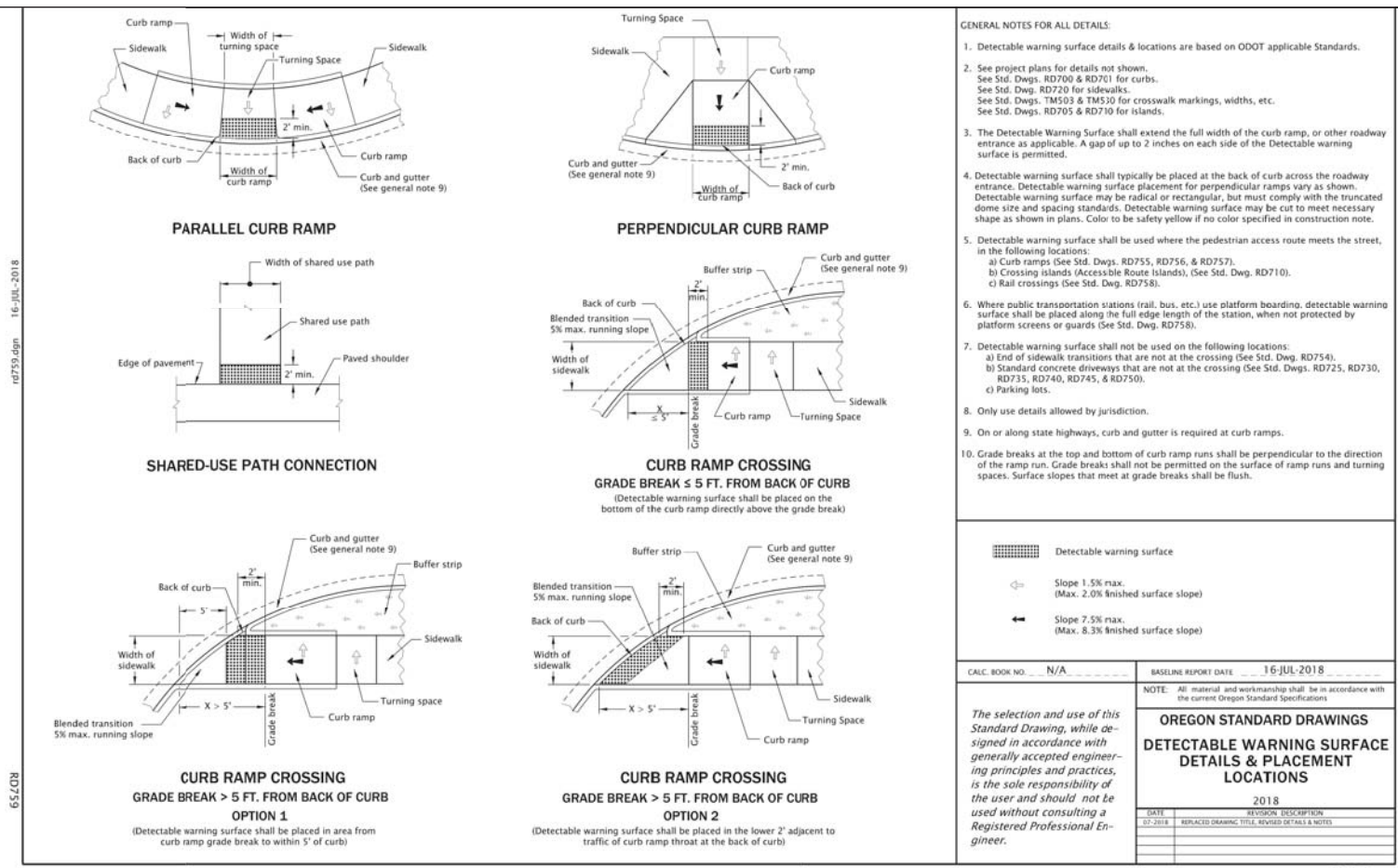
INDEPENDENT WAY
 TOLMAN CREEK ROAD TO WASHINGTON STREET
 ASHLAND, OREGON

SHEET 14

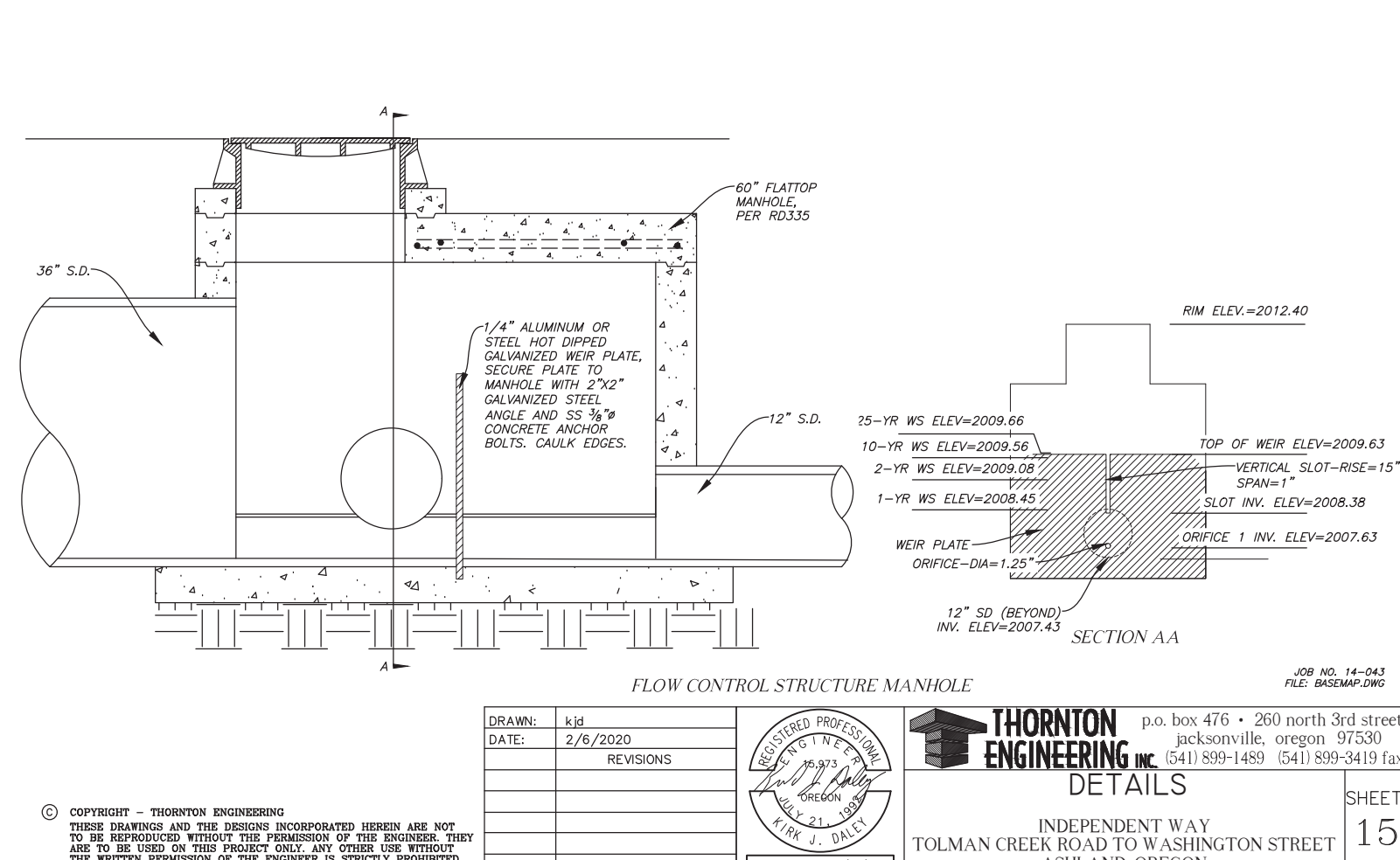
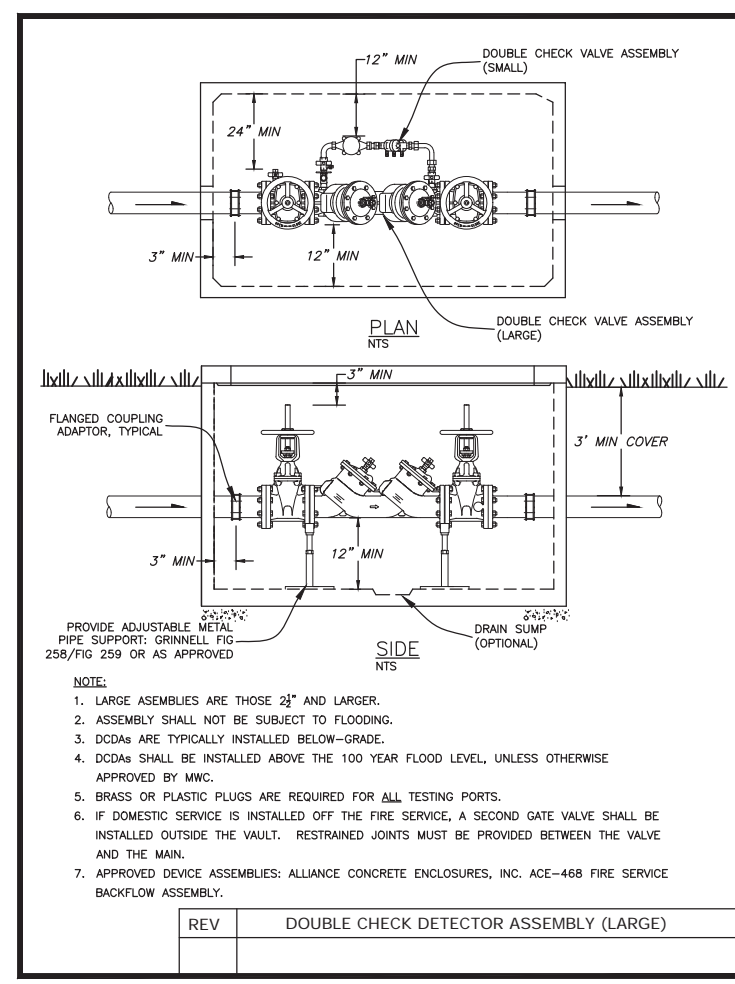
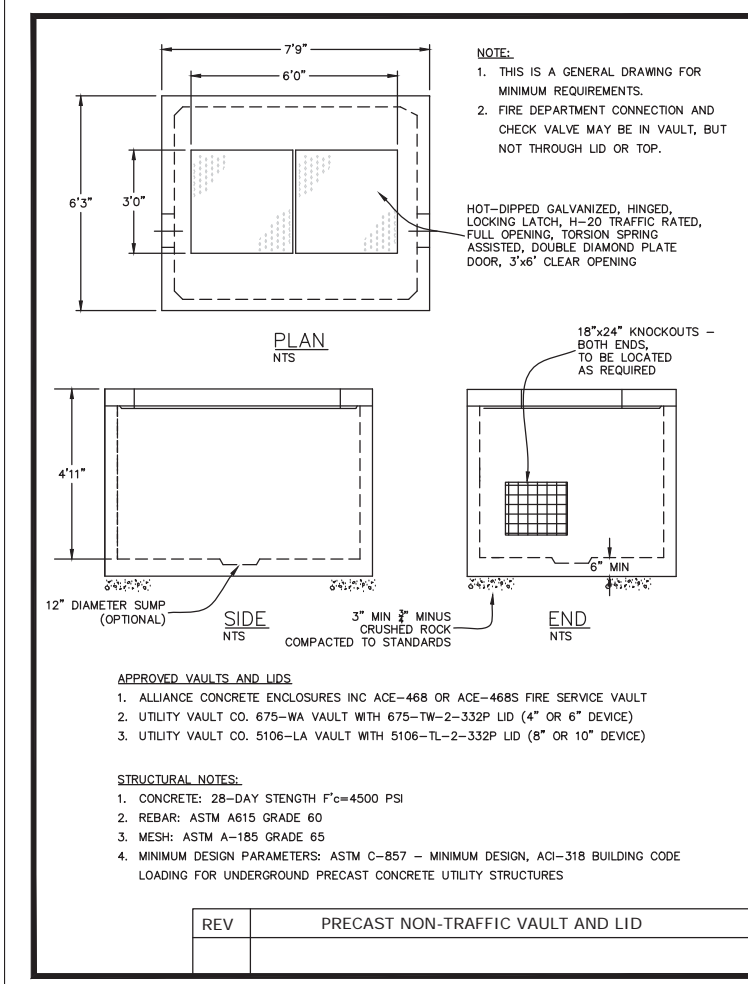
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Effective Date: December 1, 2018 – May 31, 2019



Effective Date: December 1, 2018 – May 31, 2019



DRAWN: kjd
DATE: 2/6/2020



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DETAILS

INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET
ASHLAND, OREGON

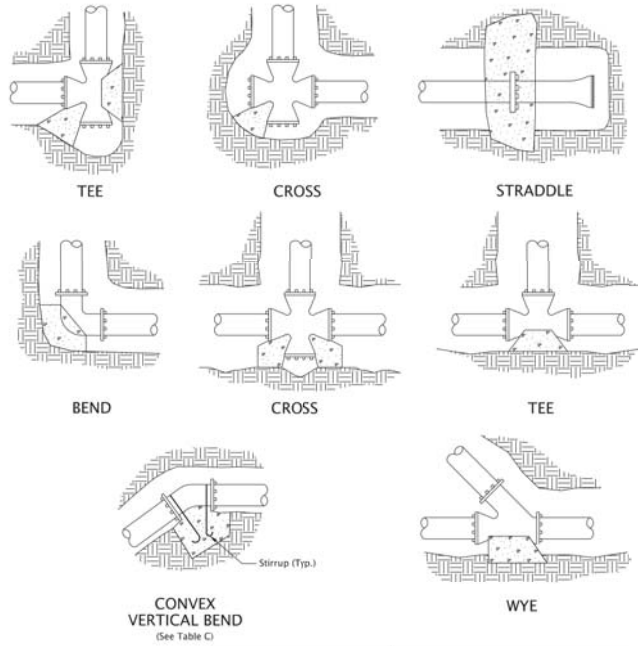
SHEET 15

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THRUST BLOCKING

TABLE A CONCRETE THRUST BLOCKING (HORIZONTAL)					
PIPE DIA.	Table Pressure PSI	Thrust (T) at fittings in Pounds			
		Tee & Dead Ends	90 deg Bend	45 deg Bend	22.5 deg Bend
4"	250	3035	4320	2315	1215
6"	250	6860	9735	5215	2720
8"	250	12185	17310	9265	4835
10"	250	19045	27045	14480	7560
12"	250	27405	38940	20840	10880
14"	250	37320	53010	28370	14815
16"	250	48740	69245	37050	19360

TABLE C CONCRETE BLOCKING FOR CONVEX VERTICAL BENDS					
PIPE DIA. in.	Table Pressure PSI	Bend Angle (deg)	DIMENSION TABLE		
			Concrete Volume (cy)	Cube Size (ft)	Stirrup Dia. (in)
4"	250	11.25	0.21	1.8	1/4"
		22.5	0.43	2.3	
6"	250	11.25	0.48	2.4	1/4"
		22.5	0.95	3.0	
8"	250	11.25	1.65	3.5	1/4"
		22.5	3.22	4.4	
10"	250	11.25	1.39	3.3	1/4"
		22.5	2.62	4.1	
12"	250	11.25	2.62	4.1	1/4"
		22.5	3.91	4.7	
14"	250	11.25	1.94	3.7	1/4"
		22.5	3.44	4.5	
16"	250	11.25	3.44	4.5	1/4"
		22.5	6.89	5.7	



THRUST BLOCK BEARING AREA EQUATION

NOTE: WHEN THRUST BLOCK BEARING AREA IS NOT SPECIFIED ON THE PLANS OR DETERMINED BY THE ENGINEER, USE THE FOLLOWING PROCEDURE TO DETERMINE REQUIRED BEARING AREA.

- Determine thrust (T) for type of fitting or joint and size of pipe from Table A.
- Determine Design (Test) Pressure from Standard Specifications or Special Provisions.
- Determine Table Pressure from Table A.
- Determine Soil Bearing Capacity (B) of soil from Table B.
- Determine required bearing area (A) in sq. ft. as follows:

$$\text{Thrust Block} = A = \left(\frac{T}{B} \right) \left(\frac{\text{Design (Test) Pressure}}{\text{Table Pressure}} \right)$$

Example: Design (Test) Pressure = 150 PSI
 Pipe = 14"
 Fitting = Tee
 Soil = Sand
 From Table A, T = 37320
 From Table B, B = 2000

$$A = \left(\frac{37320}{2000} \right) \left(\frac{150}{250} \right) = 11.2 \text{ sq. ft.}$$

GENERAL NOTES FOR ALL DETAILS:

- Contractor to provide blocking adequate to withstand full test pressure.
- Pour concrete blocking against undisturbed earth.
- All concrete shall be commercial grade concrete.
- Wrap pipe and/or fittings with 2 layers of polyethylene film where in contact with concrete.
- Keep concrete clear of all joints and accessories.
- Stirrups shall be deformed galvanized cold rolled steel AASHTO M31 (ASTM A615), Grade 60. Coat with coal tar epoxy after installation.
- See project plans for details not shown.

Calc. Book No. N/A
 Baseline Report Date: 25-JUL-2017

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

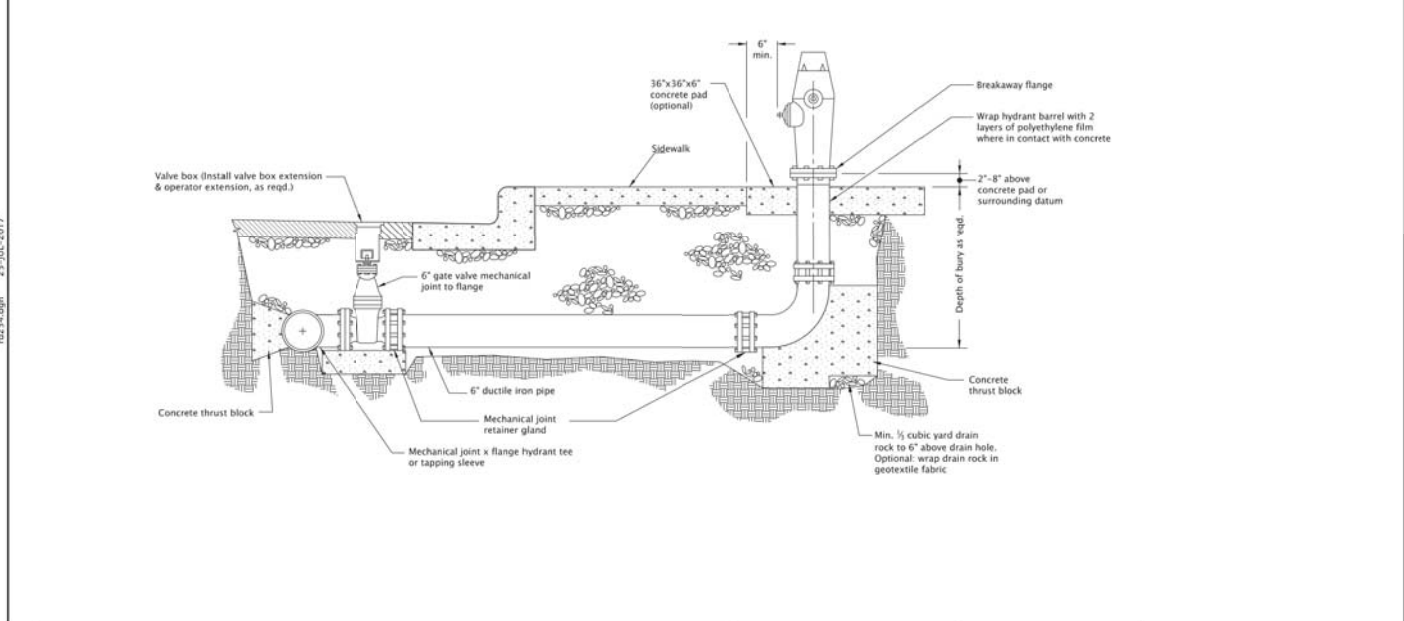
OREGON STANDARD DRAWINGS

THRUST BLOCKING

2018

Effective Date: December 1, 2018 - May 31, 2019

HYDRANT ASSEMBLY



GENERAL NOTES FOR ALL DETAILS:

- When pipe is shorter than 18', no joints allowed. Use mechanical joint retainer glands. Two 1/2" galvanized tie rods may be used in lieu of thrust blocks for installations less than 18' long. Coat tie rods with two coats of coal tar epoxy.
- When pipe is longer than 18' retainer glands not required.
- There shall be a minimum of 18" horizontal clearance around hydrant.
- When placed adjacent to curb, hydrant port shall be 24" from face of curb.
- Concrete thrust blocks shall be constructed as per thrust blocking Std. Dwg. RD250. Do not block drain holes.
- Extensions required for hydrant systems shall be installed to the manufacturer's specifications.
- Hydrants shall be placed to provide a minimum of 5' clearance from driveways, poles, and other obstructions.
- Hydrant pumper port shall face direction of access.
- Set hydrant plumb in all directions.
- See project plans for details not shown.

Calc. Book No. N/A
 Baseline Report Date: 25-JUL-2017

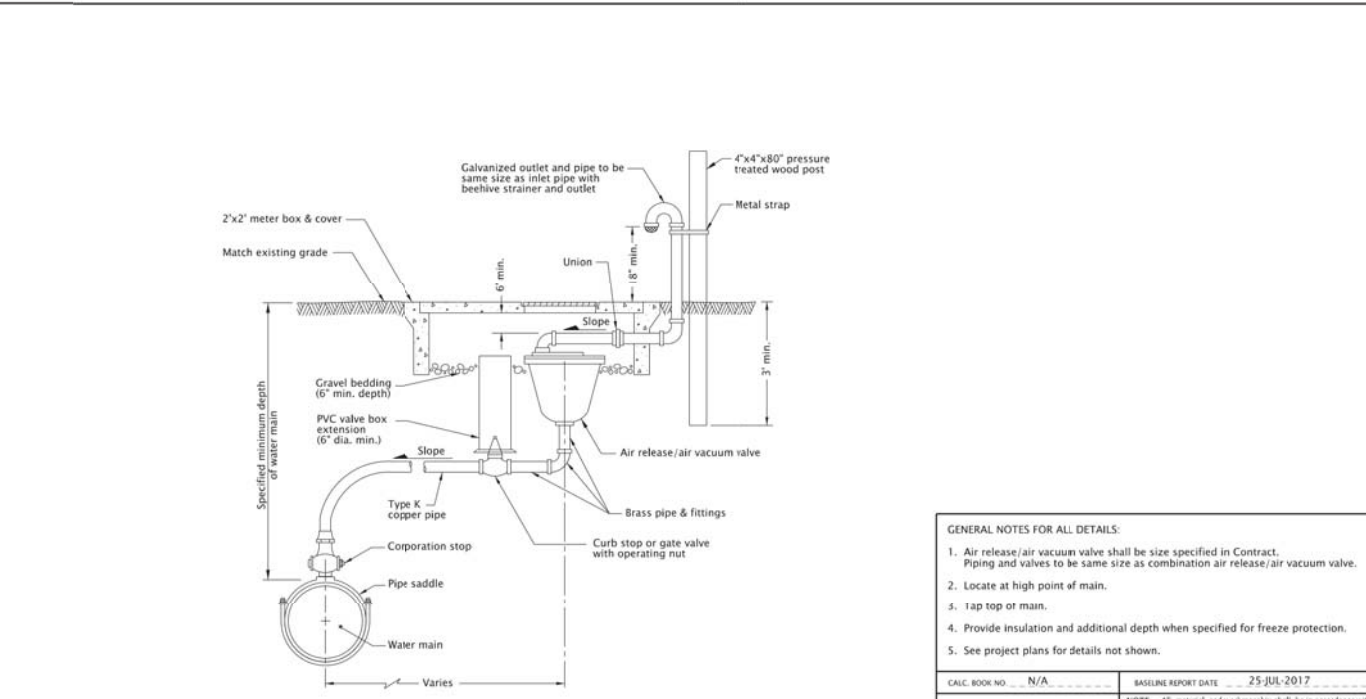
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

HYDRANT INSTALLATION

2018

Effective Date: December 1, 2018 - May 31, 2019



GENERAL NOTES FOR ALL DETAILS:

- Air release/air vacuum valve shall be size specified in Contract. Piping and valves to be same size as combination air release/air vacuum valve.
- Locate at high point of main.
- Tap top or main.
- Provide insulation and additional depth when specified for freeze protection.
- See project plans for details not shown.

Calc. Book No. N/A
 Baseline Report Date: 25-JUL-2017

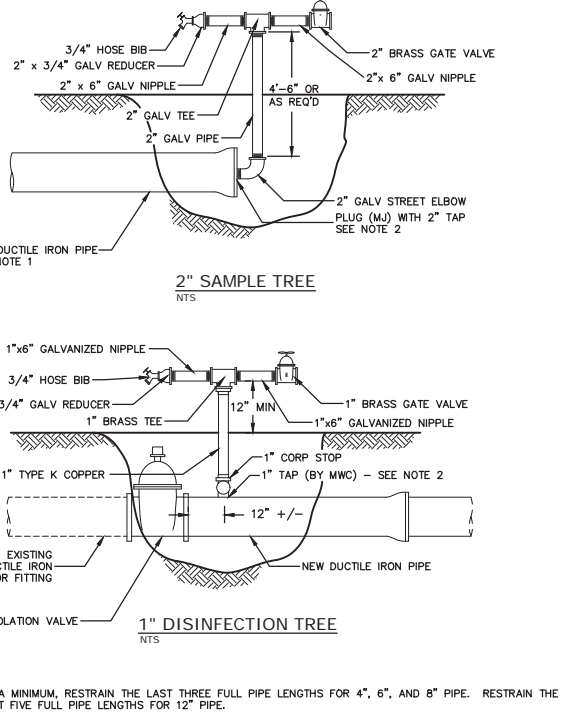
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

COMBINATION AIR RELEASE AIR VACUUM VALVE ASSEMBLY (2" AND SMALLER)

2018

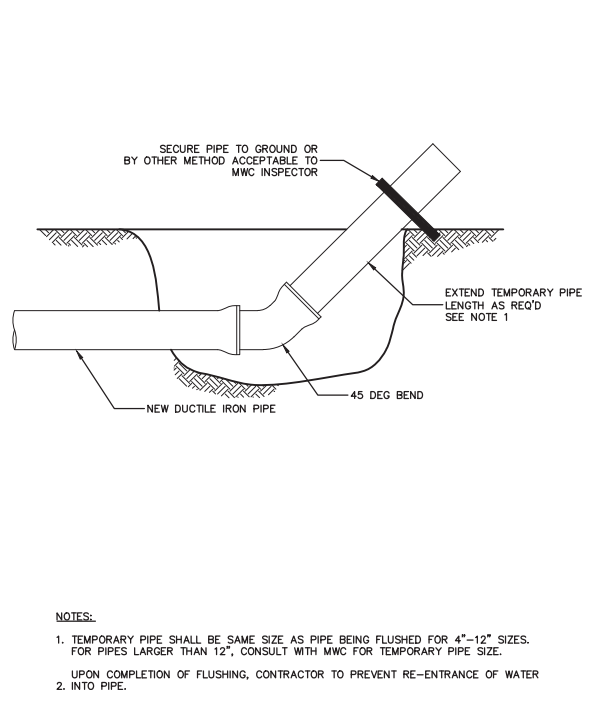
Effective Date: December 1, 2018 - May 31, 2019



GENERAL NOTES FOR ALL DETAILS:

- AT A MINIMUM, RESTRAIN THE LAST THREE FULL PIPE LENGTHS FOR 4", 6", AND 8" PIPE. RESTRAIN THE LAST FIVE FULL PIPE LENGTHS FOR 12" PIPE.
- UPON COMPLETION OF REQUIRED TESTS AND AFTER CONFIRMATION OF SAMPLE RESULTS, CONTRACTOR TO REMOVE TREE ASSEMBLY IN PRESENCE OF MWC INSPECTOR. MWC TO PROVIDE EITHER 2" GALV OR 1" BRASS PLUG.

REV 10/09 SAMPLE AND DISINFECTION TREES STANDARD DETAIL NO. 102



GENERAL NOTES:

- TEMPORARY PIPE SHALL BE SAME SIZE AS PIPE BEING FLUSHED FOR 4"-12" SIZES. FOR PIPES LARGER THAN 12", CONSULT WITH MWC FOR TEMPORARY PIPE SIZE.
- UPON COMPLETION OF FLUSHING, CONTRACTOR TO PREVENT RE-ENTRANCE OF WATER INTO PIPE.

REV 10/09 FULL SIZE FLUSH POINT STANDARD DETAIL NO. 103

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DRAWN: kjd
 DATE: 2/6/2020

REVISIONS

REGISTERED PROFESSIONAL ENGINEER
 KIRK J. DALEY
 OREGON
 JULY 21, 1995
 RENEWAL DATE: 12/31/2021

THORNTON ENGINEERING INC.
 p.o. box 476 • 260 north 3rd street
 jacksonville, oregon 97530
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DETAILS

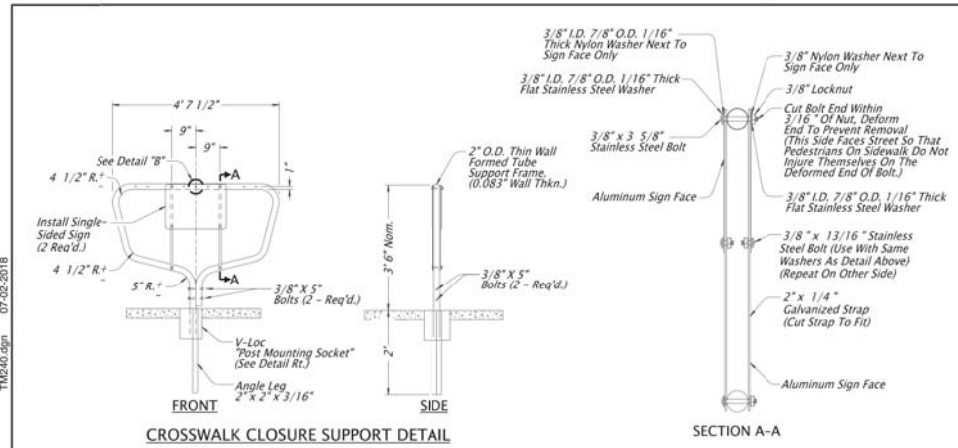
INDEPENDENT WAY
 TOLMAN CREEK ROAD TO WASHINGTON STREET
 ASHLAND, OREGON

SHEET 16

JOB NO. 14-043
 FILE: BASEMAP.DWG

TM240.dgn 07-02-2018

TM240



SIGN DETAIL
OR22-7
24" x 18"

Drill 3/8" Dia. Bolt Hole At Each Corner Where Needed.

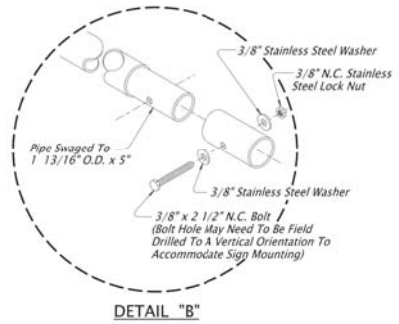


NOTE:
Care Shall Be Taken That No Concrete Is Placed Within Mounting Socket.

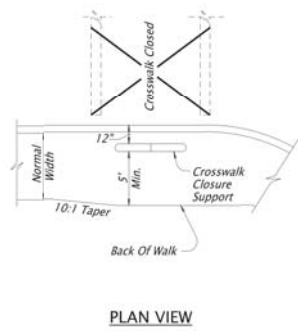
CALC. BOOK NO. N/A	BASLINE REPORT DATE 12/09/18
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.	
OREGON STANDARD DRAWINGS	
CROSSWALK CLOSURE DETAIL	
DATE 2018	
REVISION DESCRIPTION	
FILE NO. Transferred TM240 to sign drawings in TM240 notes	

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: December 1, 2018 - May 31, 2019 TM240



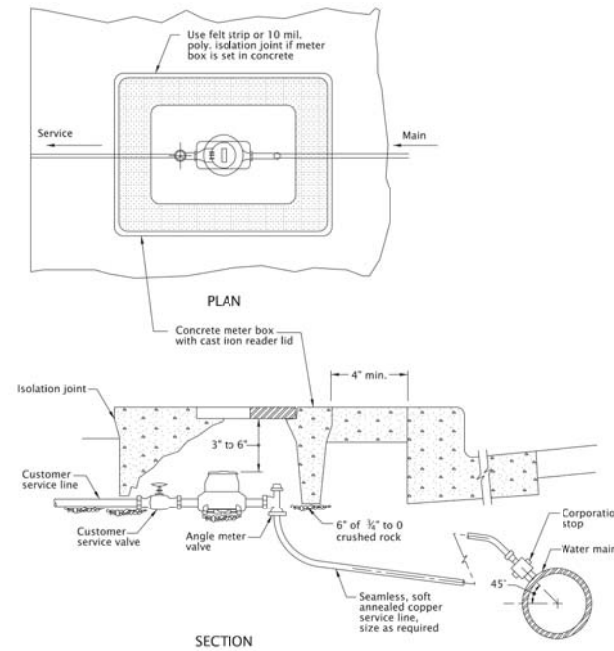
GENERAL NOTES:
1. All Holes In The Tube Support Frame To Be Pre-drilled By The Manufacturer. (1.32" Larger Than Mounting Bolt)
2. Pipe Swaged By The Manufacturer.



prof11e, TM200a, 300a.dgn :: Default 1/5/2018 9:51:47 AM hwy22m

RD274.dgn 25-JUL-2017

RD274



GENERAL NOTES FOR ALL DETAILS:

- Meter to be centered and set plumb inside meter box.
- Manufactured meter setter may be used for 1/2" to 2" services.
- Set meter box 4" minimum behind curb or sidewalk.
- Meter boxes set in driveways shall have traffic lids.
- See project plans for meter box size.
- See project plans for details not shown.

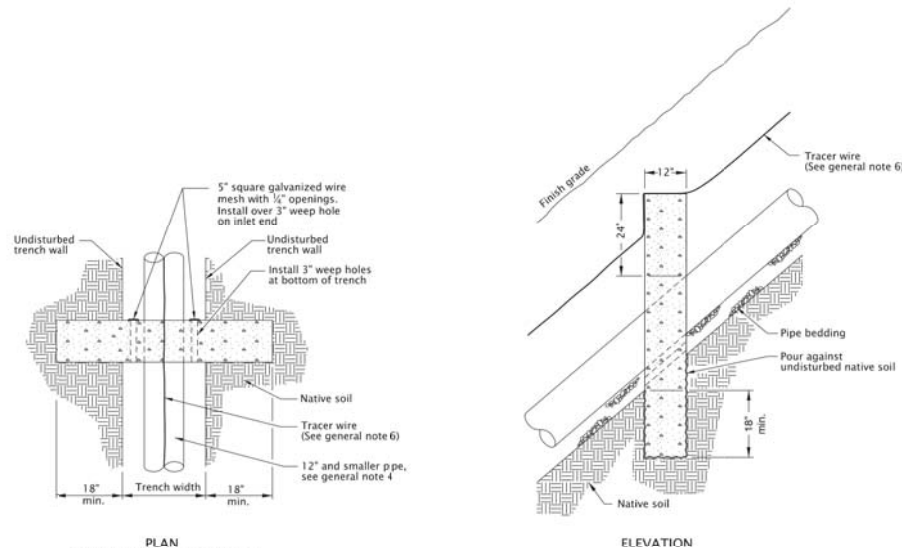
CALC. BOOK NO. N/A	BASLINE REPORT DATE 25-JUL-2017
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.	
OREGON STANDARD DRAWINGS	
3/4" TO 2"	
WATER SERVICE CONNECTION	
DATE 2018	
REVISION DESCRIPTION	

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: June 1, 2019 - November 30, 2019 RD274

RD332.dgn 25-JUL-2017

RD332



GENERAL NOTES FOR ALL DETAILS:

- Concrete pipe anchors shall be constructed using forms when sewers, storm drains and other pipelines are constructed with slopes 20% or greater. Remove forms prior to backfilling trench.
- All concrete shall be commercial grade concrete.
- Center to center max. spacing of concrete pipe anchors shall be:

SLOPE	SPACING (on slope)
20-34%	35"
35-50%	25"
50+ %	15' or concrete encasement

- Dimensions for embedment for pipes larger than 12" shall be approved by the engineer.
- See Std. Dwg. RD360 & RD304 for pipe installation details.
- See Std. Dwg. RD334 for tracer wire details (When required).

CALC. BOOK NO. N/A	BASLINE REPORT DATE 12-JAN-2015
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.	
OREGON STANDARD DRAWINGS	
PIPE SLOPE ANCHORS - CONCRETE	
DATE 2018	
REVISION DESCRIPTION	

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: December 1, 2018 - May 31, 2019 RD332

R-8707

Metropolitan Collection Tree Grate

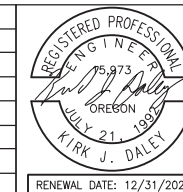
60" x 60"



18" diameter expandable tree opening. Available with cast 24" tree opening. .25" slot openings. 525 pounds per set. Available with light openings.

JOB NO. 14-043
FILE: BASEMAP.DWG

DRAWN:	kjd
DATE:	2/6/2020
REVISIONS	



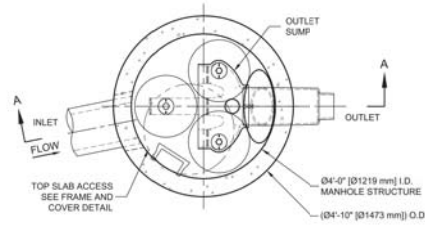
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DETAILS

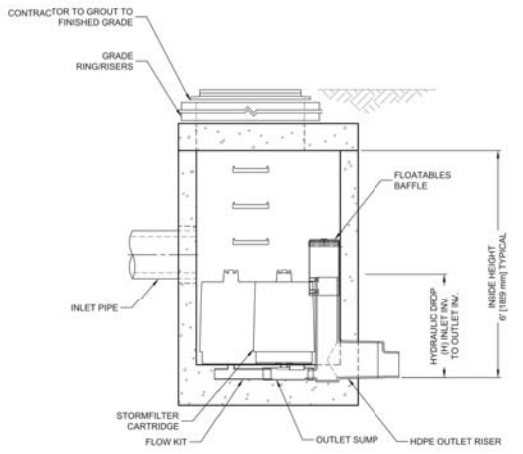
INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET
ASHLAND, OREGON

SHEET 17

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PLAN VIEW
STANDARD OUTLET RISER
FLOWKIT: 40A



SECTION A-A



STORMFILTER DESIGN NOTES

STORMFILTER TREATMENT CAPACITY IS A FUNCTION OF THE CARTRIDGE SELECTION AND THE NUMBER OF CARTRIDGES. THE STANDARD MANHOLE STYLE IS SHOWN WITH THE MAXIMUM NUMBER OF CARTRIDGES (3). VOLUME SYSTEM IS ALSO AVAILABLE WITH MAXIMUM 3 CARTRIDGES. 6M (1219 mm) MANHOLE STORMFILTER PEAK HYDRAULIC CAPACITY IS 1.0 CFS (28.3 L/s). IF THE SITE CONDITIONS EXCEED 1.0 CFS (28.3 L/s) AN UPSTREAM BYPASS STRUCTURE IS REQUIRED.

CARTRIDGE SELECTION	27" (686 mm)	18" (458 mm)	LOW DROP
CARTRIDGE HEIGHT	3.09" (78.5 mm)	2.3" (58.4 mm)	1.8" (45.7 mm)
RECOMMENDED HYDRAULIC DROP (ft)	2.1 (30)	1.67 (1.08)	1.0 (65)
SPECIFIC FLOW RATE (gpm/ft ²) [L/m ²]	22.5 (1.42)	18.79 (1.19)	11.25 (0.71)
CARTRIDGE FLOW RATE (gpm) [L/s]	11.25 (0.71)	12.53 (0.78)	7.5 (0.44)

* 1.67 gpm/ft² (1.08 L/m²) SPECIFIC FLOW RATE IS APPROVED WITH PHOSPHOSORB® (PSORB) MEDIA ONLY



FRAME AND COVER
(DIAMETER VARIES)
N.T.S.

SITE SPECIFIC DATA REQUIREMENTS

STRUCTURE ID	SCWGH#1
WATER QUALITY FLOW RATE (cfs) [L/s]	051
PEAK FLOW RATE (cfs) [L/s]	1.0
RETURN PERIOD OF PEAK FLOW (hrs)	10
CARTRIDGE HEIGHT (SEE TABLE ABOVE)	18"
NUMBER OF CARTRIDGES REQUIRED (3)	
CARTRIDGE FLOW RATE	CART
MEDIA TYPE (PEARLITE, ZPO, PSORB)	ZPO

PIPE DATA:

INLET PIPE #1	MATERIAL	DIAMETER
2007.23	PVC	12"
N/A	N/A	N/A
2004.93	PVC	12"

RIM ELEVATION: 2012.79

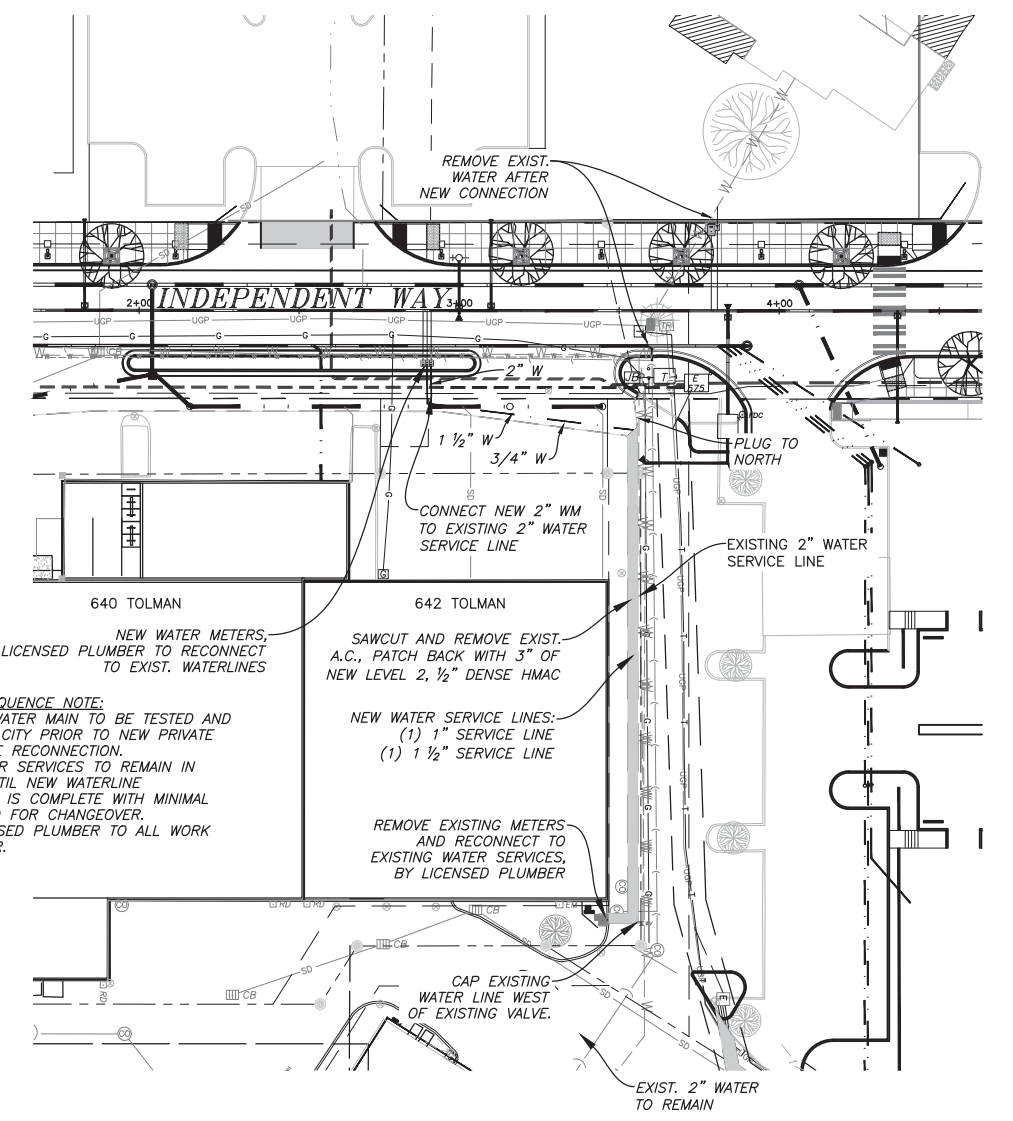
ANTI-FLOTATION BALLAST: WIDTH HEIGHT

NOTES/SPECIAL REQUIREMENTS:
ADD SORBENT HOOD COVERS
* PER ENGINEER OF RECORD

- GENERAL NOTES**
- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
 - DIMENSIONS MARKED WITH [] ARE REFERENCE DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
 - FOR SITE SPECIFIC DRAWINGS WITH DETAILED VAULT DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.contechES.com
 - STORMFILTER WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
 - STRUCTURE SHALL MEET AASHTO HS-20 LOAD RATING, ASSUMING EARTH COVER OF 5' (1524 mm) AND GROUNDWATER ELEVATION AT OR BELOW THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M206 AND BE CAST WITH THE CONTECH LOGO.
 - FILTER CARTRIDGES SHALL BE MEDIA-FILLED, PASSIVE, SIPHON ACTUATED, RADIAL FLOW, AND SELF-CLEANING. RADIAL MEDIA DEPTH SHALL BE 7-INCHES (178 mm). FILTER MEDIA CONTACT TIME SHALL BE AT LEAST 38 SECONDS.
 - SPECIFIC FLOW RATE IS EQUAL TO THE FILTER TREATMENT CAPACITY (gpm) [L/s] DIVIDED BY THE FILTER CONTACT SURFACE AREA (sq ft) [m²].
 - STORMFILTER STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-478 AND AASHTO LOAD FACTOR DESIGN METHOD.
- INSTALLATION NOTES**
- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
 - CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE STORMFILTER STRUCTURE.
 - CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLY STRUCTURE.
 - CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET PIPES.
 - CONTRACTOR TO PROVIDE AND INSTALL CONNECTOR TO THE OUTLET RISER STUB. STORMFILTER EQUIPPED WITH A DUAL DIAMETER HOPE OUTLET STUB AND SAND COLLAR. IF OUTLET PIPE IS LARGER THAN 8 INCHES (203 mm), CONTRACTOR TO REMOVE THE 8 INCH (203 mm) OUTLET STUB AT MOUSED-IN CUT LINE. COUPLING BY FERRO-GR EQUAL AND PROVIDED BY CONTRACTOR.
 - CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT CARTRIDGES FROM CONSTRUCTION-RELATED EROSION RUNOFF.



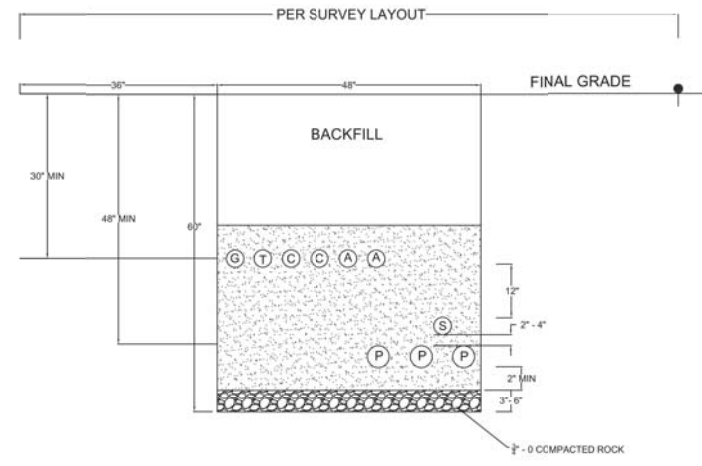
SFMH48
STORMFILTER
STANDARD DETAIL



- CONSTRUCTION SEQUENCE NOTE:**
- NEW PUBLIC WATER MAIN TO BE TESTED AND ACCEPTED BY CITY PRIOR TO NEW PRIVATE WATER SERVICE RECONNECTION.
 - EXISTING WATER SERVICES TO REMAIN IN OPERATION UNTIL NEW WATERLINE CONSTRUCTION IS COMPLETE WITH MINIMAL TIME REQUIRED FOR CHANGEOVER.
 - PRIVATE LICENSED PLUMBER TO ALL WORK BEYOND METER.

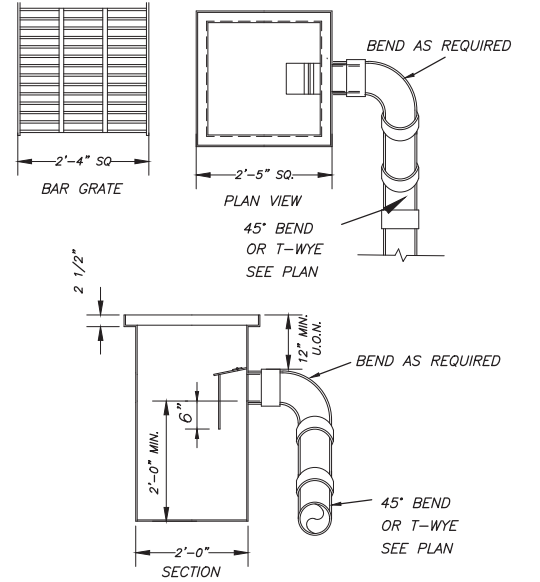
PLAN-EXISTING WATER SERVICE CONNECTION

SCALE: 1"=30'



- NOTES:**
- MINIMUM SEPARATION ELECTRIC & TELEPHONE/CATV = 12"
 - MINIMUM SEPARATION ELECTRIC & GAS = 36"
 - SAND AS SHOWN
 - P= PRIMARY (4") A= ASHLAND FIBER NETWORK (2")
 - T= TELEPHONE (2") C=CABLE (2") G=GAS (2") S=STREET LIGHTS (2")
 - BACKFILL TO BE FREE OF LARGE OR SHARP ROCKS
 - SAND MUST PASS THROUGH A NO. 10 SIEVE FRAME
 - GRADE TO BE WITHIN 2% OF FINAL BEFORE UTILITY PLACEMENT
 - INSTALL PULL LINE...500LB STRENGTH EXTENDING 6' EACH END OF CONDUIT
 - USE RED 1 SACK SLURRY IN STREET CROSSINGS (INCLUDING NEW CONSTRUCTION)
 - USE FIBERGLASS SWEEPS

SHARED UTILITY TRENCH (NOT TO SCALE)



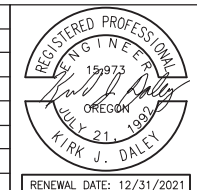
- AREA DRAIN NOTES:**
- WELDED 10 GA. MILD STEEL, COATED ALL SURFACES W/ ASPHALTIC PAINT.
 - WELDED STEEL DROP-IN BAR GRATE (ASTM A36). 16,000 LB UNIFORM LOAD CAPACITY.
 - AS MANUFACTURED BY: GRATEMASTER IRONWORKS OR APPROVED EQUAL.
 - FOR PRIVATE AND PUBLIC USE, SEE PLAN.

CATCH BASIN DETAIL
No Scale

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CALL FOR UTILITY LOCATE 48 HOURS PRIOR TO EXCAVATION - 1-800-332-2344

DRAWN:	kjd
DATE:	2/6/2020
REVISIONS:	

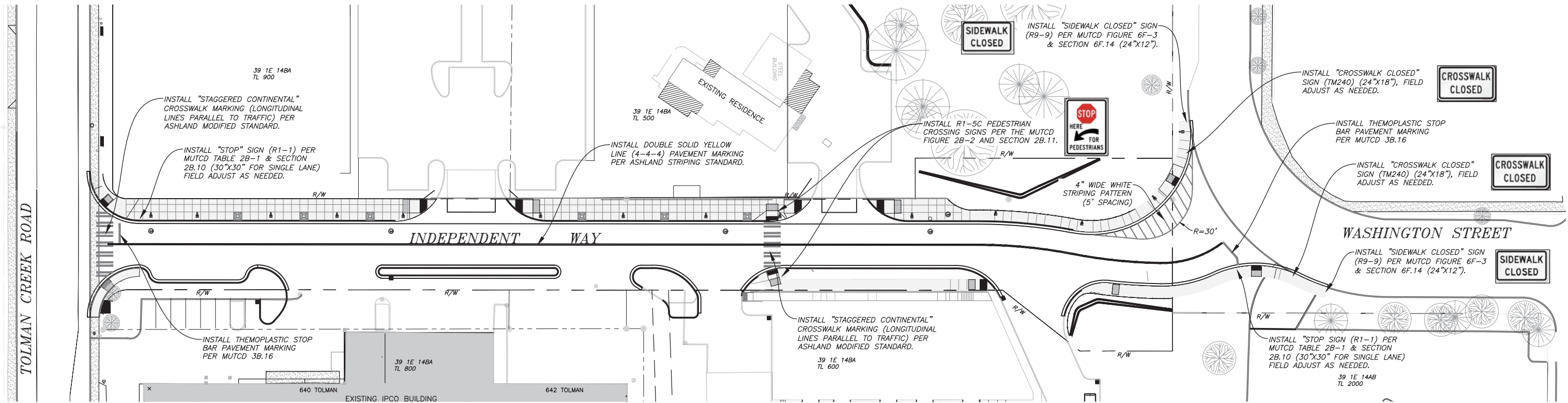


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jacksonville, oregon 97530
(541) 899-1489 (541) 899-3419 fax

INDEPENDENT WAY
OFFSITE PRIVATE WATER CONNECTIONS
INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET
ASHLAND, OREGON

SHEET 18

JOB NO. 14-043
FILE: BASEMAP.DWG



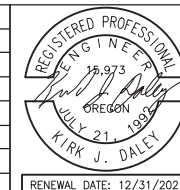
STRIPING AND SIGNAGE PLAN - INDEPENDENT WAY

SCALE: 1"=30'
 0 30 60

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DRAWN:	kjd
DATE:	2/6/2020
REVISIONS	



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STRIPING AND SIGNAGE PLAN

INDEPENDENT WAY
 TOLMAN CREEK ROAD TO WASHINGTON STREET
 ASHLAND, OREGON

SHEET S1

EROSION & SEDIMENT CONTROL PLANS INDEPENDENT WAY

NARRATIVE DESCRIPTIONS	
PROPERTY LOCATION/DESCRIPTION	Independent Way--Between Washington Street and Tolman Creek Road Adjacent to 39-1E-148A, tax lots 100, 500, 600 and 900 Ashland, Jackson County, Oregon 42.1835N, 122.6701W
LATITUDE/LONGITUDE	
EXISTING SITE CONDITIONS	Undeveloped
DEVELOPED CONDITIONS	City Street
DISTURBED AREA	1.2 Acres
SITE SOIL CLASSIFICATION	23A (22%) - CAMAS-NEWBERG-EVANS 0-3 PERCENT SLOPES 100A (78%) - KUBLI LOAM 3 PERCENT SLOPES
ON-SITE SOILS HAVE A SLIGHT EROSION POTENTIAL. EXCESS SOILS GENERATED FROM EXCAVATION, GRADING AND TRENCHING ACTIVITIES FOR EACH PHASE MAY BE TEMPORARILY STORED ON THE SITE WITHIN UNDEVELOPED AREAS. EXCESS SOILS AT THE TIME OF THE FINAL PHASE OR AT ANY TIME PRIOR MAY BE REMOVED AND PLACED OFFSITE.	
RECEIVING WATER BODY	Hamilton Creek

SITE INSPECTION INFORMATION	
PERMITEE'S SITE INSPECTOR:	KEVIN GOLDEN
COMPANY/AGENCY:	CITY OF ASHLAND
PHONE:	541-552-2413
E-MAIL:	Kevin.golden@ashland.or.us
DESCRIPTION OF EXPERIENCE:	CESCL and ESCI certified since 2016. Main inspector on over 50 large scale developments.

INSPECTION SCHEDULE	
SITE CONDITION	MINIMUM FREQUENCY
ACTIVE PERIOD	DAILY WHEN STORMWATER RUNOFF, INCLUDING RUNOFF FROM SNOW MELT, IS OCCURRING. AT LEAST ONCE EVERY 14 CALENDAR DAYS, REGARDLESS OF WHETHER STORMWATER RUNOFF IS OCCURRING.
PRIOR TO THE SITE BECOMING INACTIVE OR IN ANTICIPATION OF SITE INACCESSIBILITY	ONCE TO ENSURE THAT EROSION AND SEDIMENT CONTROL MEASURES ARE IN WORKING ORDER. ANY NECESSARY MAINTENANCE AND REPAIR MUST BE MADE BEFORE LEAVING THE SITE.
INACTIVE PERIODS GREATER THAN SEVEN (7) CONSECUTIVE CALENDAR DAYS	ONCE EVERY MONTH.
PERIODS DURING WHICH THE SITE IS INACCESSIBLE DUE TO INCLEMENT WEATHER	IF PRACTICAL, INSPECTIONS MUST OCCUR DAILY AT A RELEVANT AND ACCESSIBLE DISCHARGE POINT OR DOWNSTREAM LOCATION.
PERIODS DURING WHICH DISCHARGE IS UNLIKELY DUE TO FROZEN CONDITIONS.	MONTHLY. RESUME MONITORING IMMEDIATELY UPON MELT, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.

HOLD A PRE-CONSTRUCTION MEETING OF PROJECT CONSTRUCTION PERSONNEL THAT INCLUDES THE EC INSPECTOR. ALL INSPECTIONS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-C PERMIT REQUIREMENTS.

INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-C PERMIT REQUIREMENTS.

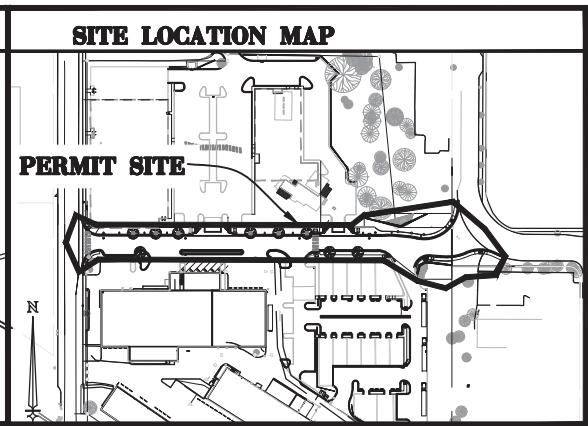
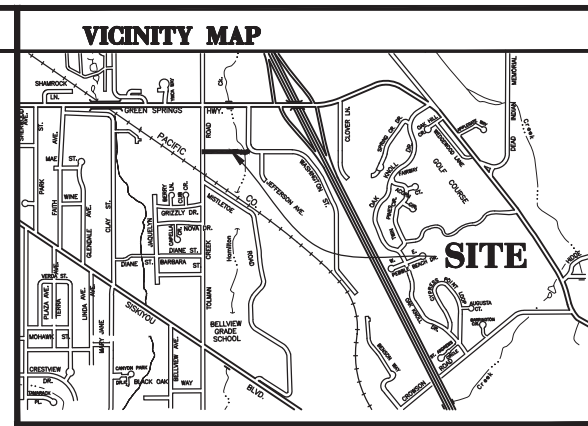
CHANGES TO THE APPROVED ESC PLAN MUST BE SUBMITTED TO RVS IN THE FORM OF AN ACTION PLAN.

RATIONALE STATEMENT

A COMPREHENSIVE LIST OF AVAILABLE BEST MANAGEMENT PRACTICES (BMP) OPTIONS BASED ON DEQ'S GUIDANCE MANUAL HAS BEEN REVIEWED TO COMPLETE THIS EROSION AND SEDIMENT CONTROL PLAN. SOME OF THE ABOVE LISTED BMP'S WERE NOT CHOSEN BECAUSE THEY WERE DETERMINED TO NOT EFFECTIVELY MANAGE EROSION PREVENTION AND SEDIMENT CONTROL FOR THIS PROJECT BASED ON SPECIFIC SITE CONDITIONS, INCLUDING SOIL CONDITIONS TOPOGRAPHIC CONSTRAINTS, ACCESSIBILITY TO THE SITE, AND OTHER RELATED CONDITIONS, AS THE PROJECT PROGRESSES AND THERE IS A NEED TO REVISE THE ESC PLAN, AN ACTION PLAN WILL BE SUBMITTED.

GENERAL NOTES	
1. Hold a pre-construction meeting of project construction personnel that includes the inspector to discuss erosion and sediment control measures and construction limits. (Schedule A.8.c.i.(3))	22. Implement the following BMPs when applicable: written spill prevention and response procedures, employee training on spill prevention and proper disposal procedures, spill kits in all vehicles, regular maintenance schedule for vehicles and machinery, material delivery and storage controls, training and signage, and covered storage areas for waste and supplies. (Schedule A 7.e.iii.)
2. All inspections must be made in accordance with DEQ 1200-C permit requirements (Schedule A.12.b and Schedule B.1).	23. Use water, soil-binding agent or other dust control technique as needed to avoid wind-blown soil. (Schedule A 7.a.iv)
3. Inspection logs must be kept in accordance with DEQ's 1200-C permit requirements (Schedule B.1.e and B.2).	24. The application rate of fertilizers used to reestablish vegetation must follow manufacturer's recommendations to minimize nutrient releases to surface waters. Exercise caution when using time-release fertilizers within any waterway riparian zone. (Schedule A.9.b.iii)
4. Retain a copy of the ESCP and all revisions on site and make it available on request to DEQ, Agent, or the local municipality. During inactive periods of greater than seven (7) consecutive calendar days, the above records must be retained by the permit registrant, but do not need to be at the construction site (Schedule B.2.c).	25. If an active treatment system (for example, electro-coagulation, flocculation, filtration, etc.) for sediment or other pollutant removal is employed, submit an operation and maintenance plan (including system schematic, location of system, location of inlet, location of discharge, discharge dispersion device design, and a sampling plan and frequency) before operating the treatment system. Obtain plan approval before operating the treatment system. Operate and maintain the treatment system according to manufacturer's specifications. (Schedule A.9.d)
5. All permit registrants must implement the ESCP. Failure to implement any of the control measures or practices described in the ESCP is a violation of the permit. (Schedule A 8.a)	26. Temporarily stabilize soils at the end of the shift before holidays and weekends, if needed. The registrant is responsible for ensuring that soils are stable during rain events at all times of the year. (Schedule A 7.b)
6. The ESCP must be accurate and reflect site conditions. (Schedule A.12.c.i)	27. As needed based on weather conditions, at the end of each workday soil stockpiles must be stabilized or covered, or the BMP's must be implemented to prevent discharges to surface waters or conveyance systems leading to surface waters. (Schedule A.7.e.ii (2))
7. Submission of all ESCP revisions is not required. Submittal of the ESCP revisions is only under specific conditions. Submit all necessary revision to DEQ or Agent within 10 days.. (Schedule A.12.c.iv and v)	28. Construction activities must avoid or minimize excavation and bare ground activities during wet weather. (Schedule A.7.a.i)
8. Phase clearing and grading to the maximum extent practical to prevent exposed inactive areas from becoming a source of erosion. (Schedule A 7.a.iii)	29. Sediment fence: remove trapped sediment before it reaches one third of the above ground fence height and before fence removal. (Schedule A.9.c.i)
9. Identify, mark, and protect (by construction fencing or other means) critical riparian areas and vegetation including important trees and associated rooting zones, and vegetation areas to be preserved. Identify vegetative buffer zones between the site and sensitive areas (e.g., wetlands), and other areas to be preserved, especially in perimeter areas. (Schedule A.8.c.i.(1) & (2))	30. Other sediment barriers (such as biobags): remove sediment before it reaches two inches depth above ground height, and before BMP removal. (Schedule A.9.c.i)
10. Preserve existing vegetation when practical and re-vegetate open areas. Re-vegetate open areas when practicable before and after grading or construction. Identify the type of vegetative seed mix used. (Schedule A.7.a.v)	31. Catch basins: clean before retention capacity has been reduced by fifty percent. Sediment basins and sediment traps: remove trapped sediments before design capacity has been reduced by fifty percent and at completion of project. (Schedule A.9.c.iii & iv)
11. Maintain and delineate any existing natural buffer within the 50-foot of water of the state (Schedule A.7.b.i and (2)(a)(b)).	32. Within 24 hours, significant sediment that has left the construction site, must be remediated. Investigate the cause of the sediment release and implement steps to prevent a recurrence of the discharge within the same 24 hours. Any in-stream clean up of sediment shall be performed according to the Oregon Division of State Lands required timeframe. (Schedule A.9.b.i)
12. Install perimeter sediment control, including storm drain inlet protection as well as all sediment basins, traps, and barriers prior to land disturbance (Schedule A.8.c.i (5))	33. The intentional washing of sediment into storm sewers or drainage ways must not occur. Vacuuming or dry sweeping and material pickup must be used to cleanup released sediments. (Schedule A.9.b.ii)
13. Control both peak flow rates and total stormwater volume, to minimize erosion at outlets and downstream channels and streambanks. (Schedule A.7.c)	34. The entire site must be temporarily stabilized using vegetation or a heavy mulch layer, temporary seeding, or other method should all construction activities cease for 30 days or more. (Schedule A.7.f.i)
14. Control sediment as needed along the site perimeter and at all operational internal storm drain inlets at all times during construction, both internally and at the site boundary. (Schedule A.7.d.i)	35. Provide temporary stabilization for that portion of the site where construction activities cease for 14 days or more with a covering of blown straw and a tackifier, loose straw, or an adequate covering of compost mulch until work resumes on that portion of the site. (Schedule A.7.f.ii)
15. Establish concrete truck and other concrete equipment washout areas before beginning concrete work. (Schedule A.8.c.i.(6))	36. Do not remove temporary sediment control practices until permanent vegetation or other cover of exposed areas is established. Once construction is complete and the site is stabilized, all temporary erosion controls and retained soils must be removed and disposed of properly, unless doing so conflicts with local requirements. (Schedule A.8.c.iii(1) and D.3.c.ii and iii)
16. Apply temporary and/or permanent soil stabilization measures immediately on all disturbed areas as grading progresses. Temporary or permanent stabilization measures are not required for areas that are intended to be left unvegetated, such as dirt access roads or utility pole pads. (Schedule A.8.c.ii.(3))	
17. Establish material and waste storage areas, and other non-stormwater controls. (Schedule A.8.c.i.(7))	
18. Prevent tracking of sediment onto public or private roads using BMPs such as: construction entrance, graveled (or paved) exits and parking areas, gravel all unpaved roads located onsite, or use an exit tire wash. These BMPs must be in place prior to land-disturbing activities. (Schedule A 7.d.ii and A.8.c.i.(4))	
19. When trucking saturated soils from the site, either use water-tight trucks or drain loads on site. (Schedule A.7.d.ii.(5))	
20. Control prohibited discharges from leaving the construction site, i.e., concrete wash-out, wastewater from cleanout of stucco, paint and curing compounds (Schedule A.6)	
21. Use BMPs to prevent or minimize stormwater exposure to pollutants from spills; vehicle and equipment fueling, maintenance, and storage; other cleaning and maintenance activities; and waste handling activities. These pollutants include fuel, hydraulic fluid, and other oils from vehicles and machinery, as well as debris, fertilizer, pesticides and herbicides, paints, solvents, curing compounds and adhesives from construction operations. (Schedule A.7.e.i.(2))	

INSPECTION FREQUENCY CHART	
SITE CONDITION	MINIMUM FREQUENCY
1. ACTIVE PERIOD	DAILY WHEN STORMWATER RUNOFF, INCLUDING RUNOFF FROM SNOWMELT, IS OCCURRING. AT LEAST ONCE EVERY TWO WEEKS, REGARDLESS OF WHETHER OR NOT RUNOFF IS OCCURRING.
2. PRIOR TO THE SITE BECOMING INACTIVE OR IN ANTICIPATION OF SITE INACCESSIBILITY	ONCE TO ENSURE THAT EROSION AND SEDIMENT CONTROL MEASURES ARE IN WORKING ORDER. ANY NECESSARY MAINTENANCE AND REPAIR MUST BE MADE PRIOR TO LEAVING THE SITE.
3. INACTIVE PERIODS GREATER THAN FOURTEEN (14) CALENDAR DAYS.	ONCE EVERY MONTH.
4. PERIODS DURING WHICH THE SITE IS INACCESSIBLE DUE TO INCLEMENT WEATHER.	IF PRACTICAL, INSPECTIONS MUST OCCUR DAILY AT A RELEVANT AND ACCESSIBLE DISCHARGE POINT OR DOWNSTREAM LOCATION.
5. PERIODS DURING WHICH DISCHARGE IS UNLIKELY DUE TO FROZEN CONDITIONS.	MONTHLY. RESUME MONITORING IMMEDIATELY UPON MELT, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.



CONTACTS	
OWNER	ENGINEER
CITY OF ASHLAND 20 EAST MAIN STREET ASHLAND, OREGON 97520	THORNTON ENGINEERING, INC. 260 N. 3RD STREET JACKSONVILLE, OR 97530 (541)-899-1489

SHEET INDEX	
EC1	COVER SHEET - EROSION AND SEDIMENT CONTROL PLAN
EC2	SITE PLAN - EROSION & SEDIMENT CONTROL PLAN
EC3	DETAILS - EROSION & SEDIMENT CONTROL PLAN

BMP MATRIX FOR CONSTRUCTION PHASES

REFER TO DEQ GUIDANCE MANUAL FOR A COMPREHENSIVE LIST OF AVAILABLE BMP'S.

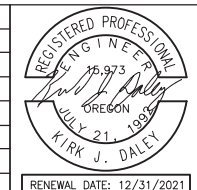
BMP'S	YEAR:	2020												2021											
		MONTH #	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12				
BIOSWALES																									
CHECK DAMS																									
COMPOST BERM																									
COMPOST BLANKETS																									
CONCRETE TRUCK WASHOUT																									
CONSTRUCTION ENTRANCE																									
DEWATERING(TREATMENT LOCATION, SCHEMATIC, & SAMPLING PLAN REQUIRED)													X	X											
DRAINAGE SWALES (ROADSIDE DITCHES)																									
EARTH DIKES (STABILIZED)																									
ENERGY DISSIPATORS																									
EROSION CONTROL BLANKETS & MATS(TYPE)																									
HYDROSEEDING																									
INLET PROTECTION																									
MULCHES (STRAW OR CELLULOSE WOOD)				X	X																				
MYCORRHIZAL BIOFERTILIZERS																	X	X							
NATURAL BUFFER ZONE			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
ORANGE FENCING(PROTECTING SENSITIVE/PRESERVED AREAS)																									
OUTLET PROTECTION																	X	X							
PERMANENT SEEDING AND PLANTING																									
PIPE SLOPE DRAINS																									
PLASTIC SHEETING																									
PRESERVE EXISTING VEGETATION																									
SEDIMENT FENCING		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
SEDIMENT BARRIER		X																							
SEDIMENT TRAP		X																							
SODDING																									
SOIL TACKIFIERS						X	X												X	X					
STORM DRAIN INLET PROTECTION																									
STRAW WATTLES(OR OTHER MATERIALS)																									
TEMPORARY DIVERSION DIKES																									
TEMPORARY OR PERMANENT SEDIMENTATION BASINS		X																							
TEMPORARY SEEDING AND PLANTING				X	X														X	X					
TREATMENT SYSTEM(O&M PLAN REQUIRED)																									
UNPAVED ROADS (GRAVELED OR OTHER BMP ON ROAD)		X																							
VEGETATIVE BUFFER STRIPS																									

JOB NO. 14-043
FILE: BASEMAP.DWG

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CALL FOR UTILITY LOCATE 48 HOURS
PRIOR TO EXCAVATION - 1-800-332-2344

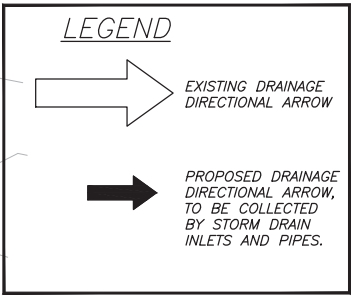
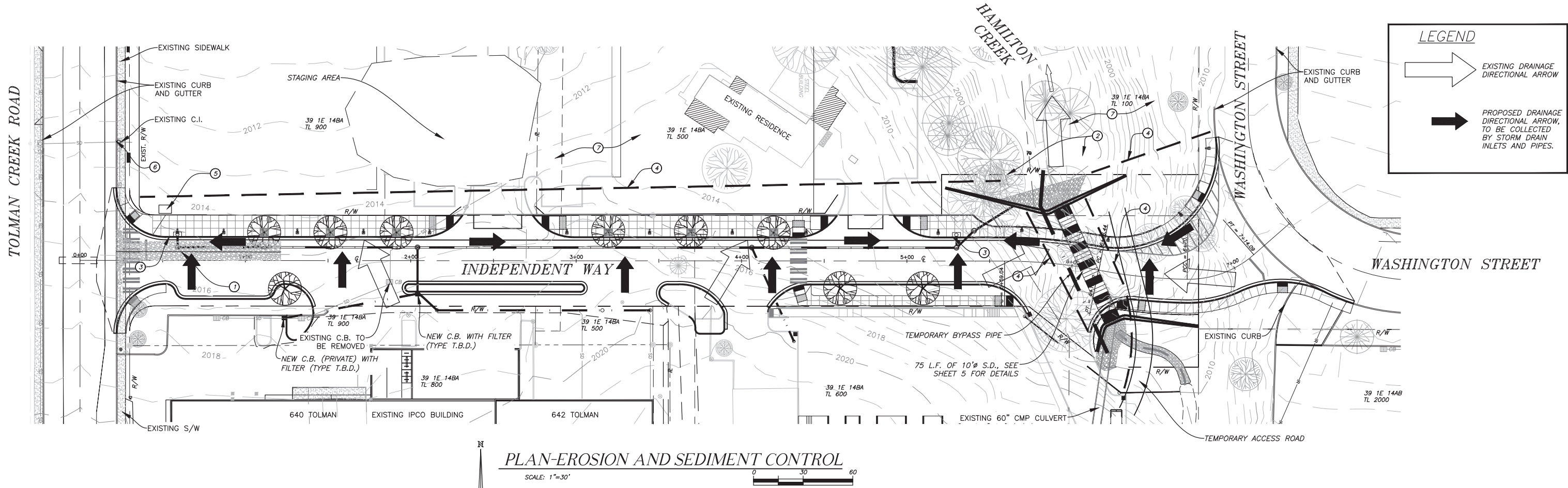
DRAWN:	kjd
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REVISIONS	



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jacksonville, oregon 97530
(541) 899-1489 (541) 899-3419 fax

EROSION AND SEDIMENT CONTROL PLAN
COVER SHEET
INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET
ASHLAND, OREGON

SHEET
EC1



PLAN-EROSION AND SEDIMENT CONTROL

SCALE: 1"=30'

CONSTRUCTION NOTES

- 1. Rock entrance for 100' min. To prevent tracking of soil onto roadway, 8" min. thickness of shale or 4"-1" on filter fabric. Line and grade shall conform to future driveway entrance, see ERD 1000
- 2. Install temporary orange construction fence to prevent disturbance of stream, riparian and other sensitive areas
- 3. Future storm drain inlets shall be protected by biofilter bags or equivalent, see RD 1015
- 4. Place 12" high mulch berm. Fiber rolls or "wattles" may also be used in lieu of mulch berm, see detail 1/EC3
- 5. Provide concrete washout area, see RD 1070
- 6. Existing storm drain inlets shall be protected by biofilter bags or equivalent, see RD 1015
- 7. Avoid disturbance to existing vegetation to the greatest extent practical until the time of landscaping installation & final stabilization.

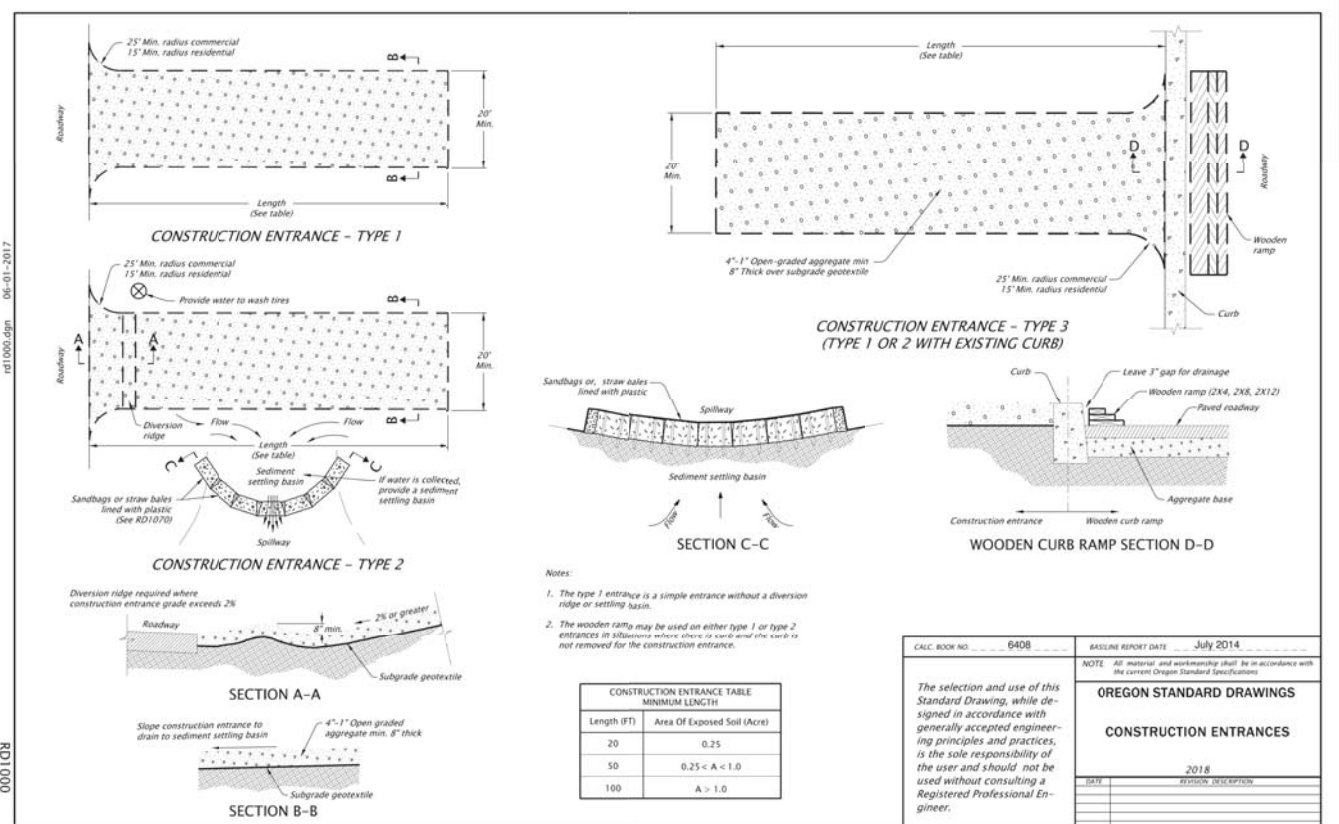
GENERAL NOTES

- 1. Seed used for temporary or permanent erosion control seeding may be any seed mix that is generally used by local landscape professionals or may consist of the following:
 - a. Dwarf grass mix (min. 100 lb./ac.)
 - 1. Dwarf perennial ryegrass (80% by weight)
 - 2. Creeping red fescue (20% by weight)
 - b. Standard height grass mix (min. 100lb./ac.)
 - 1. Annual ryegrass (40% by weight)
 - 2. Turf-type fescue (60% by weight)
 Permanent seeding that is part of site landscaping shall conform to the specifications of the project landscape architect.
- 2. Slope to receive temporary or permanent seeding shall have the surface roughened by means of track-walking or the use of other approved implements. Surface roughening improves seed bedding and reduces run-off velocity.
- 3. Long term slope stabilization measures shall include the establishment of permanent vegetative cover via seeding with approved mix and application rate.
- 4. Temporary slope stabilization measures shall include: covering exposed soil with plastic sheeting, erosion matting, straw ground cover, wood chips, mulch, or other approved measures. Sheeting or matting shall be weighted or staked down to prevent movement due to wind or water. Straw or other materials (as applicable) applied to slopes greater than 3:1 shall be track-walked or held in place by a tackifier.
- 5. Stockpiled soil or strippings shall be placed in a stable location and configuration. During "wet weather" periods, stockpiles shall be covered with plastic sheeting or straw mulch. Sediment fence is required around the perimeter of the stockpile unless the stockpile is located in a flat (< 2% slope) or depressed area with about 20 feet of grassy or vegetated buffer zone on all sides.
- 6. Exposed cut or fill areas shall be stabilized through the use of temporary seeding and mulching, erosion control blankets or mats, mid-slope sediment fences or wattles, or other appropriate measures. Slopes exceeding 25% may require additional erosion control measures.
- 7. Areas subject to wind erosion shall use appropriate dust control measures including the application of a fine spray of water, plastic sheeting, straw mulching, or other approved measures.
- 8. Construction entrances shall be installed at the beginning of construction and maintained for the duration of the project. Additional measures including, but not limited to, tire washes, street sweeping, and vacuuming may be required to insure that all paved areas are kept clean for the duration of the project.
- 9. Active inlets to storm water systems shall be protected through the use of approved inlet protection measures. All inlet protection measures are to be regularly inspected and maintained as needed.
- 10. Saturated materials that are hauled off-site must be transported in water-tight trucks to eliminate spillage of sediment and sediment-laden water.
- 11. An area shall be provided for the washing out of concrete trucks in a location that does not provide run-off that can enter the storm water system. If the concrete wash-out area can not be constructed greater than 50' from any discharge point, secondary measures such as berms or temporary settling pits may be required. The wash-out shall be located within six feet of truck access and be cleaned when it reaches 50% of the capacity.
- 12. Sweepings from exposed aggregate concrete shall not be transferred to the storm water system. Sweepings shall be picked up and disposed in the trash.
- 13. Avoid paving in wet weather when paving chemicals can run-off into the storm water system.
- 14. Use bmps such as check-dams, berms, and inlet protection to prevent run-off from reaching discharge points.
- 15. Cover catch basins, manholes, and other discharge points when applying seal coat, tack coat, etc. To prevent introducing these materials to the storm water system.

Narrative Statement: Natural Buffer Zone/BMP not required

-Within 50' of the Ordinary High Water mark of Hamilton Creek through the proposed project will be developed as a public City Street complete with fill, culvert, base rock, public waterline, public utilities, asphalt, curb, gutter, sidewalk, etc.. This street improvement project has been properly permitted by the City of Ashland, Department of State Lands and the Army Corp of Engineers. Traditional NBZ/BMP's are not applicable to this area.

NOTE:
SEE BMP MATRIX ON SHEET EC1 FOR TIMING OF EROSION CONTROL MEASURES & ADDITIONAL EROSION CONTROL CONSIDERATIONS



RD1000

Effective Date: June 1, 2019 - November 30, 2019 RD1000

CALC BOOK NO. 6408

BASELINE REPORT DATE: July 2014

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

CONSTRUCTION ENTRANCES

DATE: 2018

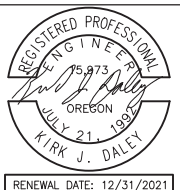
DESIGN DESCRIPTION:

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CALL FOR UTILITY LOCATE 48 HOURS PRIOR TO EXCAVATION - 1-800-332-2344

DRAWN: kjd
DATE: 2/6/2020

REVISIONS



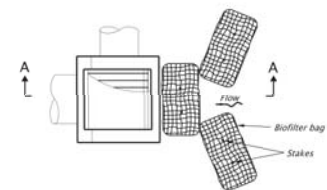
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EROSION AND SEDIMENT CONTROL PLAN
SITE PLAN
INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET
ASHLAND, OREGON

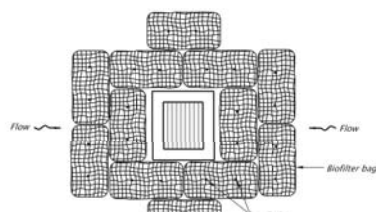
JOB NO. 14-043
FILE: BASEMAP.DWG

SHEET
EC2

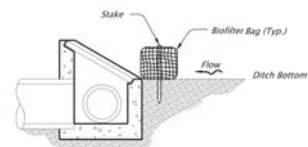
rd1015.dgn 06-01-2017



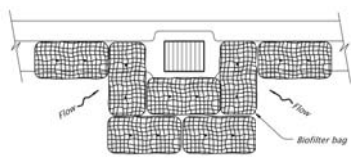
PLAN DITCH INLET



PLAN AREA DRAIN



SECTION A-A DITCH INLET



PLAN CATCH BASIN

BIOFILTER BAGS - TYPE 4

- Note:
1. Stake biofilter bags with 2"x2" wood stakes, and use a minimum 2 stakes per bag. Drive stakes a minimum of 6" into the ground and flush with the top of the bags.
 2. Omit stakes when bags are placed on pavement surface.
 3. Overlap all bag joints 6".

CALC. BOOK NO. 6402, 6406, 6407 BASELINE REPORT DATE: January 2016

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

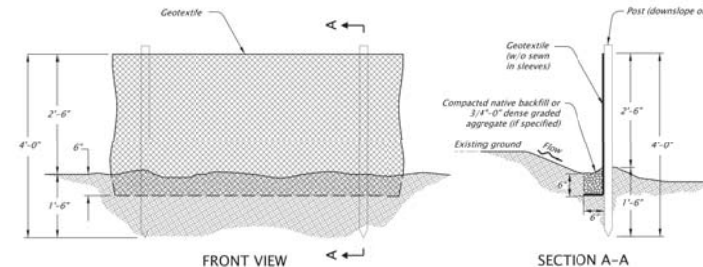
INLET PROTECTION TYPE 4

2018

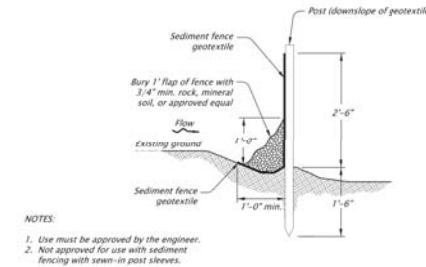
DATE: REVISION DESCRIPTION:

Effective Date: June 1, 2019 - November 30, 2019 RD1015

rd1040.dgn 11-08-2017



SEDIMENT FENCE AND GEOTEXTILE BURY DETAIL - TYPE 1



ALTERNATE SEDIMENT FENCE W/O TRENCHING - TYPE 2

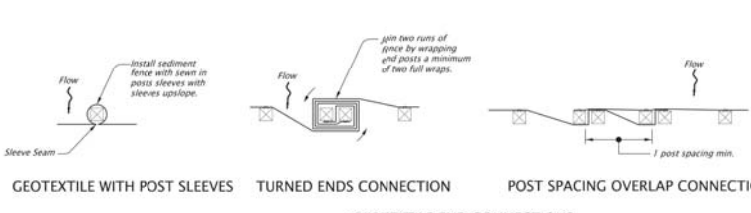
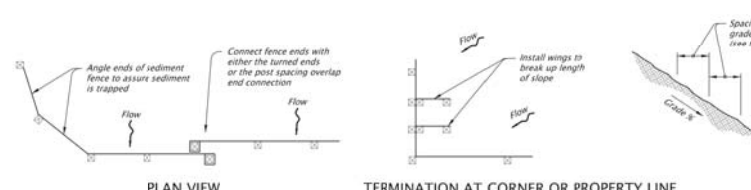


TABLE 1
FENCE SPACING FOR GENERAL APPLICATION
INSTALL PARALLEL TO SLOPE CONTOURS AS FOLLOWS

GRADE	MAXIMUM SPACING ON GRADE
Grade < 10%	300'
10% ≤ Grade < 15%	150'
15% ≤ Grade < 20%	100'
20% ≤ Grade < 30%	50'
30% ≤ Grade	25'

TABLE 2
POST SPACING

6"	Sediment Fence with Geotextile elongation less than 50%
4"	Sediment Fence with Geotextile elongation 50% or more

CALC. BOOK NO. 6403, 6404, 6405 BASELINE REPORT DATE: November 2017

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

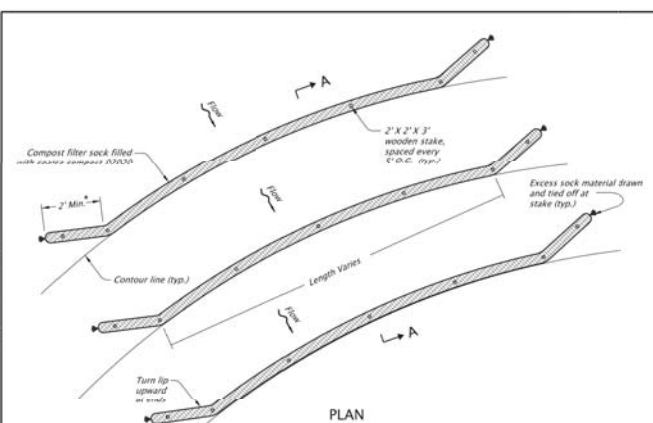
SEDIMENT FENCE

2018

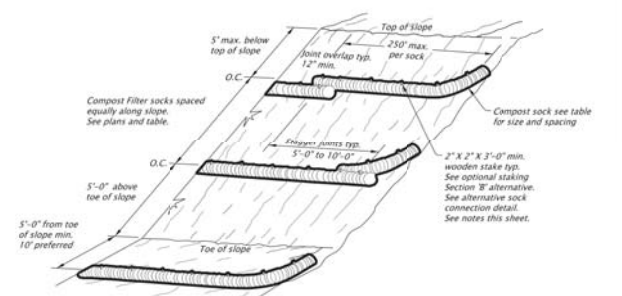
DATE: REVISION DESCRIPTION:

Effective Date: June 1, 2019 - November 30, 2019 RD1040

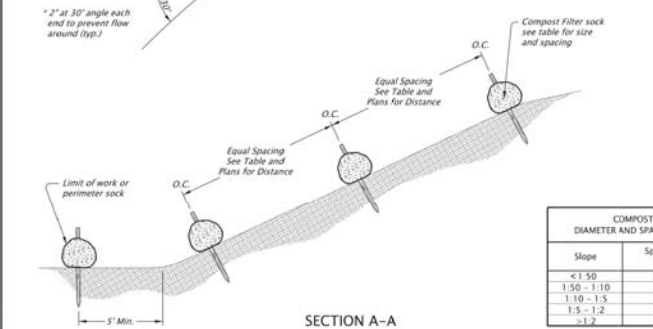
rd1032.dgn 06-01-2017



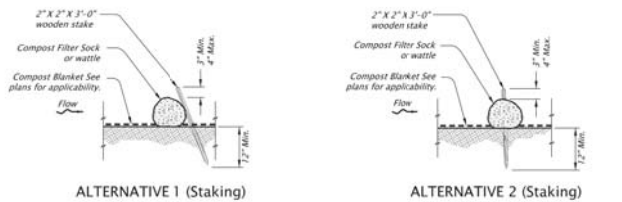
PLAN



SLOPE APPLICATION - PERSPECTIVE VIEW



SECTION A-A



ALTERNATIVE 1 (Staking)

ALTERNATIVE 2 (Staking)

COMPOST FILTER SOCK DIAMETER AND SPACING BASED ON SLOPE

Slope	Spacing (ft)	Diameter (in)
< 1:50	250	8
1:50 - 1:10	125	12
1:10 - 1:5	100	12
1:5 - 1:2	50	18
> 1:2	25	18

COMPOST FILTER SOCK

CALC. BOOK NO. 6403, 6404, 6405 BASELINE REPORT DATE: July 2014

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

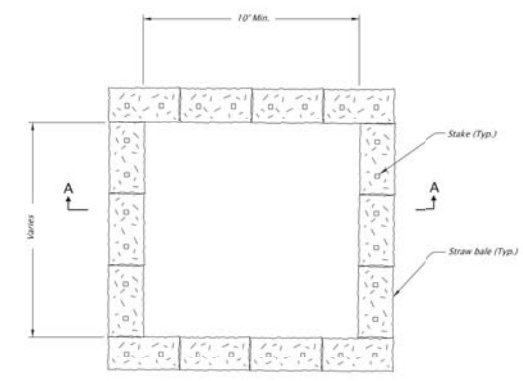
SEDIMENT BARRIER TYPE 8

2018

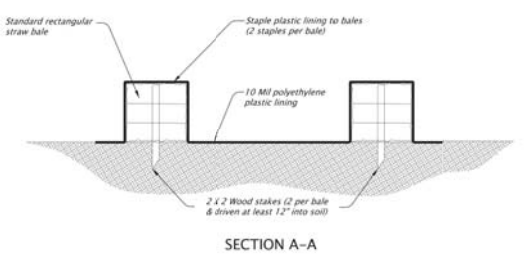
DATE: REVISION DESCRIPTION:

Effective Date: June 1, 2019 - November 30, 2019 RD1032

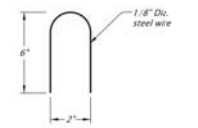
rd1070.dgn 06-01-2017



PLAN



SECTION A-A CONCRETE TRUCK WASH OUT FACILITY



STAPLE DETAIL

CALC. BOOK NO. 6403, 6404, 6405 BASELINE REPORT DATE: July 2014

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS

CONCRETE TRUCK WASH OUT

2018

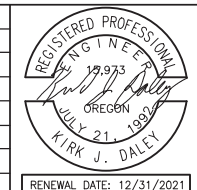
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Effective Date: June 1, 2019 - November 30, 2019 RD1070

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CALL FOR UTILITY LOCATE 48 HOURS PRIOR TO EXCAVATION - 1-800-332-2344

DRAWN: kjd
DATE: 2/6/2020
REVISIONS



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EROSION AND SEDIMENT CONTROL PLAN
DETAILS
INDEPENDENT WAY
TOLMAN CREEK ROAD TO WASHINGTON STREET
ASHLAND, OREGON

SHEET EC3

**LETTER OF INTENT FOR SALE
OF REAL PROPERTY**

December 13, 2012

IPCO Development
640 Tolman Creek Road
Ashland, OR 97520

Re: Purchase of Property for Right of Way between Washington Street & Tolman Creek Road

Dear Messrs:

By this letter, City of Ashland ("Buyer"), presents the manner in which it and IPCO Development ("Seller") agree Buyer may acquire certain real property from Seller as described herein. The parties recognize that the transaction will require further documentation and approvals, including the preparation and approval of a formal agreement setting forth the terms and conditions of the proposed purchase (the "Purchase Agreement"); nevertheless, they execute this letter to evidence their intention to proceed in mutual good faith to complete work required to negotiate terms of a Purchase Agreement that are consistent with this letter.

The proposed terms and conditions include, but are not limited to, the following:

1. **Property.** Buyer will purchase from Seller all interests and rights, owned or used by Seller in connection with an approximate 55 feet wide strip of private property between Washington Street & Tolman Creek Road as further described in Exhibit A, (the "Property"). The Seller acknowledges that the Buyer intends to establish this property as a dedicated right-of-way ("ROW") through the current IPCO Development property. This new ROW would parallel and offset approximately 10 feet to the north of the centerline of the existing Washington Street ROW.
2. **Consideration.** The consideration (the "Purchase Price") will be established pursuant to appraisal by an appraiser selected and paid by the Buyer and subject to reasonable negotiations with Seller. Buyer will not assume any other liabilities or obligations of Seller over other property adjacent to or previously part of parcel or lot through which the Property, as a right-of-way, runs, and Seller will indemnify and hold harmless Buyer against all such other liabilities and obligations.
3. **Purchase Agreement.** The transaction will be subject to the negotiation and execution of a definitive Purchase Agreement with terms satisfactory to Seller and Buyer. The Purchase Agreement will contain representations, warranties and covenants, conditions that are reflected in the IPCO Development conceptual site plan scheme #14 (11-13-13) Exhibit A (attached) and will include without limitation the following:
 - (a) The Buyer proposes, subject to planning approval, to build, own, and maintain this approximately 700 feet long, 28 feet wide paved road with curb, "park row", and 8 feet wide sidewalks on the north side of street. Buyer agrees, subject to Planning approval, to allow seller to credit park row landscape for sellers required landscape associated to any future

development on said property. In addition, buyer will install irrigation system and pay water bill in public park row.

- (b) The Buyer will construct and maintain a stream crossing structure over Hamilton Creek, to support the new roadway and sidewalk. The crossing structure will be designed to meet or exceed the most current storm water quality mitigation requirements and standards. Riparian restoration of the creek bed and banks will be included to the maximum extent practicable.
- (c) The Buyer will relocate existing utilities as required, without diminishing utility services quality to the development, including water pressure, electric power, and sewer service line to property line at a location designated by the property owner with proper access to all locations. This shall not be charged back to seller.
- (d) The Buyer will assist the development to adjust the location of the existing conservation easement across private property to the match the new FEMA flood map and Ashland Water Resources Protection Ordinance boundaries. If allowed by FEMA, the Buyer will allow building E as shown with parking at the southeast corner with utility and road access over that area.
- (e) The Buyer, subject to Planning approval, will allow the development to use any land recovered and to use the area over the existing pipe culvert, as deemed appropriate by FEMA, and allow the development to clean out and maintain blackberry and weed infested areas and use these areas for landscape credits.
- (f) Assist the development in preparing a master plan that will include parking and driveways in specified locations to be formally submitted for planning review through the City's planning process. The associated City planning costs will be paid by the Buyer. The Buyer anticipates that the process will include the following steps:
 - a. Submit pre-application for Preliminary Site Layout.
 - b. Draft conservation easement boundary adjustment & delineate "water protection zone."
 - c. Draft right-of-way dedication survey documentation.
 - d. Obtain property owner concurrence RE: ROW dedication & easements.
 - e. Obtain Planning approval for variances.
 - f. Obtain City Council approval RE: ROW dedication & easements.
 - g. Engineering Design & Permitting.
 - h. Planning Approval for Environmental Constraints.
 - i. Site Plan approvals.
- (g) The Buyer agrees to work with the Seller during engineering phase of project to ensure final grades will accommodate ingress and egress on the Seller's driveways in order to minimize impacts of steep grades as much as possible.
- (h) The Seller can continue to drain storm water into Hamilton Creek as long as current state, federal and local storm drain regulations are met.

4. **Access.** To permit Buyer to conduct its due diligence investigation, as long as this letter remains in effect, Seller will permit Buyer and its agents to have reasonable access to the Property for purposes of surveying and planning for the use and design of the Property.
5. **Conditions to Closing.** The closing of the transaction will be subject to certain conditions, including without limitation the following:
 - (a) Funds for the purchase of said land are subject to the buyer successfully securing a grant to purchase the Property.
 - (b) All required approvals, consents, and authorizations of state and federal regulatory authorities shall have been received.
 - (c) All required consents of third parties shall have been received.
 - (d) Buyer shall have completed a due diligence review of the property and its title of Seller satisfactory to Buyer in its sole discretion.

The Buyer, as the City, may be required to make make land use and/or building code decisions affecting development of the subject Right-of-Way and related property according to local and state laws. The Parties therefore acknowledge that the Buyer cannot and does not promise or guarantee any particular planning or building code decision or result as part of or as a condition of achieving the purposes of this letter of intent.

6. **Negotiations with Others.** Until January 1, 2018, the date on which the parties anticipate that a Purchase Agreement will be executed, Seller will not offer its stock or assets to, entertain offers for them from, negotiate for their sale to, or make information about them available (for purposes of sale) to, any third party.
7. **Conduct of Business; Interim Operations.** As long as this letter remains in effect, Seller will use its best efforts to conduct its business in a reasonable and prudent manner in accordance with past practices, to preserve its existing business organizations and relationships with its employees, customers, suppliers, and others with whom it has a business relationship, to preserve and protect its properties, avoid any and all liens, and to conduct its business in compliance with all applicable laws and regulations.
8. **Closing Date.** The closing date under the Purchase Agreement will be the date agreed upon by the parties.
9. **Effect of This Letter.** This letter sets forth the intent of the parties only, is not binding on the parties, and may not be relied on as the basis for a contract by estoppel or be the basis for a claim based on detrimental reliance or any other theory; provided that paragraphs 6 and 7, and this paragraph 9 will be enforceable in accordance with their terms. With the exceptions of paragraphs 4, 6, 7, and this paragraph 9, the parties understand that no party shall be bound until the Purchase Agreement has been negotiated, executed, delivered, and approved by the partners or shareholders of Buyer and Seller, as the case may be.

10. Termination of Negotiations. This letter may be terminated at any time by either party giving written notice to the other. After notice is given, the parties shall be bound only by paragraphs 6, 7, and 9.

If this letter sets forth your intent to proceed in good faith substantially in the manner outlined in this letter, please sign a copy of this letter and return it to Buyer. This letter of intent shall be of no further force and effect if it is not signed by Seller and returned to Buyer by the close of business on 12/13, 2012.

Very truly yours,

By: 

Buyer

Accepted and agreed to:

By: 

Seller

Project #: R25	Washington Street Extension to Tolman Creek Road
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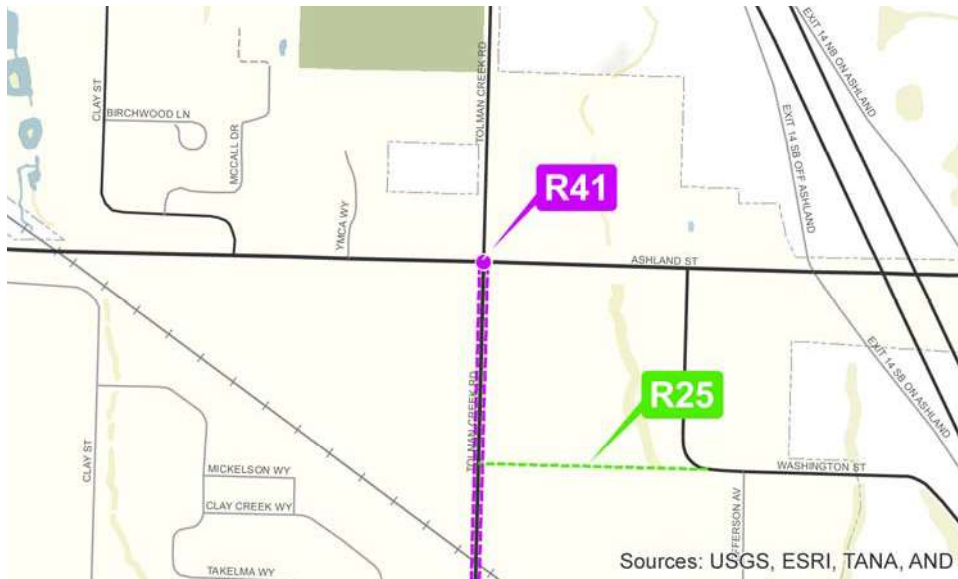
Description: Extend Washington Street to Tolman Creek Road consistent with the IAMP Exit 14 Access Management on Ashland Street (OR 66). This is a City funded project; not development driven. Right-of-way costs are not included in the cost estimate.

Category: Roadway	Functional Classification: Neighborhood Collector	Time Frame: 0-5 years	Engineering and Construction Cost: \$1,055,000
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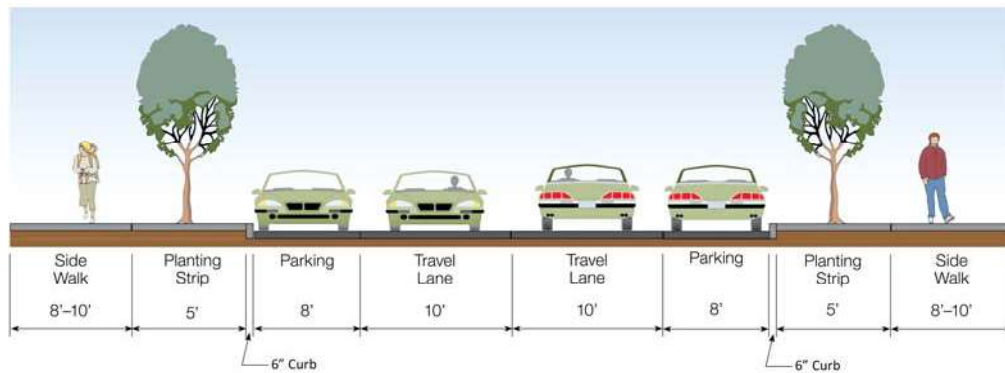
Project Goals Met:

Create a Green Template <input type="checkbox"/>	Improve Safety <input type="checkbox"/>	Facilitate Economic Growth and Maintain Small Town Character <input checked="" type="checkbox"/>	Balance Mobility and Access <input checked="" type="checkbox"/>
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Project Location:



Project Image:



Neighborhood Collector, Commercial - ROW 63' - 67'
(Parallel Parking on Both Sides)