

Port of Hood River Portway Stormwater Pipeline Project

September 28, 2022

PORT OF HOOD RIVER

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Hood River, Oregon 97031
John Mann
FACILITIES DIRECTOR

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Portway Stormwater Pipeline Project

Bid Solicitation

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PART 1
SCHEDULE

SCHEDULE

Invitation to Bid Advertised	September 28, 2022
Pre-Bid Walk Through	October 10, 2022
Bid Submittal Deadline	October 25, 2022, 10:00 am PDT
Bid Opening	October 25, 2022, 10:00 am PDT
First-Tier Subcontractor Disclosure Form Due	October 26, 2022, 12:00 pm PDT
Notice of Intent to Award Issued	October 27, 2022
Protest Deadline	November 7, 2022
Award of Contract	November 15, 2022
Required Documents Due from Awarded Contractor (Including bonding and insurance)	November 22, 2022
Substantial Completion	February 22, 2023
Final Completion	March 8, 2023

PART 2
INVITATION TO BID

Invitation to Bid Portway Stormwater Pipeline Project

By publication of this Invitation to Bid ("ITB"), the Port of Hood River, an Oregon municipal corporation ("Port"), is requesting Bids for its Portway Stormwater Pipeline Project ("Project").¹

This Project is located in the City of Hood River, Oregon near the intersection of Portway Ave. and N. 8th St.

This Project consists of installing approximately 326 linear feet of new 18" ASTM 3034 DR35 PVC storm sewer pipeline along Portway Ave. from the existing catch basins north of the City's wastewater treatment plant to a proposed City stormwater pipeline at N. 8th St. In addition, 92 linear feet of 12" ASTM 3034 DR35 PVC storm sewer pipeline will be installed to serve two (2) Port properties north of Portway Ave. and 40 linear feet of existing 6" storm sewer pipeline will be replaced with 10" ASTM 3034 DR35 PVC storm sewer pipeline between the existing catch basins. This Project also includes removing an existing catch basin and replacing it with a Contech StormFilter catch basin; installing two (2) new 48" manholes; replacing 70 linear feet of curb and gutter; replacing 70 square feet of sidewalk; replacing a concrete driveway approach; and replacing 540 square yards of asphalt. All Work is to be performed per the requirements of the Contract Documents.

Beginning **September 28, 2022 at 2:00 p.m. PDT**, a complete copy of the "Solicitation Documents" (including this ITB, Instructions, Bid Proposal forms, Bond and Certificate of Insurance forms, General Conditions, sample Contract, Construction Plans, and Technical Specifications and Special Provisions) may be examined or purchased during normal business hours at the Port's offices. There will be a forty dollar (\$40) nonrefundable charge for each printed copy of the Solicitation Documents provided to requesting Bidders. Alternatively, the Solicitation Documents can be viewed and printed online at no cost from the Port's Projects/RFP Bid Center page on the Port website at <https://portofhoodriver.com/portway-stormwater-pipeline-project/>.

Registration is required and Bidders must provide their business name and mailing address, as well as the name of Bidder's primary contact and his or her email address and telephone number(s). Bidders will be notified of any Bid addendum or addenda by email sent to Bidder's registered primary contact.

There is a pre-bid project walk-through for Bidders at the work area scheduled on **October 10, 2022**.

Bidders are not required to be pre-qualified under ORS 279C.430.

Bids must be addressed to John Mann, Facilities Director, Port of Hood River. Bids must be delivered in a sealed envelope labeled with "Portway Stormwater Pipeline Project" by **10:00 am PDT, October 25, 2022** to the Port office located at 1000 E. Port Marina Drive, Hood River OR 97031. Bids will not be accepted after **10:00 am PDT, October 25, 2022**. Bids will be publicly opened in the Port office immediately following the Bid Deadline.

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in Section A of the Port of Hood River General Conditions for Public Works Contracts.

PART 3
BID INSTRUCTIONS

BID INSTRUCTIONS

DESCRIPTION

This Project consists of installing approximately 326 linear feet of new 18" ASTM 3034 DR35 PVC storm sewer pipeline along Portway Ave. from the existing catch basins north of the City's wastewater treatment plant to a proposed City stormwater pipeline at N. 8th St. In addition, 92 linear feet of 12" ASTM 3034 DR35 PVC storm sewer pipeline will be installed to serve two (2) Port properties north of Portway Ave. and 40 linear feet of existing 6" storm sewer pipeline will be replaced with 10" ASTM 3034 DR35 PVC storm sewer pipeline between the existing catch basins. This Project also includes: removing an existing catch basin and replacing it with a Contech StormFilter catch basin; installing two (2) new 48" manholes; replacing 70 linear feet of curb and gutter; replacing 70 square feet of sidewalk; replacing a concrete driveway approach; and replacing 540 square yards of asphalt. All Work is to be performed per the requirements of the Contract Documents.

The Work contemplated under this Project includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all Work in connection with the Project as described in the Solicitation Documents, including, but not limited to the Contract, the General Conditions, all applicable special conditions, plans, specifications, and addenda.

All questions regarding the Project should be directed via email (not phone) to **John Mann** at jmann@portofhoodriver.com. Questions and answers will be posted on the Port's website at <https://portofhoodriver.com/portway-stormwater-pipeline-project/>. Bidder names will not be posted.

INVITATION TO BID DOCUMENT AVAILABILITY

A complete copy of the Solicitation Documents may be examined or purchased during normal business hours at the Port's offices. There will be a forty dollar (\$40) nonrefundable charge for each printed copy of the Solicitation Documents provided to requesting Bidders. Alternatively, the Solicitation Documents can be viewed, downloaded and printed online at no cost from the Port's Projects/RFP Bid Center page on the Port website at <https://portofhoodriver.com/portway-stormwater-pipeline-project/>.

SOLICITATION LAW AND RULES

This ITB and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The ITB and resulting Contract may be subject to other laws and rules. Bidders should obtain and become acquainted with the applicable provisions of the above laws and rules.

BRAND NAME USAGE:

Any brand name listed in the specifications with an "or approved equal" or an "or approved equivalent" shall establish the minimum requirements for quality, utility, durability, function and purpose. Other brand names may be used in the construction of the project as long as (i) they are equal to or better than the product brand named; (ii) the proposed product has been pre-approved in writing by the Port; and (iii) the brand named is not mandated pursuant to a brand name exemption.

SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; REQUEST FOR BRAND NAME/PRODUCT SUBSTITUTION

If a Bidder finds discrepancies in, or omissions from the plans, specifications or Contract documents, or has doubt as to their meaning, the Bidder shall at once notify the Port. The Port will then investigate and determine if an Addendum will be issued.

Bidders may, in writing, request: (i) brand approval; (ii) requests for substitutions; (iii) requests for clarifications; (iv) requests for change; and/or (v) a Bid protest. The Port must receive this written request or protest no later than five (5) calendar days prior to the Bid Deadline. The written request or protest shall include the reasons for the request or protest, and any proposed changes to the Bid specifications or contract terms. Envelopes containing Bid protests shall be marked as follows: "Contract Provision Request for Change" or "Contract Provision Protest", and the Project Title, "Portway Stormwater Pipeline Project."

Clarifications, whether verbal, in writing, or included in an Addendum or Addenda as a "clarification," do not change the plans, specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that the Port determines should be handled by formally amending the ITB, the Port will do so only by announcing such a change in an Addendum or Addenda, not through information identified as a "clarification."

INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. PROVISIONS OF THE ITB CAN ONLY BE CHANGED VIA ADDENDA ISSUED BY THE OWNER.

The Port will promptly respond to each properly submitted written request for brand approval, request for substitution, request for change, and protest. Where appropriate, the Port will issue ITB revisions via Addendum or Addenda by post on the Projects/RFP Bid Center webpage of the Port's website and a copy of the Addendum or Addenda will be sent via email to the Bidder's registered primary contact. Bidder shall provide written acknowledgement of receipt of all issued Addendum or Addenda with its Bid.

Pursuant to OAR 137-049-0250, no protest against award because of the content of Bid specifications or contract terms shall be considered after the deadline established above for submitting protests of bid specifications or contract terms.

EXAMINATION OF THE CONTRACT DOCUMENTS AND WORK SITE

Bidders should carefully examine the Solicitation Documents and familiarize themselves with the work site to fully acquaint themselves with all the conditions and matters which can in any way affect the Work or the cost thereof.

Each Bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings, plans, addenda (if any), and all other Contract Documents. The submission of a Bid shall constitute an acknowledgment upon which the Port may rely, that the Bidder is experienced in the uses and interpretation of plans and specifications such as those included in the Solicitation Documents and has thoroughly examined and is familiar with the Solicitation Documents.

The failure or neglect of a Bidder to receive or examine any of the Solicitation Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the Bidder from any obligations with respect to the Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Solicitation Documents or existing site conditions.

BID FORMAT

Sealed Bids must be physically received (not postmarked) in the Port office at 1000 E. Port Marina Drive in Hood River, OR 97031, by or before **10:00 am PDT, October 25, 2022** (the "Bid Deadline").

All Bids must be sealed and received prior to the Bid Deadline. All Bids shall be prepared in ink or by computer, and must be signed in ink by Bidder's authorized representative. Bids will not be accepted by facsimile.

Required Information shall be submitted on the forms specified in the ITB.

The following forms and schedules shall be completed, signed and included in each Bidder's package prior to the Bid Deadline:

- Bid Proposal
- Bid Sheet (or Schedule of Values, as appropriate);
- Contractor Registration Form
- Bid Bond Form

The following shall be submitted by **12:00 pm PDT, October 26, 2022**:

- First Tier Subcontractor Disclosure Form

Alteration and erasures made before Bid submission must EACH be INDIVIDUALLY initialed in ink by the person signing the Bid. Bids, once submitted, may be modified in writing before the Bid Deadline. Modifications made after Bid submissions and before the Bid Deadline shall be prepared on Bidder's letterhead, be signed by Bidder's authorized representative, and state that the modifications made to amend and supersede the prior Bid. Failure to comply with the provisions of this paragraph shall result in Bid rejection. Nothing in this paragraph shall be construed as allowing the Bidder to alter or otherwise change the form of the Bid Proposal, the form of the Contract, the conditions of the Bid, the specifications, and/or plans attached to the Solicitation Documents.

Modifications must be submitted in a sealed envelope marked as follows:

Port of Hood River Portway Stormwater Pipeline Project
Bid Submittal Date
Bidder Legal Name
Oregon CCB #

Bidders may not modify bid after the Bid Deadline.

BID SUBMISSION

All Bid documents requiring a signature must be signed in ink by Bidder's authorized representative.

Bids must be submitted in a sealed package or envelope. To insure proper identification and handling, all Bid submissions shall be clearly marked as follows:

Port of Hood River Portway Stormwater Pipeline Project
Bid Closing Date & Time: **10:00 am PDT, October 25, 2022**
Bid Submittal Date & Time:
Bidder Legal Name
Oregon CCB #

Port of Hood River
Attn: John Mann, Facilities Director
1000 E. Port Marina Drive
Hood River, OR 97031

BID WITHDRAWAL

Bids may be withdrawn by the Bidder by request to the Port made in writing submitted on the Bidder's letterhead, signed by Bidder's authorized representative, and received by the Port prior to the Bid Deadline. Bid withdrawals submitted in writing must be labeled as such and contain the Project Name.

Bids may be withdrawn in person before the Bid Deadline upon presentation of appropriate identification and evidence of authorization to act for Bidder. Signature confirmation of withdrawal may also be required.

CLOSING & OPENING/FIRST TIER SUBMITTAL

Bids will be received until **10:00 am PDT, October 25, 2022**. Thereafter, the Bids will be immediately opened publicly and read aloud. Award decisions will not be made at Bid opening.

Bids received after **10:00 am PDT, October 25, 2022** will be considered non-responsive and will not be opened or considered by the Port for award.

First Tier subcontractors disclosure forms must be submitted by **12:00 pm PDT, October 26, 2022**, to the Port Office, at 1000 E. Port Marina Drive, Hood River, Oregon 97031. Failure to comply with this requirement shall result in rejection of the Bid as non-responsive.

Prior to an Intent to Award Announcement, the Port may post preliminary Bid results on its website at <https://portofhoodriver.com/portway-stormwater-pipeline-project/>. Such postings are preliminary and are not final until all submission materials are validated by the Port.

BID ACCEPTANCE

A Bid is a firm offer, irrevocable, valid and binding on the Bidder for not less than thirty (30) calendar days from the Bid Deadline.

The Port may request, orally or in writing, that Bidders extend, in writing, the time during which the Port may consider their Bid. If a Bidder agrees to such extension, the Bid shall continue as a firm Bid, irrevocable, valid and binding on the Bidder for the agreed-upon extension period.

METHOD OF AWARD

The responsiveness and responsibility of Bidders and their proposed Subcontractors will be considered in making the award. Award will be made to the lowest responsive and responsible Bidder.

BID EVALUATION CRITERIA

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder not otherwise disqualified. (Refer to OAR 137-049-0390). Adjustments made to account for reciprocal preferences will be for Bid evaluation purposes only. No such adjustments shall operate to amend Bidder's Bid or any Contract awarded pursuant thereto.

To be considered responsive, the Bidder must substantially comply in all material respects with applicable solicitation procedures and requirements and the Solicitation Documents. In making such evaluation, the Port may waive minor informalities and irregularities.

Prior to award of a Contract, the Port will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375(3)(b) and OAR 137-049-0390(2). In doing so, the Port may investigate the Bidder and request information in addition to that already required in the ITB, when the Port, in its sole discretion, considers it necessary or advisable.

BID SECURITY REQUIREMENTS

A surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's or certified check, executed in favor of the Port of Hood River in the amount equal to ten percent (10%) of the total amount of the Bid, shall be submitted with or posted for all Bids as "Bid Security" unless the Contract has been exempted from this requirement under ORS 279C.390.

If the undersigned fails to (1) execute the Contract, (2) furnish a Performance and Payment Bond, or (3) furnish the Certificates of Insurance by **November 8, 2022**, then the Port

may cash the check, draw under the letter of credit or otherwise collect under the Bid Security.

PROCESSING OF BIDS

Neither the release of Bid Security, nor acknowledgement that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of Notice of Intent to Award, or otherwise), shall operate as a representation by the Port that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

WITHDRAWAL OF BID ITEMS

The Port reserves the right to withdraw Bid items. The deletion of one or more Bid items will not affect the method of award.

REJECTION OF BIDS

The Port may reject any one or all of the Bids for good cause upon finding that it is in the public interest to do so. The Port may reject a particular Bid for any reason listed under OAR 137-049-0440.

INTENT-TO-AWARD ANNOUNCEMENT

The Port reserves the right to announce its Intent-to-Award prior to formal Contract award by posting the tabulation sheet of Bid results on the Port's website, or by letter or fax. The Intent-to-Award Announcement shall serve as notice to all Bidders that the Port intends to make an award.

PROTEST OF INTENT-TO-AWARD

Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsible and responsive Bidder and that any and all lower Bidders are ineligible to receive the Contract award.

An Actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest the award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the expiration of the seven (7) calendar day Intent-to-Award protest period.

RESPONSE TO INTENT-TO-AWARD PROTESTS

The Port will respond in writing to Intent-to-Award protests, if any, submitted by adversely affected or aggrieved Bidders. The Port may also respond to Intent-to-Award protests submitted by other Bidders for the purpose of clarification. However, any response made by the Port is not intended to, and shall not in and of itself constitute, confirmation that the Bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an Intent-to-Award, or that the protest was timely filed.

AWARD

After expiration of the seven (7) calendar day Intent-to-Award protest period, and resolution of all protests, the Port may proceed with the final award of a Contract. If the Port receives only one Bid, the Port may dispense with the Intent-to-Award protest period and proceed with award of a Contract.

COMMENCEMENT OF WORK

The successful Bidder shall not commence Work under the Contract until the Notice to Proceed has been issued by the Port.

REVIEW OF AWARDED BID FILES

Awarded Bid files are public records and available for review at the Port office by appointment during regular business hours (Monday through Friday, 8am until 5pm).

INFORMATION TO BE SUBMITTED BY APPARENT SUCCESSFUL BIDDER

The apparent successful Bidder shall provide all required proof of insurance to the Port by **November 8, 2022**. Failure to present the required documents by this date may result in Bid rejection. Bidders are encouraged to consult their insurance agent about the insurance requirements as identified in Section G of the General Contract Conditions prior to Bid submission.

Bidders must satisfy the insurance requirements by obtaining insurance coverage from insurance companies or entities acceptable to the Port that are allowed to provide such insurance under Oregon law.

The apparent successful Bidder shall be required to furnish both a Performance and a Payment Bond each in the total amount of one hundred percent (100%) of the awarded Contract, executed in favor of the Port of Hood River, to ensure faithful performance of the Contract and payment for services and goods.

The apparent successful Bidder shall also provide all required bonding to the Port by **November 8, 2022**. Failure to present the required documents by this date may be grounds for award disqualification.

The apparent successful Bidder, if a Joint Venture/Partnership, shall provide a copy of the Joint Venture Agreement or Partnership Agreement evidencing authority to Bid and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a Joint Venture or Partner. All Partners and Joint Venturers will be required to sign the Contract awarded and a single, primary contact person must be designated for purposes of receiving all notices and communications under the Contract.

OREGON PREVAILING WAGES RATES (BOLI REQUIREMENTS)

The apparent successful Bidder and its subcontractors shall comply with all the provisions of 279C.800 through 279C.870, relative to Prevailing Wage Rates. The current Prevailing Wage Rates for Public Works Contract in Oregon subject to the State PWR will apply to this Project and can be found at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

The Work will take place in Hood River County.

FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

Pursuant to ORS 279C.370, Bidders are required to disclose information about certain First-Tier Subcontractors when the owner estimates the contract value for a Public Improvement to be greater than \$100,000. Specifically, when a contract amount of a First-Tier Subcontractor furnishing labor, or labor and materials, has a contract value that is equal to or greater than five percent (5%) of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid, the bidder must disclose the following information about that subcontract in its bid submission or within two (2) working hours after bid closing:

- a) Subcontractor's name;
- b) Category of work that subcontractor would be performing;
- c) Dollar value of each subcontract.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to write "NONE" on the Disclosure Form.

The Bidder must submit the Disclosure Form required by OAR 137-049-0360 and ORS 279C.370(2) either in its Bid submission or by **12:00 pm PDT, October 26, 2022**. The Port must reject a Bid if the Bidder fails to submit the disclosure form with this information by the stated deadline

The Port shall obtain, and make available for public inspection, the Disclosure Forms required by OAR 137-049-0360. The Port shall also provide copies of the Disclosure Forms to the Bureau of Labor and Industries as required by ORS 279C.835. The Port is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

PART 4

BID PROPOSAL, BID SHEET, BIDDER REGISTRATION FORM, AND FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

BID PROPOSAL

DATE: _____

**PORT OF HOOD RIVER
1000 E. PORT MARINA DRIVE
HOOD RIVER, OREGON 97031**

PRICE SUBMITTAL:

The undersigned proposes and agrees, if this Bid is accepted, to enter into a Contract with the Port of Hood River to furnish all Work as specified for the Portway Stormwater Pipeline Project within the schedule and pursuant to the terms set forth in the Port's Solicitation Documents. Bidder has familiarized itself with the Work, has visited and inspected the site and is familiar with all the field conditions, legal requirements (federal, state, and local laws, ordinances, rules and regulations), and conditions affecting cost, progress and performance of Work, and has made all such independent investigations as Bidder deems necessary. Bidder has given the Port written notice of all conflicts, errors, and/or discrepancies that it has discovered in the Solicitation Documents and the written resolution thereof by the Port is acceptable to Bidder.

BASE BID: Portway Stormwater Pipeline Project

FOR THE TOTAL MAXIMUM SUM OF:

\$_____.

BID ALTERNATES: (N/A)

The undersigned Bidder agrees, if awarded the Contract, to complete the Work not later than:

_____, 20__.

Company: _____ Telephone: _____

Company Address: _____

Email: _____ Fax: _____

Oregon Construction Contractors Board Number _____ Expiration Date _____

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

Bidder's Firm: _____

By: _____
Signature of Bidder's Authorized Representative

Date: _____

Printed Name of Bidder's Authorized Representative

Title: _____

Bid Sheet

Item	Description	Qty	Unit	Unit Cost	Total
1	MOBILIZATION	1	LS		
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3	EROSION CONTROL	1	LS		
4	POLLUTION CONTROL PLAN	1	LS		
5	CONSTRUCTION SURVEY WORK	1	LS		
6	REMOVAL OF PIPES	40	LF		
7	REMOVAL OF CURBS AND GUTTERS	68	LF		
8	REMOVAL OF WALKS AND DRIVEWAYS	35	SY		
9	REMOVAL OF SURFACING	540	SY		
10	REMOVAL OF CATCH BASIN	1	EA		
11	ROCK EXCAVATION	10	CY		
12	TRENCH FOUNDATION STABILIZATION	10	CY		
13	CLSM BACKFILL	10	CY		
14	10-INCH STORM SEWER PIPE, ALL DEPTHS	85	LF		
15	12-INCH STORM SEWER PIPE, ALL DEPTHS	47	LF		
16	18-INCH STORM SEWER PIPE, ALL DEPTHS	326	LF		
17	CONCRETE STORM SEWER MANHOLES 48 INCH	2	EA		
18	2 CARTRIDGE STORMFILTER CATCH BASIN	1	LS		
19	CONNECT TO EXISTING STRUCTURES	1	LS		
20	TRENCH RESURFACING, NATIVE	35	SY		
21	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	1527	SY		
22	LEVEL 2, 1/2 INCH DENSE ACP	240	TON		
23	1/2 INCH DENSE ACP – TEMPORARY	280	LF		
24	CONCRETE CURB AND GUTTERS	68	LF		
25	CONCRETE DRIVEWAYS	230	SF		
26	CONCRETE WALKS	70	SF		
		Total Bid			
Written Bid Total:					

Contractor Name	
Address	
Address	
City, State, Zip	
Phone	
Fax	
Email	
Registration Number	
Contact	
Phone	

BIDDER REGISTRATION FORM

1. CCB Requirements

All Bidders shall be licensed with the State of Oregon Construction Contractors Board ("Oregon CCB") prior to bidding on Public Improvement Contracts. Failure to comply with this requirement shall result in Bid rejection.

All subcontractors participating in the project shall be similarly registered with the Oregon CCB at the time they propose to engage in subcontract work. The Oregon CCB registration requirements apply to all public works contracts unless superseded by federal law.

Bidder's Oregon CCB Number: _____

Expiration Date: _____

2. Asbestos Abatement Licensing Requirements

An asbestos abatement license under ORS 468A.720 will not be required of the Bidder or its subcontractors.

3. Joint Venture/Partnership Disclosure

The Undersigned has authority on behalf of the following entity and is (check one of the following and insert information requested):

___ a. A corporation organized and existing under the laws of the State of _____; or

___ b. A partnership/joint venture registered under the laws of the State of _____;
If yes, name of the contact person for the partnership/joint venture _____;or

___ c. A limited liability corporation (LLC) or limited liability partnership (LLP) under the laws of the State of _____; or

___ d. An individual doing business under an assumed name registered under the laws of the State of _____.

4. Addendum or Addenda Acknowledgement

ADDENDA: Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NO.	DATED	ADDENDUM NO.	DATED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Responsibility Inquiry/ Bidder References

(Provide (3) related project references and contact information)

6. Recycled Products

Bidder will comply with the recycled products provision in the Invitation to Bid, if any, in accordance with ORS 279A.125. Bidder shall use recyclable products to the maximum extent economically feasible in the performance of the Work as set forth in the Solicitation Documents.

7. Residency Information

Bidder is a () Resident Bidder () Non-resident Bidder

If a Resident Bidder, enter your Oregon business address:

If a Non-resident Bidder, enter State of residency: _____

8. Compliance with Tax Laws

By my signature, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of the Bidder in this matter, that I have authority and knowledge regarding the payment of taxes, and that Bidder is, to the best of my knowledge, not in violation of any Oregon Tax Laws and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

9. Certification of Drug-Testing Law Requirements

By my signature, I certify that Bidder shall demonstrate that an employee drug testing program is in place.

10. Certification of Compliance with Non-Discrimination Laws

By my signature, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Bidder in this matter, and to the best of my knowledge, Bidder has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Bidder is not in violation of any Non-Discrimination Laws.

11. Signature of Bidder's Duly Authorized Representative

The Bid must be signed in ink by an authorized Representative of the Bidder. Any alterations or erasures to the Bid must be initialed in ink by the undersigned authorized representative.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

1. He/She is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addendum or Addenda, if any, issued.
2. Bidder, acting through its authorized representatives, has read and understands all Bid instructions, specifications, plans, terms and conditions contained in the Solicitation Documents, including all attachments, exhibits, and Addenda, if any, issued.
3. The Bid submitted is in response to the specific language contained in the Solicitation Documents and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the Solicitation Documents, or (b) any previously Port issued invitation to bid, if any.
4. The Port shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all the requirements of the Solicitation Documents.
5. The Port shall not be liable for any expenses incurred by Bidder in preparing and submitting its Bid or in participating in the Bid evaluation/selection process.

6. The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries ("BOLI") regarding prevailing wage rates and payment of a fee to BOLI.
7. The Bid was (1) prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Solicitation Documents designed to limit independent bidding or competition; and (2) the contents of this Bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bids.
8. Bidder is bound by and will comply with all requirements, specifications, plans, terms and conditions contained in this Bid and the Solicitation Documents, including all attachments, exhibits and Addendum or Addenda, if any, issued.
9. Bidder will furnish the designated items and/or services in accordance with the Bid specifications, plans, and requirements, and will comply in all respects with the terms of the resulting Contract upon award.
10. Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
11. All affirmations and certifications contained in this Bidder Registration Form are true and correct.

Bidder's Firm: _____

Bidder's FEIN ID# or SSN #: _____

By: _____
Signature of Bidder's Authorized Representative

Date: _____

Printed Name of Bidder's Authorized Representative

Title: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: Port of Hood River Portway Stormwater Pipeline

Project Bid Submission Deadline: October 25, 2022 at 12:00 a.m. PDT

This form must be submitted to the Port of Hood River at the location specified in the ITB within twenty-two (22) hours after the Bid Deadline.

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

FIRST-TIER SUBCONTRACTORS

Name	Dollar Value	Category of Work
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

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

Form submitted by (Bidder name): _____

Contact Name: _____

Contact Phone No.: _____

PART 5
BID BOND FORM

BID BOND FORM

Project Name: Port of Hood River Portway Stormwater Pipeline Project

We, _____, as "Principal,"
(Name of Principal)

And _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Port of Hood River ("Obligee") the sum of (\$_____)
_____ dollars.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a Contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

PRINCIPAL: _____ **SURETY:** _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

PART 6
PERFORMANCE BOND FORM
PAYMENT BOND FORM

PERFORMANCE BOND FORM

Bond No. _____

Solicitation _____

Project Name: Portway Stormwater Pipeline Project

_____ (Surety #1) Bond Amount No. 1: \$ _____

_____ (Surety #2)*Bond Amount No. 2:* \$ _____

- *If using multiple sureties*

Total Penal Sum of Bond \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Port of Hood River the sum of (Total Penal Sum of Bond)

_____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such surety), and

WHEREAS, the Principal has entered into a contract with the Port of Hood River, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Port of Hood River and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said Contract according to law, then this obligation is to be void; otherwise it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Port of Hood River be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part thereof.

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

Dated this _____ day of _____, 20_____.

PRINCIPAL: _____

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

PAYMENT BOND FORM

Bond No. _____

Solicitation _____

Project Name: Portway Stormwater Pipeline Project

_____ (Surety #1) Bond Amount No. 1: \$ _____

_____ (Surety #2)*Bond Amount No. 2:* \$ _____

- *If using multiple sureties*

Total Penal Sum of Bond \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Port of Hood River the sum to (Total Penal Sum of Bond)

_____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such surety), and

WHEREAS, the Principal has entered into a contract with the Port of Hood River, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Port of

Hood River and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or

prosecuted against the Port of Hood River on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Port of Hood River be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part thereof.

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

Dated this _____ day of _____, 20_____.

PRINCIPAL: _____

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

PART 7

CERTIFICATE OF INSURANCE FORM

CERTIFICATE OF INSURANCE FORM

This is to certify to: Port of Hood River, 1000 E. Port Marina Drive, Hood River OR 97031
That the following described policy or policies have been issued to:

Name and Address of Insured

Name and Address of Insurance Company

Description of Contract _____

Types of Coverages		Limits of Liability	Policy Number	Expiration Date
1. Workers Compensation		Statutory		
2. Employer's Liability		\$		
3. Comprehensive General Liability		Bodily Injury		Property Damage
	A. Premises & Operations	\$		\$
	B. Blanket Contractual	\$		\$
	C. Independent Sub-Contractors	\$		\$
	D. Products Liability & Completed Operations	\$		\$
4. Comprehensive Automobile Liability (owner, hired, & non-owned)				
5. Other-Builders Risk				
6. Jones Act and USLHWA Insurance	If applicable			

Expires 12:01 Standard Time at the address of name insurance stated herein.

*Indicate the following property liability features:

- | | <u>Yes</u> | <u>No</u> |
|--|------------|-----------|
| 1. "Broadform" including occurrence and care, custody and control. | _____ | _____ |
| 2. Explosion, collapse and underground damage exclusions. | _____ | _____ |

The insurer agrees that it will notify in writing, _____ of any material change, expiration or cancellation of the above-described policies not less than thirty (30) days before such change, expiration or cancellation becomes effective. It is further agreed the above named owner, his officers, agent (including his engineer) and employees are included as additional named insureds, but only as respects the performance of the above-described contract.

Name of Insurance Company

Authorized Representative

PART 8
GENERAL CONDITIONS (A-L)

PORT OF HOOD RIVER GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS

SECTION A General Provisions

DEFINITION OF TERMS

Alternate – One of two or more units of work or groups of bid items, identified separately in the proposal, from which Owner may make a choice between different methods or material of construction for performing the same work.

Architect/Engineer-person appointed by the Port to make drawings and specifications, and to provide contract administration of the Work contemplated by this Contract.

Bid-an offer in connection with an invitation to bid and a proposal in connection with a request for proposals.

Bidder-means an Offeror in connection with an invitation to bid and proposer in connection with a request for proposals.

Change Order-written order issued by the Port's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents.

Claim-means a demand by Contractor for review of the denial of Contractor's initial request for an adjustment of the Contract terms, payment of money, extension of Contract Time or other relief.

Contract- the written agreement between the Port and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

Contract Documents-means the solicitation Documents and addenda thereto, the Port of Hood River Public Improvement Contract, General Conditions, Supplemental General Conditions, if any, the accepted Bid, Plans, Specifications, amendments and change orders.

Contract Period- as set forth in the Contract Documents, means the period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

Contract Price- the total of the awarded Bid amount, as increased or decreased by the price of approved alternatives and change orders.

Contract Time-means any incremental period of time allowed under the Contract to complete any portion of the Work reflected in the project schedule.

Contractor-person awarded the Contract for Work contemplated.

Days-are calendar days, unless otherwise specified.

Direct Costs-means the costs of materials, including sales tax, cost of delivery; cost of labor, including social security, unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance; bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

Final Completion-means completion of all requirements under the Contract, excluding Warranty Work, and the final payment and release of retainage.

Force Majeure-means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

Notice to Proceed-the official written notice from the Port stating that the Contractor is to proceed with the Work defined in the Contract Documents.

Offer-a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

Offeror-means a bidder in connection with an invitation to bid and proposer in connection with a request for proposals.

Overhead-those items which may be included in the Contractor's markup and that shall not be charged as Direct Cost of Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman and expenses of the Contractor's office at the job site including expenses of personnel staffing the job site office.

Owner-Port of Hood River.

Owner's (Port's) Authorized Representative-those individuals identified in writing by the Owner to act on behalf of the Owner for this project.

Person-an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

Plans-the drawings which show the location, type, dimensions, and details of the Work to be done under this Contract.

Punchlist-the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

Record Document-means the as-built Plans, Specifications, testing and inspection records, product test data, samples, manufacturer and distributor/supplier warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, certificates of occupancy, and other documents listed in section B of these General Conditions, recording all services performed.

Solicitation Document-means invitation to bid or request for proposal or request for quotes.

Specification-means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications will generally state the results or products to be obtained and may describe the method and manner of doing the work to be performed.

Subcontractor- a person having a direct contract with the Contractor, or another subcontractor, to perform one or more items of the Work.

Substantial Completion-the date when the Owner accepts in writing the construction, alteration, or repair of the improvement to real property or any designated portion thereof as having reached the state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous days of successful, trouble-free operation.

Substitutions- items that in function, performance, reliability, quality, and general configuration are the same or better than the product specified.

Supplemental General Conditions-those conditions that remove from, add to, or modify these General Conditions.

Work- the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

SCOPE OF WORK

The work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use set forth in the Contract Documents.

INTERPRETATION OF CONTRACT DOCUMENTS

Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract documents are intended to be complimentary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among Contract Documents, interpretations will be based on the following descending order of precedence:

1. Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
2. Addenda issued during bidding;
3. Special Provisions;
4. Reviewed and accepted, stamped Plans;
5. Standard Drawings
6. Standard Specifications
7. The Port of Hood River Public Improvement Contract;
8. The General Conditions;
9. The Solicitation Document and any addenda thereto;
10. The Accepted Offer.

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

In the case of an inconsistency between the Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

If the Contractor finds discrepancies in or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or the Owner's Authorized Representative. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner's Authorized Representative, who may delegate that duty in some instances to the Architect/Engineer. Responses to the Contractor's request for interpretation of Contract Documents will be made in writing by the Owner's Authorized representative within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner's Authorized Representative will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

It is understood that the Contractor, before submitting a bid, has made careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of

the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work.

SECTION B

Administration of the Contract

PORT'S ADMINISTRATION OF THE CONTRACT

The Port's Authorized Representative will provide administration of the Contract as described in the Contract documents (1) during construction, (2) until final payment is due and (3) during the one-year period for correction of work. The Port's Authorized Representative will act on behalf of the Port to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the contract. In performing these tasks, the Port may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.

The Port's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Port informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Port against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents.

The Port's Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the work.

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Port and Contractor shall endeavor to communicate with each other through the Port's Authorized Representative or designee about matters arising out of or relating to the contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Port's Authorized Representative.

Based on the Architect/Engineer's evaluation of the Contractor's Application for Payment, or unless otherwise stipulated by the Port's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payments in such amounts.

CONTRACTOR'S MEAN AND METHODS; MITIGATION OF IMPACTS

The Contractor shall direct and supervise the Work, using the Contractor's best skill and attention. The Contractor shall solely be responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

The contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.

The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

MATERIALS AND WORKMANSHIP

The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

The Contractor is responsible to perform the Work as required by the Contract Documents. Defective work shall be corrected at the Contractor's expense.

Work done and materials furnished shall be subject to inspection and/or observation by the Port's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Port's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

Contractor shall furnish adequate facilities, as required, for the Port's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide facilities and access to their facilities.

The Contractor shall furnish Samples of Materials for testing by the Port's Authorized Representative and include the cost of the Samples in the Contract Price.

PERMITS

The Port has obtained State and Federal permit approvals, hereby made part of the Contract Documents. Contractor shall obtain and pay for all other necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks, or otherwise. Contractor shall give requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits and claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the Port, its properties, officers, employees, and contractors.

COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and Contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable:

- i) Title VI and VII of Civil Rights act of 1964, as amended
- ii) Section 503 and 504 of the Rehabilitation act of 1973, as amended
- iii) The Health Insurance Portability and Accountability Act of 1996
- iv) The Americans with Disabilities Act of 1990, as amended
- v) ORS Chapter 659A, as amended
- vi) All regulations and administrative rules established pursuant to the foregoing laws
- vii) All other applicable requirements of federal and state civil rights and rehabilitations statutes, rules and regulations.

Port's performance under the Contract is conditioned upon the Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women, or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110)
- (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by tax, regulation, or this Contract when performing the Work.

Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at any time they submit their bids to the Contractor.

Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of those rules by calling the center at (503)232-1987.

Failure to comply with any or all of the requirements set forth here shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

INSPECTION

Port's Authorized Representative shall have access to the Work at all times.

The Port's Authorized Representative at its discretion will make inspection of Work. The Port's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Port's Authorized Representative, shall be removed and replaced at the Contractor's expense.

Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Port, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Port's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Port's Authorized Representative may be present for such procedures. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Port's Authorized Representative.

Work done or materials used without inspection or testing by the Port's Authorized Representative may be ordered removed at the Contractor's expense.

If directed to do so at any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done with sufficient notice to Port's Authorized Representative, the uncovering and restoration will be paid for as a Change Order.

If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs necessary by such failure, including those of repeated procedures and compensation for the Port's Authorized Representative and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

SEVERABILITY

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

ACCESS TO RECORDS

Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record filed changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Port's Authorized Representative access thereto.

Contractor shall retain and the Port and its duly Authorized Representatives shall have access to, for a period not less than six (6) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract including record pertaining to Overhead and indirect costs, for the purpose of audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Port and/or its agents shall continue to be provided full access to the records during litigation.

WAIVER

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

SUBCONTRACTS AND ASSIGNMENT

Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Port thereunder, unless,

- (1) the same are clearly inapplicable to the subcontractor at issue because of legal requirements or industry practices, or
- (2) specific exceptions are requested by Contractor and approved in writing by Port.

Where appropriate, Contractor shall require each subcontractor to enter in similar agreements with sub-subcontractors at any level.

At Port's request, Contractor shall submit to Port prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Port disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Port's satisfaction. Port's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

Contractor shall not assign, sell or transfer its rights, or delegate its responsibilities under this Contract, in whole or part, without the prior written approval of the Port. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

SUCCESSORS IN INTEREST

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

PORT'S RIGHT TO DO WORK

Port reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will

coordinate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of others in an acceptable manner and perform it in proper sequences to that of the others. The Port's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, Port's Authorized Representative will establish work priority (including the Work), which generally will be in the sequence that the contracts were awarded.

OTHER CONTRACTS

In all cases and at any time, the Port has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Port in the manner described above.

LITIGATION

Any claims between Port and Contractor that arises from or related to this Contract and that is not resolved through the Port contract review board shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County.

ALLOWANCES

The contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Port may direct.

Unless otherwise provided in the Contract Documents:

- a. When finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- b. Contractor's cost for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- c. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section (b) and (2) changes in Contractor's costs under this Section.
- d. Unless Port requests otherwise, Contractor shall provide to Port a proposed fixed price for any allowance work prior to its performance.

SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Design Build requirements apply. The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Port's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Port reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- a. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
- b. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- c. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the

information given and the design concept expressed in the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Port or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (1) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been executed by Port authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

If any errors or omissions appear in the drawings, specifications or other documents the Contractor shall, immediately and before proceeding with that portion of the work affected, notify Owner or such error or omission. Should the Contractor proceed with erroneous work without giving notice, Contractor shall be responsible for errors and make required corrections without additional cost to Owner.

SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Port, after evaluation by the Port's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently becomes apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Port or Port's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Port.

FUNDS AVAILABLE AND AUTHORIZED

Port reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Port's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Port's Services performed after the last day of the current biennium is contingent on Port receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Port, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

NO THIRD PARTY BENEFICIARIES

Port and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide 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.

SECTION C
Wages & Labor

MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

INTENT TO PAY PREVAILING WAGE

Approved Intent to Pay Prevailing Wage statements shall be provided to Owner prior to first pay application.

PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS

In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Port's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the Contract.

Pursuant to ORS 279C.845(7), the Port shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by previous paragraphs. The Port shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Port the certified statements required by previous section. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Port to the Commissioner at the time Port enters into the Contract.

PROMPT PAYMENT AND CONTRACT CONDITIONS

Pursuant to ORS 279C.505 and as a condition to Port's performance hereunder, the Contractor shall:

- Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
- Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
- Not permit any lien or claim to be filed or prosecuted against the Port on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Port, or assign any sums due by Port, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Port.
- Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- Demonstrate that an employee drug testing program is in place as follows:
 - (a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:
 - (1.) A written employee drug testing policy,
 - (2.) 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
 - (3.) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

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 project job site.

- (b) Contractor shall require each Subcontractor providing labor for the project to:
 - (1.) 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
 - (2.) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

Pursuant to ORS 279C.515, and as a condition to Port's performance hereunder, Contractor agrees:

- If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Port may pay the claim and charge the amount of the payment against funds due or to become due to Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from Port 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(3) 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 thirty (30) days after the date when payment was received from Port or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
- If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the 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. Every contract related to this Contract shall contain a similar clause.

Pursuant to ORS 279C.580, Contractor shall 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 a construction contract:

- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by Port under the Contract;
- (b) An interest penalty clause that obligates the Contractor if payment is not made within thirty (30) days after receipt of payment from Port, 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) of this subsection. 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 Port or Contractor when payment was due. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and shall be computed at the rate specified in ORS 279C.515(2).
- (c) A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) and (b), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

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.

PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Port's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury,

to the employees of such Contractor, all sums of which the Contractor agrees to pay for such service and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

HOURS OF LABOR

As a condition to Port's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference. Contractor shall give a written schedule to employees showing the number of hours per day and days per week the employee may be required to work.

Pursuant to ORS 279C.520 and as a condition to Port's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any day or forty (40) in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday, or
- (b) For all overtime in excess of ten (10) hours a day or forty hours (40) in any one week when the work week is four consecutive days Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holidays specified in ORS 279C.540.

This section will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This section shall not excuse Contractor from completion of the Work within the time required under this Contract.

SECTION D

Changes in Work

CHANGES IN WORK

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Port's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this conditions and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Port's Authorized Representative may at any time, without notice to sureties and without impairing the Contract, require changes consistent with this section. All Change Order Work shall be executed under the conditions of the Contract Document. Such changes may include, but are not limited to:

- (a) Modifications of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Changes in the duration of the project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those made that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under section I, "*Termination or Suspension*" to follow, Port reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of "Port's Right to Do Work" shall then apply.

Adjustments in compensation shall be made under the conditions following, in which costs for deductive changes shall be based upon Direct Costs adjustments together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Port.

The Port and Contractor agree that Change Order Work shall be administered and compensated according to the following:

- (a) Unit pricing may be utilized at the Port's option when unit prices or solicitation alternatives were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional work.
- (b) If the Port elects not to utilize the unit pricing, or if in the event that unit pricing is not available or appropriate, fixed pricing may be used for Change Work Order. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The mark-ups set forth following shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Port without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Port upon request, but Port shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then the Change Order Work shall be performed on a cost reimbursement basis for Direct Costs. Such work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following mark-ups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

On labor15%
On Equipment..10%
On Materials.....10%

When Change Order Work is invoiced by an authorized subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by such change Order as follows:

\$0.00-\$5,000.00	10%, and then
over \$5,000.00	5%

Payments made to Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for Change Order Work. Port may establish a maximum cost for Change Order Work under this section which shall not be exceeded for reimbursement without additional written authorization from Port. Contractor shall not be required to complete such Change Order Work without additional authorization.

Any necessary adjustments of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Port's Authorized Representative authorizes Contractor to start the work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation and additional contract time as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If not received within the time limit, Contractor's requests pertaining to that Change Order are barred. The thirty day time limit applies to claims of Subcontractors, suppliers, or manufacturers that may be affected by the Change Order.

If Port's Authorized Representative denies the Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a claim under the Claims Review Process described hereafter in this Section D.

No request or claim by the Contractor for additional cost or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Contractor agrees to submit its final payment application within ninety (90) days after Substantial Completion, unless Port grants a written extension. Contractor shall not delay final payment application for any reason.

DELAYS

Delays in construction include "Avoidable Delays", which are defined in the following section, and "Unavoidable Delays", which are defined in the one after. Found in this section are the effects of Avoidable Delays and Unavoidable Delays.

Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of neither other parts of the Work nor the completion of the whole Work within the Contract Time.
- (c) Do not impact activities on the accepted critical path schedule.
- (d) Are associated with the reasonable interference of other contractors employed by the Port that do not necessarily prevent the completion of the whole Work within the Contract Time.

Unavoidable Delays include delays other than Avoidable delays that are:

- (a) Caused by any actions of the Port, Port's Authorized Representative, or any other employee or agent of the Port, or by separate contractor employed by the Port.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Port's Authorized Representative immediately of differing site conditions before the area has been disturbed. The Port's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular contract. If Contractor and the Port's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in previous sections for Change Order Work. If the Port's Authorized Representative disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under the *Claims Review Process*. (following section)
- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:
 - a. Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more.
 - b. Daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described earlier in section.
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in previous section.

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this section for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under previous section, Contractor shall submit a written notification of the delay to the Port's Authorized Representative within two (2) days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) days after the cause of the delay has been mitigated, or in no case more than thirty (30) days after the initial written notification, the Contractor shall submit to the Port's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Port's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under the following section, *Claims Review Process*.

If Contractor does not timely submit the notices required under this section, then unless otherwise prohibited by law, Contractor's Claim shall be barred.

CLAIMS REVIEW PROCESS

All Contractor Claims shall be referred to the Port's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Port's Authorized Representative within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within thirty (30) days after the initial Claim, Contractor shall submit to the Port's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by the following section. Unless the Claim is made in accordance with these time requirements, it shall be waived.

The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Port's Authorized Representative. The Port's Authorized Representative and the Port will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Port.

The Port's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten (10) days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Port in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

The Port's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Port within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the Port shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.

The decision of the Port shall be final and binding unless the Contractor delivers to the Port its requests for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the Port's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through the mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Port and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Port's mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

Unless otherwise directed by Port's Authorized Representative, Contractor shall proceed with the Work while any Claim of Contractor is pending, including a Claim for additional compensation or additional Contract Time resulting from Change Order Work. Regardless of the review period or the final decision of the Port's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Port or Port's Authorized Representative.

SECTION E

Payments

SCHEDULE OF VALUES

The contractor shall submit, at least ten (10) days prior to submission of its first application for progress payment, a schedule of values for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Port's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Port's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Port's Authorized Representative.

APPLICATIONS FOR PAYMENT

Port shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. The Port's Authorized

Representative shall approve all payments. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Port shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence thirty (30) days after the receipt of invoice from the Contractor or fifteen (15) days after the payment is approved by the Port's Authorized Representative, whichever is the earlier date. The rate of interest 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 thirty (30) days after receipt of the application for payment from the Contractor or fifteen (15) days after the payment is approved by the Port, whichever is the earlier date, but the rate of interest shall not exceed thirty percent (30%). Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Port shall so notify the Contractor within fifteen (15) days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) days of being notified by the Port, shall not cause a payment to be made later than specified in this section unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Port and the Contractor.

Contractor shall submit to the Port's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received."

Signed:

Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Port's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Port's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Port as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Port.
- (e) Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out-of-town storage sites. The cost of said inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.
- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (h) All required documentation must be submitted with the respective application for payment.

The Port reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Port's opinion to protect the Port from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
- (b) Third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Port is provided by the Contractor;
- (c) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Port may issue checks made payable jointly to Port and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under previous sections.
- (d) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) Damage to the Port or another contractor;
- (f) Reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) Failure to carry out the Work in accordance with the Contract Documents; or
- (h) Assessment of liquidated damages, when withholding is made for offset purposes.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in section, *Retainage*. Pending final determination of cost to the Port of changes in the Work, amounts not in the dispute may be included even though the Contract Price has not yet been adjusted by Change Order.
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Port pursuant to previous section, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section, *Retainage*.
- (c) Subtract the aggregate of previous payments made by the Port; and
- (d) Subtract any amounts for which the Port's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.

Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

The Contractor warrants to Port that title to all Work covered by an application for payment will pass to the Port no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Port shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

If Contractor disputes any determination by Port's Authorized Representative with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

PAYROLL CERTIFICATION REQUIREMENT

Payroll certification is required before payments are made on the Contract. Refer back to section, *Payroll Certification: Additional Retainage; Fee Requirements* for this information.

DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under this Contract from any state agency other than the agency that is a party to this Contract.

RETAINAGE

Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

Port may reserve as retainage from any progress payment an amount not to exceed five percent (5%) of the payment. As Work progresses, Port may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after fifty percent (50%) of the Work under the Contract is completed if, in the Port's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven- and one-half percent (97.5%) completed the Port may, at its discretion and without application by the Contractor, reduce the retained amount to one hundred percent (100%) of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Port shall respond in writing within a reasonable time.

In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Port or in a custodial account or other mutually-agreed account satisfactory to Port, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Port;
- (b) *that retainage be deposited in an interest-bearing account, established through the State Treasurer for state agencies, in a bank, savings banks, trust company or savings association for the benefit of Port, with earnings from such account accruing to the Contractor; or*
- (c) that the Port allow Contractor to deposit a surety bond for the benefit of Port, in a form acceptable to Port, in lieu of all or a portion of funds retained or to be retained. Such bonds and any proceeds therefrom shall be made priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

Where the Port has accepted the Contractor's election of option (a) or (b), Port may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Port has agreed to Contractor's request for option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainages.

The retainage held by Port shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Port shall pay to Contractor interest at the rate of one and one-half percent (1.5%) per month on the final payment due Contractor, interest to commence thirty (30) days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Port in writing when the Contractor considers the Work complete and Port shall, within fifteen (15) days after receiving the written notice, either accept the Work or notify the contractor of Work yet to be performed on the contract. If Port does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by the subsection shall commence to run thirty (30) days after the end of the fifteen (15) day period.

In accordance with the provisions of ORS 279C.560, Port shall reduce the amount of the retainage if the Contractor notifies the controller of the Port that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Port's Authorized Representative, bonds and securities of equal value of a kind approved by the Port's Authorized Representative.

Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent (5%) of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection, *Retainage* as apply to Port's retainage from any progress payment due to Contractor.

As provided in subsections under section *Payroll Certification: Additional Retainage; Fee Requirements*, additional retainage in the amount of twenty-five percent (25%) of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by the first subsection of section, *Payroll Certification: Additional Retainage; Fee Requirements*.

FINAL PAYMENT

Upon completion of all the Work under this Contract, the Contractor shall notify the Port's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Port's Authorized Representative will inspect the Work, and if acceptable, submit to the Port a recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the Contractor. If the Work is not acceptable, Port will notify Contractor within fifteen (15) days of Contractor's request for final payment. Upon approval of this final estimate by the Port and approval of this final estimate by the Port and compliance by the Contractor with provisions found in the Section titled, *Contract Close Out. 3 Affidavit/Release of liens and claims*, and other provisions as may be applicable; the Port shall pay to the Contractor all monies due under the provisions of these Contract Documents.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Port's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Port that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Port or the Port's property might be responsible or encumbered (less amounts withheld by Port) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Port, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Port, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Port. If a Subcontractor refuses to furnish a release or waiver required by the Port, the Contractor may furnish a bond satisfactory to the Port to indemnify the Port against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Port all money that the Port may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

SECTION F

Job Site Conditions

USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Port's Authorized Representative. Contractor shall follow the Port's Authorized Representative's instructions regarding use of premises, if any.

PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Port's Authorized Representative, Port's workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Port, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Port. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Port's Authorized Representative. The Port's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

Contractor shall not enter upon private property without first obtaining permission from the property Port or its duly Authorized Representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and Port and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the Port's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Port's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appear, if instructed by the Port's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with the Section titled *Changes in the Work*.

Contractor shall, at its sole expense, provide all traffic control signage, barriers, and flaggers at no additional cost to Owner.

CUTTING AND PATCHING

Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other Contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

CLEANING UP

From time to time, as may be ordered by the Port, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Port, the work may be done by others and the cost charged to the Contractor and deducted from payment due to the Contractor.

DISPOSAL OF SURPLUS MATERIALS

No waste site has been provided by Owner for the disposal of excess materials and debris. Debris shall be taken by Contractor to a disposal site approved by Owner. Contractor shall keep site clean, safe and free of debris. Contractor shall dispose of waste materials in an Owner-approved location.

ENVIRONMENTAL CONTAMINATION

Contractor will be held responsible for and shall indemnify, defend (with counsel of Port's choice) and hold harmless Port from and against any costs, expenses, damages, claims, and causes action,

(including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section shall limit Contractor's responsibility for obtaining insurance coverage required under section titled *Insurance* of these General Conditions, and Contractor shall take no action that would void or impair such coverages.

Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Port and be performed by properly qualified personnel.

Contractor shall obtain the Port's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in many applicable federal, state, or local statutes, rules and ordinances. Notwithstanding such written consent from the Port, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state or local statutes, rules or ordinances;
 - i. Contractor must have in date spill response kit on the dock or work vessel and assessable at all times.
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- (c) promptly clean up, without cost to the Port, such spills, releases, discharges, or leaks to the Port's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Port. A written follow-up report shall be submitted to the Port within forty-eight (48) hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than Port.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

ENVIRONMENTAL CLEAN-UP

Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference section titled *Environmental Contamination*), Contractor shall immediately notify Port of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous Substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Port of any hazardous substance(s) discovered

or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued to work in such area would present a risk or danger to the health or well-being of Contractor's or any Subcontractor's work force.

Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Port shall arrange for the proper disposition of such hazardous substance(s).

FORCE MAJEURE

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Port may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

SECTION G

Indemnity, Bonding, and Insurance

RESPONSIBILITY FOR DAMAGES/INDEMNITY

Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from the carrying out of Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the PORT, Port's Authorized Agent, its properties, officers, employees, and Architect/Engineer Consultants from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to (a) any damage, injury, loss, expense, inconvenience or delay described here, (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either at any time prior to the time the Work is fully completed, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of agreement, representation or warranty of the Contractor contained in the Contract Document or any subcontract, (d) the negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140) and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this section.

PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

When the contract price is \$100,000 or more (\$50,000 or more in the case of Contracts for highways, bridges and other transportation projects) the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents.

Before starting Work, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon laws 2005, chapter 360, and OAR 839-025-0015, unless otherwise exempt from those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Contractors Construction Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

INSURANCE

Worker's Compensation: 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. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or Subcontractors.

Builder's Risk: During the term of this Contract, for new construction the Contractor shall maintain in force, at its own expense, Builder's Risk Insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Such insurance shall be maintained until the Owner has occupied the facility.

Commercial General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the Port. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each aggregate limit shall not be less than \$1,000,000.

Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.

Tail Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability for twenty-four (24) months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of final acceptance.

Additional Insured: The liability Insurance coverage, except for the Professional Liability if included, required for this Contract shall include the Port, officers, employees, and Bell Design Company as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

There shall be no cancellation, material change, potential exhaustion coverages without thirty (30) Days' written notice from the Contractor or its insurer(s) to the Port.

As evidence of coverage, Contractor shall furnish a certificate of insurance to Port prior to Issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverages required under this Contract shall be obtained from insurance companies or entities acceptable to the Port that are allowed to provide such insurance under Oregon law. The certificate will also specify that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverages without thirty (30) Days' written notice from the insurer(s) to Port. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be approved by the Port in writing prior to issuance of a Notice to Proceed and is subject to Port's approval.

Insurance coverages required under this Contract shall be obtained from insurance companies or entities acceptable to the Port that are allowed to provide such insurance under Oregon law.

Jones Act: The contractor must be aware of the requirements of this act and have the necessary maritime insurance in place.

SECTION H

Schedule of Work

CONTRACT PERIOD

Time is of the essence on this contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence work within ten (10) days of Notice to Proceed, unless otherwise directed.

Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.

The Port will not waive any rights under the Contract by permitting the Contractor to continue or complete the Work or any part of it after the date described above.

SCHEDULE

Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Port. The submitted schedule must illustrate Work by significant project components, significant labor trades and long lead times. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly pay application. Acceptance of the schedule by the Port does not constitute agreement by the Port, as to the Contractor's sequencing, means, methods or allocated Contract Time. In no case shall the Contractor make a request for additional compensation for delays if the Work is completed within the Contract Time but after the Contractor's scheduled completion.

WORKING DAYS

Contractor shall complete all physical Contract Work within the number of "working days" stated in the Contract Provisions or as extended by Owner. Every day will be counted as a "working day" unless it is a nonworking day or an Owner-determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the Contract specifically suspends Work, or one of these Owner holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

An unworkable day is defined as a half or whole day Owner declares to be unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the Work shown on the critical path of the Contractor's approved progress schedule. Other conditions beyond the control of the Contractor may qualify for an extension of time.

Each working day shall be charged to the Contract as it occurs, until the Contract Work is physically complete. If Substantial Completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Owner will provide the Contractor a statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the Physical Completion of the Contract; and (3) remaining for the Physical Completion of the Contract. The statement will also show the nonworking days and any half or whole day the Owner declares as unworkable. Within 10-calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Owner, the protest shall be in sufficient detail to enable the Owner to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct.

Owner will give the Contractor written notice of the Physical Completion Date for all Work the Contract requires. That date shall constitute the Physical Completion Date of the Contract, but shall not imply Owner acceptance of the Work or the Contract.

Owner will give Contractor written notice of the Completion Date of the Contract after all the Contractor's obligations under the Contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow Owner to process final acceptance of the Contract. The following documents must be received by Owner prior to establishing a Completion Date:
 - a. Certified Payrolls
 - b. Material Acceptance Certification Documents
 - c. Final Contract Voucher Certification

SECTION I

Correction of Work

BEFORE FINAL PAYMENT

The Contractor warrants to the Port that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Port's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Port, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than sixty (60) days for completion of defective (punch list) work, unless otherwise agreed. At the end of that period, or earlier if requested by the Contractor, the Port shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the above time period, without affecting Contractor's obligations the Port may perform such work and Contractor shall reimburse the Port all costs of the same within thirty (30) days after demand.

WARRANTY WORK

Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective work and, unless a longer period is specified, Contractor shall correct all defaults that appear in the work within a period of one year from the date of issuance of the written notice of substantial completion by the Port except for latent defects which will be remedied by the Contractor at any time they become apparent.

The Port shall give the Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Port's demand. If Contractor fails to complete the warranty work within such period as Port determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting Contractor's obligations, Port may perform such work and Contractor shall reimburse Port all costs of the same within thirty (30) days after demand.

This provision does not negate guarantees or warranties for periods longer than one year including without limitations such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.

In addition to Contractor's warranty, manufacturer's warranties shall pass to the Port and shall not take effect until affected work has been accepted in writing by the Port's Authorized Representative.

The one-year (1) period for correction of Work shall be extended with respect to portions of Work performed after substantial completion by the period of time between substantial completion and the

performance of the work, and shall be extended by corrective Work performed by the Contractor pursuant to this section, as to work corrected.

If the Port prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Port may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

Section J

Suspension or Termination of the Work

PORT'S RIGHT TO SUSPEND WORK

The Port and the Port's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:

- (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 Port's Authorized Representative, which are unsuitable for performing the work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

The Port shall notify the Contractor and the Contractor's Surety in writing of the effective date and time of the suspension and shall notify Contractor and its Surety in writing to resume work.

CONTRACTOR'S RESPONSIBILITIES

During the period of suspension, Contractor is responsible to continue maintenance at the project just as if the work were in progress.

COMPENSATION FOR SUSPENSION

Depending on the reason for suspension of the Work, the Contractor or the Port may be due compensation from the other party. If the suspension was required due to acts or omissions of the Contractor, the Port may assess the Contractor actual costs of the suspension. If the suspension was caused by acts or omissions of the Port, the Contractor shall be due compensation which shall be defined under "Changes in Work". If the suspension was required through no fault of the Contractor or the Port, neither party owes the other for the impact.

PORT'S RIGHT TO TERMINATE CONTRACT

The Port without prejudice to any other right or remedy, and after giving Contractor seven (7) Days written notice and an opportunity to cure, terminate the Contract in whole or part under the following conditions:

- (a) If Contractor should voluntarily or involuntarily, seek protection under the US Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;

- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Port or Authorized Representative;
- (f) If Contractor is otherwise in material breach of any part of the Contract.

At any time the above occurs, the Port may exercise all rights and remedies available to Port at law or equity, and in addition, Port may take possession of the premises and all of the materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the work is completed. If the Port's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Port.

TERMINATION FOR CONVENIENCE

Port may terminate the Contract in whole or in part whenever Port determines that termination of the Contract is in the best interest of the public.

The Port will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Port with immediate and peaceful possession of the premises and materials located on and off premises for which the Contractor received progress payment. Compensation for Work terminated by the Port under this provision will be paid according to the terms of "Payment of Work." In no circumstances shall Contractor be entitled to lost profits for Work not performed due to termination.

ACTION UPON TERMINATION

Upon receiving a notice of termination, and except as otherwise directed by the Port, Contractor shall immediately cease placing further subcontractors or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Port, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

As directed by the Port, Contractor shall upon termination transfer title and deliver to the Port all record documents, information, and other property that, if Contract had been completed, would have been required to be furnished to the Port.

SECTION K

Contract Close Out

RECORD DOCUMENTS

As a condition of final payment, Contractor shall comply with the following: Contractor shall provide to the Port's Authorized Representative, Record Documents ("Record Drawings;" "As Builts") of the entire project. Record Documents shall depict the project as constructed and shall reflect every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed. Record Documents shall be provided in an electronic format along with paper copies in 24"x36" dimension.

OPERATION AND MAINTENANCE MANUALS

The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufactures, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Port's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Port's Authorized Representative.

AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Port's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to the Port, which states that all subcontractors and suppliers have been paid in full, all disputes with property owners and the Port have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Port's choice) and hold harmless the Port from all claims for labor and materials furnished under this Contract.

COMPLETION NOTICES

Contractor shall provide the Port notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Port and the Contractor for security, maintenance, heat, utilities, damage to Work and insurance, and the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Both completion notices must be signed by the Contractor and the Port to be valid. The Port shall provide the final signature on the notices. The notices shall take effect on the date signed by the Port.

TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Port's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. The O & M Manuals shall be used as a basis for training.

EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment.

ENVIRONMENTAL CLEANUP

As part of the Final Completion notice, or as a separate written notice submitted with or before the Final Completion, the Contractor shall notify the Port that all environmental pollution clean-up which was performed as part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section E.

CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Port has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of the Port.

OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Port all items issued during construction such as keys and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from Contractor to the Port.

SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

[The remainder of this page is intentionally left blank.]

SECTION L

Legal Relations & Responsibilities

LAWS TO BE OBSERVED

In compliance with ORS 279C.525, there are federal, state, and local agencies of which the Port has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract.

PART 9

**SAMPLE
PORT OF HOOD RIVER
PUBLIC IMPROVEMENT CONTRACT**

SAMPLE PORT OF HOOD RIVER PUBLIC IMPROVEMENT CONTRACT

THIS SAMPLE PORT OF HOOD RIVER PUBLIC IMPROVEMENT CONTRACT IS PROVIDED AS A PART OF THE PORTWAY STORMWATER PIPELINE PROJECT BID SOLICITATION AS AN EXAMPLE OF THE FORM AGREEMENT THAT MAY BE ENTERED INTO BY THE PORT AND THE APPARENT SUCCESSFUL BIDDER. THE PORT RESERVES THE RIGHT TO REVISE THIS FORM IN PART OR IN ITS ENTIRETY, AS NECESSARY AND AT THE PORT'S SOLE DISCRETION.

This Public Improvement Contract entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, ("PORT") and [REDACTED] ("CONTRACTOR"), for completion of the Portway Stormwater Pipeline Project ("Project"), shall become effective when this Contract has been signed by both the PORT and CONTRACTOR and the PORT has issued to CONTRACTOR a Notice to Proceed with the Work.¹ PORT and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, CONTRACTOR, having examined the Work site and become familiar and satisfied with conditions, has submitted an acceptable Bid to: (i) install approximately 326 linear feet of new 18" ASTM 3034 DR35 PVC storm sewer pipeline along Portway Ave. west of N. 8th St. in Hood River, Oregon 97031, from the existing catch basins north of the City of Hood River's wastewater treatment plant to a proposed City stormwater pipeline at N. 8th St.; (ii) install 92 linear feet of 12" ASTM 3034 DR35 PVC storm sewer pipeline to serve two (2) Port properties north of Portway Ave.; (iii) replace 40 linear feet of existing 6" storm sewer pipeline with 10" ASTM 3034 DR35 PVC storm sewer pipeline between the existing catch basins; (iv) remove an existing catch basin and replace it with a Contech StormFilter catch basin; (v) install two (2) new 48" manholes; (vi) replace 70 linear feet of curb and gutter; (vii) replace 70 square feet of sidewalk; (viii) replace a concrete driveway approach; and (ix) replace 540 square yards of asphalt (the "Work"). All Work is to be performed per the requirements of the Contract Documents.

WHEREAS, CONTRACTOR submitted a Bid in response to Port's Invitation to Bid ("ITB"), offering to perform the Work under the terms and conditions of this Contract;

WHEREAS, PORT evaluated all Offers and selected CONTRACTOR to perform the Work; and,

WHEREAS, the Parties hereto desire that this Contract be undertaken and completed on the terms and conditions as hereafter set forth;

THEREFORE, IT IS AGREED AS FOLLOWS:

I. TERMS OF PERFORMANCE

CONTRACTOR agrees to perform the described Work and provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to complete the Work at the designated location in accordance with all terms specified in (i) this Contract; (ii) the PORT's Portway Stormwater Pipeline Project Bid Solicitation ("Solicitation Documents"), including the Port of Hood River General Conditions for Public Works Contracts ("General Conditions") incorporated therein; and (iii) CONTRACTOR's submission to Solicitation ("CONTRACTOR's Submission").

¹ All capitalized terms not otherwise defined within this Port of Hood River Public Improvement Contract shall have the meanings ascribed to them as set forth in Section A of the Port of Hood River General Conditions for Public Works Contracts.

This Contract, the Solicitation Documents, General Conditions, and CONTRACTOR's Submission are collectively referred to herein as the "Contract Documents." The Contract Documents are incorporated by reference and constitute the entire agreement between PORT and CONTRACTOR.

In the event of a conflict between the Contract Documents, the controlling document shall be this Contract, then the General Conditions, then the Solicitation, and finally CONTRACTOR's Submission. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

II. COMPENSATION

Subject to the provisions of all Contract Documents and in consideration of CONTRACTOR's faithful performance of the terms and conditions thereof by CONTRACTOR and CONTRACTOR's completion of the Work, PORT agrees to pay CONTRACTOR in the manner provided in the Contract Documents. Compensation is for completing the Work pursuant to the Contract Documents.

III. CONTRACT DATES

- 1) Project Start Date: 10 calendar days from PORT's issuance of the Notice to Proceed
- 2) Substantial Completion: To Be Determined
- 3) Final Completion: To Be Determined

IV. LIQUIDATED DAMAGES

Time is of the essence for this Contract. If CONTRACTOR fails to complete the Work within the time specified or within any extension of time agreed to by both Parties in writing, CONTRACTOR shall pay liquidated damages of Two Thousand US Dollars (\$2,000.00) for each day of delay beyond the completion date identified above.

Permitting CONTRACTOR to continue and finish the Work, or any part thereof, after the completion date set forth in this Contract, or any permitted extension period, as pertinent, has expired shall in no way operate as a waiver on the part of PORT or any of its rights under the Contract.

Payment of liquidated damages shall not release CONTRACTOR from obligations in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of PORT's right to collect any additional damages which may be sustained by failure of the CONTRACTOR to carry out the terms of the Contract, it being the intent of the Parties that said liquidated damages be full and complete payment only for failure of CONTRACTOR to complete the Work on time.

V. REPRESENTATIVES

PORT designates Kevin Greenwood, its Executive Director as its Authorized Representative in the administration of this Contract. Kevin Greenwood's contact phone is (541) 386-1138 and email is kgreenwood@portofhoodriver.com. CONTRACTOR designates [Name], its [Title], as its Authorized Representative to act on its behalf. [CONTRACTOR's Authorized Representative]'s contact phone is [redacted] and email is [redacted]. Either Party shall be entitled to remove and/or substitute their respective Authorized Representative by providing written notice to the other Party.

Notwithstanding the foregoing, the below-named individuals shall be the designated points of contact for matters relating to performance, payment, authorization, and to carry out the responsibilities of the Parties. Any notice, request, report, or other communication required or permitted hereunder shall be in writing and shall be delivered personally (by courier or otherwise), by electronic mail, sent by certified or registered mail, postage prepaid and return receipt requested, or by express mail or other nationally recognized overnight or same-day delivery service. Any such notice shall be deemed given when so delivered by electronic mail, by such delivery service, or by the United States mail to each Party's Authorized Representative and to the following individuals:

If to PORT:

Attn: John Mann, Facilities Director
1000 E. Port Marina Drive
Hood River, OR 97031
Email: jmann@portofhoodriver.com
Phone: (541) 399-9228

If to CONTRACTOR

Attn:

Email:
Phone:

VI. INTEGRATION

The Contract Documents constitute the entire agreement between the Parties. No modification or change of terms of this Contract shall bind either Party unless in writing and signed by the Authorized Representatives of 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 other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. CONTRACTOR, by the signature below of its Authorized Representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

VII. COUNTERPARTS, EXECUTION, ELECTRONIC SIGNATURES

This Contract may be executed in counterparts. This Contract may be executed using original signatures, facsimile signatures, or only with PORT's prior approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, that can be authenticated. Under ORS 84.014, CONTRACTOR's consent is not required for this Contract to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, CONTRACTOR grants such consent.

IN WITNESS WHEREOF the Parties have executed this Contract on _____, 20____.

CONTRACTOR

By _____

Its _____

PORT OF HOOD RIVER

By _____

Its Executive Director

PART 10
CONSTRUCTION PLANS
BOUND SEPARATELY

PART 11

TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS PUBLIC WORKS CONTRACT BID DOCUMENTS PORT OF HOOD RIVER, OREGON

PORTWAY STORMWATER PIPELINE PROJECT SPECIFICATIONS

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SPECIAL PROVISIONS

The project area of work defined by this Contract is in Hood River, Oregon, north of the I-84 freeway and within the Port of Hood River Waterfront Industrial area. The project will install 326 lineal feet of 18-inch ASTM F679 PVC stormwater pipeline, 47 lineal feet of 12-inch ASTM D3034 PVC stormwater service pipeline, 85 lineal feet of 10-inch ASTM D3034 PVC stormwater lateral pipeline, one Stormfilter catch basin, and two manholes in Portway Ave. The 18-inch main will connect to a 36-inch storm trunk line proposed to be installed by the City near N. 8th St.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to these Special Provisions is the 2018 edition of the "Oregon Standard Specifications for Construction"

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 local Project.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

00110.20 Definitions - Make modifications to the list of definitions as follows:

Engineer - The individual who represents the Agency and who is designated by the Agency to administer the Contract.

Final Acceptance - Written confirmation by the Agency that the Project has been accepted by the Agency.

Work- The furnishing of all materials, equipment, tools, labor, and incidentals necessary to successfully complete any individual Pay Item, any incidental work, or the entire Contract, and the discharge of duties and obligations imposed by the Contract.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Delete Section 00120 of the Standard Specifications. References to Section 00120 shall be directed to the other portions of the Contract Documents.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Delete Section 00130 of the Standard Specifications. References to Section 00130 shall be directed to the other portions of the Contract Documents.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications, supplemented and/or modified as follows:

00140.40 Differing Site Conditions - Replace the two bulleted items with the following:

- Subsurface or latent physical conditions that could not have been discovered by careful examination of the Project Site, utilities and available records, and
- Which are of an unusual nature that differs materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

00140.90 Final Trimming and Cleanup - Add the following bulleted items:

- The Contractor shall restore pavement, including driveways, damaged by the work to original condition. Damaged road signage, striping, and other pavement markings shall be restored to original condition.
- The Contractor shall wash and clean the exterior of all building and structure's windows adversely affected by the work.
- The Contractor shall broom clean all hard surfaces immediately adjacent to the work. Washing may be required if broom cleaning is not sufficient as determined by the project inspector.
- The Contractor shall replace existing landscaping damaged during the work at the direction of the Engineer.
- Removal and clean-up of erosion and sediment controls needed to stabilize the Project Site.
- For the above listed work items, the Engineer shall determine at his sole discretion which buildings, surfaces, etc. are adjacent to the work, or which were adversely affected by construction activities.

SECTION 00150 - CONTROL OF WORK

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

00150.10(a) Order of Precedence - Delete this Subsection of the Standard Specifications. References to this Subsection shall be directed to the section "Interpretation of Contract Documents" in Section A of the Port of Hood River General Conditions for Public Works Contracts.

00150.15 Construction Stakes, Lines, and Grades – Modify this section as follows:

00150.15(a) General - Replace this section in its entirety with the following:

00150.15(a) General - The Engineer shall establish field controls for the project. In addition, an electronic copy of the base drawing for this project, in Autocad.dwg format, shall be delivered to the Contractor's surveyor. The contractor's surveyor shall be a licensed professional surveyor in

the State of Oregon. All necessary calculations for staking shall be provided by the Contractor's surveyor.

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

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

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

00150.35(c) Number and Size of Drawings - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall submit Working Drawings according to one of the following methods:

- (1) **Paper Submittal** - At the Engineers request, submit copies of Working Drawings to the Engineer. The submitted copies shall be clear and readable. Drawing dimensions shall be 8 1/2 inches by 11 inches, 11 inches by 17 inches, or 22 inches by 34 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit such additional number of copies to the Engineer for processing that the Contractor would like to have returned.
- (2) **CAD Submittal** - For electronic submissions, submit Working Drawings according to the "Electronic Drawing Submittal Requirements" in the City of Hood River Engineering Standards Appendix E.
- (3) **Digital Submittal** - At the Engineers request, submit a digital copy of the Working Drawings to the Engineer. The digital copy will be in the form of a .pdf file. The submitted copies shall be clear and readable. Digital drawing dimensions shall be 11 inches by 17 inches, or 22 inches by 34 inches in size.

00150.40 Cooperation and Superintendence by the Contractor - Replace this subsection, except for the subsection number and title, with the following:

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

- Provide for the cooperation and superintendence on the Project by:
 - Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
 - Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
 - Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.

- Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
 - Appointees shall be competent to manage all aspects of the Work.
 - Appointees shall be from the Contractor's own organization.
 - Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
 - Appointees shall be experienced in the types of Work being performed.
 - Appointees shall be capable of reading and thoroughly understanding the Plans and Specifications.
- The appointed single Superintendent or any alternate Superintendent shall:
 - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
 - Be equipped with a two-way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
 - Have full authority and responsibility to promptly execute orders or directions of the Engineer.
 - Have full authority and responsibility to promptly supply the Materials, Equipment, Labor, and Incidentals required for performance of the Work.
 - Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
 - Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
 - Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
 - Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
 - Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
 - Carefully protect and preserve the Engineer's marks and stakes.

Any Superintendent or alternate Superintendent, who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

00150.50 Cooperation with Utilities - Add the following subsection:

(f) Utility Information:

The following organizations may have Utilities within the limits of the Project:

- | | |
|---|--|
| 1. Northwest Natural Gas
1125 Bargeway Rd.
The Dalles, OR 97058
Contact: Tanya Brumley
Ph. 541-296-2229 Ext. 8610 | Gas service lines will be crossed on this project. |
|---|--|

Northwest Natural Gas lines were located within the project limits and service lines are in place.

Notify, in writing, Northwest Natural Gas at least 10 Calendar Days before beginning construction activities.

- | | |
|---|--|
| 2. Pacific Power
1290 Tucker Rd
Hood River, 97031
Contact: Alan Wilm
Ph. 541-308-2008 | Underground power lines will be crossed on this project and service wires may be in place. |
|---|--|

Notify, in writing, Pacific Power at least 10 Calendar Days before beginning construction activities.

- | | |
|---|--|
| 3. City of Hood River Public Works
211 2 nd Street
Hood River, OR 97031
Contact: Wade Seaborn
Ph. 541-387-5201 | Storm, Sewer, and Water service lines will be crossed on this project. |
|---|--|

- | | |
|---|---|
| 4. Century Link Communications (Lumen)
4501 Minnehaha St. Bldg. 2
Vancouver, WA 98661
Contact: Marco Galas
Ph. 564-888-2027 | The new pipe line crosses underground communication lines |
|---|---|

Notify, in writing, Century Link at least 10 Calendar Days prior to beginning construction activities.

- | | |
|--|---|
| 5. Charter Communications
409 Union Street
The Dalles, OR 97058
Primary contact: Ernie Garcia
Ph. 541-288-6492
Secondary contact: Dan Wallace
Ph. 541-288-6498 | The new pipe crosses underground communication lines. |
|--|---|

6. Gorge Networks Service wires may be in place.
616 Industrial Ave
Hood River, OR 97031
Contact: Dave Keleher
Ph. 541-436-0214

Notify, in writing, Charter Communications and Gorge Networks at least 10 Calendar Days prior to beginning construction activities.

7. Hood River Electric Co-op. While no Hood River Electric line crossings are shown on the drawings, service wires may be in place.
3521 Davis Dr.
Odell, OR
Contact: Clinton Curtis
Ph. 541-354-1233

Notify, in writing, the Hood River Electric Co-op. at least 10 Calendar Days prior to beginning construction activities.

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

SECTION 00165 - QUALITY OF MATERIALS

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

00165.10(a) Field-Tested Materials - Add the following at the end of the first sentence, "except that verification testing and independent assurance testing shall be at the discretion and frequency determined by the Engineer. The Engineer may choose to accept the Contractor's quality control testing in lieu of performing verification testing."

00165.30(c) Acceptance of Field Tested Materials - Replace the first paragraph with the following:

The Contractor's test results for field-tested Materials will be verified by the Agency at the frequency and discretion of the Engineer or Engineer may choose to accept the Contractor's quality control testing in lieu of performing verification testing. If the Agency's QA test results verify the Contractor's results, the Materials will be analyzed for acceptance according to one of the following methods before the Engineer will accept them for incorporation into the Work:

00165.40 Statistical Analysis - Add the following sentence to the end of the second paragraph:

The Engineer has discretion to increase the testing per sub lot or decrease the size of the sub lot for verification testing.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.10(d) Agency's Payment of the Contractor's Prompt Payment Obligations – Replace the word "ODOT" with "the Port of Hood River" in the second sentence.

00170.10(f) Notice of Claim Against Bond - Replace this Subsection with the following Subsection:

00170.10(f) Notice of Claim Against Bonds - An Entity claiming not to have been paid in full for labor or Materials supplied for the prosecution of the Work may have a right of action first on the Contractor's public works bond and then, for any amount of a claim not satisfied by the public works Bond, on the Contractor's bond, cashier's check, or certified check as provided in ORS 279C.600 and ORS 279C.605.

00170.70 Insurance Coverage's - Delete this Subsection and refer to Section G of the "General Conditions for Public Work Contracts".

Add the following to the end of this section:

Bell Design Company and The Port of Hood River shall be named as additionally insured.

00170.82(c) Protection and Restoration of Non-Agency Property and Facilities – Add the following:

Prior to beginning construction, a video survey shall be made and recorded of all existing public and private utilities, wetlands, natural resources, bridge structures, railroads, buildings, windows, fascia, sidewalks, driveways, retaining walls, stairways, doorways, lawns, landscaping, surfacing, curbs, pavement markings, signs, garages, basements, residences, businesses, fences, and/or other significant structures that may incur damage of any nature due to the construction process. This pre-construction visual survey shall be recorded on standard digital video equipment and a copy provided to the Engineer. Costs associated with completing the pre-construction visual survey shall be included in the **"Mobilization"** bid item.

00170.93 Trespass – Add the following:

All work shall be completed within the easement and right-of-way boundaries. At no time shall any activity occur outside of the easement and right-of-way boundaries. Any penetration of these boundaries, permanent or temporary, by equipment, personal, fencing, material, or any other object, in whole or in part, shall be treated as a trespass. Contractor shall indemnify the Port against all disputes, claims, and/or suits arising from trespass outside of easements as shown in the plans.

SECTION 00180 - PROSECUTION AND PROGRESS

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

00180.06 Assignment of Funds Due under the Contract- Revise the first bulleted item to read, "The assignment request is made on a form acceptable to the Agency."

00180.10 Responsibility for Contract- Add this sentence to the end of the first paragraph, "Action by the Agency under this provision will not prejudice any other remedy it may have."

00180.22 Payments to Subcontractors and Agents of the Contractor - Delete the second paragraph in its entirety.

00180.40 Limitation of Operations - Modify this Subsection as follows:

00180.40(a) In General -Add the following bulleted items:

- Construction vehicles shall park on the construction site or at a location(s) indicated on the approved traffic control plan. Contractor parking shall not interfere with the everyday operations and access of residences, schools, businesses, or recreational areas surrounding and/or adjacent to the project area.
- Clean up the project area and leave it in a neat and secured manner at the end of each workday
- Provide the Agency Project Manager with a 24-hour emergency contact person's name and telephone number.
- In no way allow his/her employees or subcontractors to drive, step, work, or otherwise use or encroach upon private property outside of the limits of any easement or temporary construction easements as shown on the plans, or as established in the field and approved by the engineer in writing.

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
Cooperation with Other-Contractors.....	00150.55
Final Completion Time.....	00180.50
Right-of-Way and Access Delays.....	00180.65
Traffic Restrictions.....	00220.40

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

00180.41 Project Work Schedules - Supplement this section with the following paragraphs:

"The Contractor shall submit an updated project work schedule with all pay requests unless approved otherwise in writing by the Engineer. Payments to the Contractor may be held or delayed until an updated schedule has been received.

The Project Work schedule shall also address the sequencing of critical activities and shall identify the critical path for the project, critical milestones in accomplishing the work and fixed completion dates for those milestones.

A type "A" schedule will be required for this project.

00180.41(a-1) Type "A" Schedule - Add the following bullet after the bullet that begins "Duration of Work ... "

- Timelines for the relocation of existing private utilities within the project area.

00180.41(a-1) Schedule- Add the following to the end of this Subsection:

"Submit a weekly progress schedule to the Engineer which sets forth specific work to be performed the following week, and a tentative schedule for the next 2 following weeks."

00180.42 Preconstruction Conference - Add the following:

(a) General

The Contractor is required to contact John Mann at jmann@portofhoodriver.com to schedule the preconstruction conference.

In addition to the Contractor, the intended project superintendents, subcontractor foremen, affected utility representatives, and major suppliers - those who will actually be involved in construction activities - should attend the preconstruction conference. The Contractor must be prepared for a thorough discussion and review, as well as revision, which may be deemed necessary in the opinion of the Engineer, of the following:

(Note: These materials SHALL be brought to the preconstruction conference for discussion followed by Engineer review. Some items may also require submittal in advance of the preconstruction meeting per. specification.)

- Contractor's plan of operation and progress schedule (3+ copies)
- Health and safety plan (3+ copies)
- List of 24-hour emergency phone numbers for the project manager, site foreman, and traffic control supervisor
- List of subcontractors, names, addresses and phone numbers
- List of quality control subcontractor(s), name(s), address(s) and phone number(s)
- List of materials fabricated or manufactured off the project
- Material sources for the project
- Names of principal suppliers
- Detailed equipment list
- "Project Labor List" for all employee classifications anticipated to be used on project
- Cost percentage breakdown for lump sum bid item(s)
- Shop drawings (bring preliminary list)
- Traffic Control Plans (3+ copies).
- Erosion and Sediment Control Plan- (3+ copies)
- Pollution Control Plan (3+ copies)
- Proposed site for waste material disposal and any necessary permits required for placing this material
- Proposed truck haul route
- Lead times for any items not readily available.

During the preconstruction conference, be prepared to discuss the following items:

- Video inspection of existing conditions before work begins
- Weekly project meetings - schedule and responsibilities
- Plan for dewatering excavation if groundwater is encountered
- Responsibility for locating utilities
- Responsibility for damage
- Time schedule for relocations, if other than Contractor (coordinate with utilities)
- Hours of work
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and Owner's employees and representatives
- Suspension of work, time extensions

- Change order procedures
- Progress estimates - procedures for payment
- Construction engineering, advance notice of special work
- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in the Contract Documents
- Any other problems or questions concerning the work
- Processing and administration of public complaints
- Right-of-way and Temporary Construction Easements
- Tree protection and restoration

Add the following Subsection:

00180.44 Weekly Construction Meetings - Schedule and coordinate weekly construction progress meetings between the Contractor, Agency Project Manager, Engineer, utilities, subcontractors and sub-consultants to discuss project schedule, payment and other issues.

Create and record meeting minutes for each weekly construction meeting. Contractor shall provide copies of meeting minutes to all parties in attendance in advance of the next regularly scheduled meeting. Meeting minutes shall include a running summary of topics discussed at previous weekly meetings.

00180.50(d) Recording Contract Time- Add the following two paragraphs after the first paragraph:

Once Contract Time has commenced, the assessment of Contract Time will continue uninterrupted until the specified number of Days is exhausted or the completion date has been reached.

At the Contractor's request, for days when, in the judgment of the Engineer, weather conditions preclude work, the Contractor shall not work, and Contract Time will not be assessed. A full Contract Day will be assessed for days when, in the judgment of the Engineer, the Contractor is able to work at least at a 60% efficiency rate or for 60% of the day. Partial Contract Days will be charged as determined by the Engineer.

00180.50(e) Exclusions from Contract Time - Revise the fourth bulleted item to read:

- Suspension of the Work, except suspensions due to weather conditions, by written order of the Engineer for reasons other than the Contractor's failure or neglect.

00180.50(g) End of Contract Time - Delete this subsection in its entirety.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

00190.20(f-2) Scale Without Automatic Printer - Add the following sentence after the first paragraph:

Pay costs for the weigh witness at \$60.00 per hour.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph after the bullet list:

Pay costs for the weigh technician at \$60.00 per hour.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.12(d) Steel Materials Pay Item Selection- No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

00195.20(b) Significant Changed Work- Replace the first two paragraphs with the following:

If the changes made under 00140.30 significantly alter the character, unit cost, or lump sum cost of the Work, the Agency will adjust the Contract. The Contractor shall not be entitled to compensation for any loss in profits resulting from elimination of, reduction of, or other change to, a part of the Work.

Any adjustments will be established under the procedures set out in Section 00196 for determining rates for Extra Work, but those procedures shall account for the decrease or elimination of Work as well as for increases in the Work.

00195.30 Differing Site Conditions- In the second sentence, replace "materially differ and" with "are differing Project Site conditions under Section 00140.40 and".

00195.50(a-1) Progress Estimates - In the first sentence, replace "Engineer" with "Contractor".

00195.50(a-2) Value of Materials on Hand - In the first sentence, replace the word "will" with "may".

SECTION 00210 - MOBILIZATION

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

Construction

00210.40 Mobilization – Supplement this section with the following:

- Perform a visual, recorded pre-construction survey of the project per Section 00170.82(c) of these Special Provisions
- All labor, equipment, and material for work which is listed in the specifications and shown on the Contract Drawings and not specifically listed with other items of the Bid Schedule.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

Description

00220.02 Public Safety and Mobility – Replace the bulleted item that begins “Provide and maintain...” with the following bulleted item:

- Provide and maintain in a safe condition temporary access to business and residence driveways, temporary intersections, and temporary connections with roads, streets, bikeways, sidewalks and footpaths throughout the life of the project. Communicate with all adjacent properties 5 days in advance of any work to allow necessary arrangements to take place between the property owner, business, agency and Contractor. Communications shall be in the form of written text, verbal communication or other means and shall be documented by the Contractor in accordance with 00180.50(i) and be available to the agency. Unless specifically agreed upon in writing by the property owners, no closure to property accesses may occur during this contract.

Add the following bulleted items to the end of this Subsection:

- Notify the Port of Hood River of all changes to the traffic control prior to completing the change. Notify the Port of all lane closures. The Port of Hood River may be contacted at (541) 386-1645.
- Notify the City of Hood River Police and Fire Department of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures. Hood River Police may be contacted at (541) 386-2121, and the Fire Department at (541) 386-3939.
- Notify the Hood River School District of all changes to the traffic control prior to completing the change. The Hood River School District may be contacted at (541) 354-1388.
- Notify USPS of all changes to the traffic control prior to completing the change, when mail delivery services will be affected.
- When an abrupt edge is created by excavation, protect traffic using the “ABRUPT PAVEMENT EDGE DETAIL” and the “TYPICAL ABRUPT EDGE SIGNING DETAIL” configurations shown on Standard Drawings RD900.
- In areas of cold plane pavement removal, replace the asphalt concrete pavement during the same shift it is removed to provide an even surface across the entire paved width. If this requirement is not met, any additional temporary traffic control measures (including, but not limited to flagging and papered asphalt transition joints) required by the Engineer, shall be provided at the Contractor’s expense.
- No vertical transitions between pavements greater than two inches will be allowed. When pavement transitions are less than two inches, provide papered asphalt transition joints, and appropriate signing as directed by the Engineer.

- Provide a certified Traffic Control Supervisor (TCS). When the TCS is designated, notify the Engineer within 24 hours of who was appointed the TCS for the project. Make succeeding notifications within 24 hours every time a subsequent TCS is appointed to the project.
- As required, inform and contact all affected residents and businesses with special written notices approved by the Engineer, within the project area 48 hours before each of the following work activities: cold plane pavement removal, travel lane rotomill, base course paving, digouts, and before top lift asphalt concrete paving.
- Refer to the Contract Plans for additional project specific requirements.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

Description

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

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

00225.05(a) Agency or Contractor Traffic Control Plan – Replace the last bulleted item with the following bullet item:

- A detailed temporary striping plan in compliance with the current ODOT Traffic Line Manual

Add the following after the bulleted item:

At the Engineer's sole discretion, TCP revisions may be subject to a Contract change order.

00225.05(b) Tourist-Oriented Directional and Business Logo Signs – Add the following to the end of the Subsection:

At the Engineer's sole discretion, TCP revisions may be subject to a Contract change order.

If at any time during the work the Engineer determines the Traffic Control Plan to be inadequate, the Contractor shall provide and install the additional signs and devices at no additional cost to the Owner. The Engineer will be given five (5) working days to review the drawings. Drawings which are not approved shall be corrected and resubmitted for review as specified above. The Engineer will be given five (5) working days to review drawings each time they are resubmitted. No additional days will be added to the contract if resubmittal is required.

When signs are required for which specifications are not listed in the Standard Specifications, or the Special Provisions, the Contractor shall submit drawings for approval by the Engineer.

Payment

00225.90(b) Method “B” Lump Sum Basis – Replace this subsection with the following:

00225.90(b) Method “B” Lump Sum Basis – Work Zone traffic control will be paid for at the contract lump sum amount for the bid item, “Temporary Work Zone Traffic Control, Complete.”

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting and removing TCD, and for furnishing all equipment, labor, Flaggers, TCM, Traffic Control Supervision (TCS) and incidentals necessary to complete the work as specified or required to complete the work of this contract.

Partial Payments for Lump Sum Items within this section will be made as follows:

- When initial Contractor developed traffic plan, narratives and schedules are completed and accepted, and the initial Traffic Control devices are installed 10%
- Total allowable Monthly Partial Payments shall be determined by dividing the original total Lump Sum bid amount minus 10% by the number of months allotted for work within the original contract, such that the final payment will total 100% of the original bid.

Determination of maximum allowable daily increase for Lump Sum bid items under this section will be calculated by the Engineer by dividing the original total Lump Sum bid amount minus 10% by the number of total days in the Original Contract Schedule. This Maximum Daily Amount will be the maximum allowable daily increase used for increases due to approved change orders or force accounts.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

Description

00280.00 Scope - Add the following paragraphs:

Other erosion control measures may be required depending on the Contractor's methods of operations and scheduling.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Add Section 00305 – Construction Survey Work is not a Standard Specification but is added to this project by Special Provision as follows:

The Engineer has provided project control points as shown in the work prints. The contractor will be responsible for all other site surveying specified in the ODOT “Construction Surveying Manual for Contractors”. An excerpt follows. See manual for full requirements.

Excerpted from: ODOT Construction Surveying Manual for Contractors - October 2009

Section 1.5 Agency Responsibilities:

Provide copies of plans and specifications.

Establish initial horizontal and vertical control stations in the proximity of the Project.

Provide horizontal and vertical alignment data.

- Provide cross section finish grade elevations.
- Perform measurements and calculations for pay quantities.
- Perform final "as constructed" measurements.

Section 1.6 Contractor Responsibilities - Perform or provide the following items of work:

- Make calculations, field notes and survey drawings for the layout and control of the work as are necessary to construct the Project as specified.
- Provide original or copies of notes, calculations and drawings as requested.
- Preserve survey monuments and control stations according to Chapter 6.2 of this manual and as governed by applicable law.
- Replace and augment control stations as necessary to control the Project.
- Establish additional control stations as necessary to control the Project.
- Set stakes to define construction centerline, centerline offsets, detour lines, or other lines necessary for control of the Project work.
- Set stakes to define the work that may include but is not limited to the following:
 - Roadway location and grade.
 - Fences and gates.
 - Guardrail, barrier, barricades, and associated features.
 - Traffic delineators, reflectors, and guide devices.
 - Temporary and permanent pavement striping and pavement marking devices.
 - Temporary and permanent signing.*
 - Poles and footings, cabinets, junction boxes, sensors, and other features associated with illumination and signal facilities.*
 - Curbs, walks, retaining wall, stairs, walls, mailboxes, and other miscellaneous structures.*
 - Pipes, manholes, inlets, weirs, settlement basins and other drainage and water quality structures and facilities.*
 - Landscaping items.
 - Earthwork features including guardrail flares, berms, and mounds
 - Buildings and other structures and facilities.
 - Environmental impact mitigation features.

*This includes field verification of fit and functionality or as instructed by the Engineer.

-Remove and dispose of all flagging, lath, stakes and other temporary staking material after the Project is completed.

Payment

00305.90 Lump Sum Basis

Pay Item	Unit of Measurement
CONSTRUCTION SURVEY WORK.....	Lump Sum

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

Construction

00310.41 Removal Work – Add the following to the end of this section:

(f) Removal of Pipe – Includes pipe and fittings as indicated on drawings. Backfill holes with selected compact granular backfill material meeting the requirements of 00330.14.

(g) Removal of Catch Basin – Saw cut existing outlet pipe within 2 feet of the existing manhole wall and protect pipe (cap or plug existing pipe to be abandoned in place). Remove and dispose of the entire catch basin. No part of the catch basin shall remain in the ground after removal. Removal of top section and filling with sand shall not be allowed. Backfill holes with selected compact granular backfill material meeting the requirements of 00330.14.

(h) Removal of Curbs and Gutters – Saw cut existing curb and gutter prior to removal. Remove and dispose of the entire curb and gutter section to be replaced. All sawcuts shall be perpendicular to both the face and top of the curb. Protect all sections of curb and gutter to remain. All curb and gutter that is damaged during construction outside of the demo limits as shown on plans shall be sawcut, removed, and replaced at Contractor's expense. Any base material removed shall be replaced with selected compact granular backfill material meeting the requirements of 00330.14. Replacement of base material shall be considered incidental to the removal work.

(i) Removal of Walks and Driveways – Saw cut existing walks and driveways prior to removal. Remove and dispose of the entire sidewalk and driveway section to be replaced. All sawcuts shall be perpendicular to the face of curb. Protect all sections of sidewalks and driveways to remain. All sections of sidewalks and driveways that are damaged during construction outside of the demo limits as shown on plans shall be sawcut, removed, and replaced at Contractor's expense. Any base material removed shall be replaced with selected compact granular backfill material meeting the requirements of 00330.14. Replacement of base material shall be considered incidental to the removal work.

00310.44 Earthwork in Connection with Removal – Delete this subsection and replace with the following:

Excavation required to perform removal of structures and obstructions will be considered incidental to the removal work, unless it is within the measurement limits for an excavation Contract pay item.

Backfill holes according to 00330.45. Backfill required to perform removal of structures and obstructions will be considered incidental to the removal work, unless it is within the measurement limits for a backfill Contract pay item.

Measurement

00310.80 Measurement – Replace this section with the following:

The quantities of removal of structures and obstructions work performed under this Section will be measured according to the following:

Lump Sum Basis - Under this method, no measurement of quantities will be made.

Separate Item Basis - Under this method, the quantities of work performed on a separate item basis will be measured as follows:

- Length and Area - The length or area of the structure or item actually removed, will be measured along the line and grade of the structure or item for each continuous structure or item removed. Measurement will be on the length or area basis, limited to the neat lines shown or directed.
- Each - Items will be measured on a unit basis of units removed.

Payment

00310.92 Separate Item Basis – The following pay items are included in this project:

Pay Item	Unit of Measurement
(a) Removal of Pipes	Linear Feet
(b) Removal of Curbs and Gutters	Linear Feet
(c) Removal of Walks and Driveways	Square Yard
(d) Removal of Surfacing	Square Yard
(f) Removal of Catch Basin	Each

Add the following to the end of this section:

No additional payment shall be made for sawcutting and demo work to replace cracked or broken items or surfaces broken by the contractor during the course of the work.

Payment for items (a) and (f) shall include the removal and disposal of the actual structure only. Payment for item (b), (c), and (d) shall include the removal and disposal of the existing ACP and concrete per the plans. Payment for item (b), (c), and (d) shall also include sawcutting as required per plans and this Section. All other work, including earthwork, shall be considered incidental to removal of items (a), (b), (c), (d), and (f) and the costs for those items shall be included in the unit costs of items (a), (b), (c), (d), and (f).

If bypass pumping or flow diversion is necessary to conduct the work within this section, perform work according to section 00490.40. Contain or divert flows until reconnected. Provide pumps, hoses, manifolds, and associated equipment meeting requirements of section 00490.40. Bypass pumping shall be considered incidental to removal of items (a) and (f).

SECTION 00320 – CLEARING AND GRUBBING

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

Construction

00320.40 (a) Clearing Trees and Other Vegetation – Add the following to the end of this section:

Tree stumps not requiring to be grubbed shall be treated with an Oregon State approved herbicide stump killer. Submit a product data sheet to the engineer for approval at least 5 working days prior to application.

Add the following Subsection:

00320.40 (b-4) Trees To Be Saved – Unless marked on the plans to be removed or directed by the engineer to remove, any tree with a trunk diameter larger than 6 inches at chest height shall be saved and protected. Provide and place 4 foot tall chainlink fencing, from the QPL, around critical root zones of saved trees or tree groups as directed. Do not begin construction activity or move equipment into existing tree areas until the chainlink fencing is in place.

Do not work within the critical root zone of saved trees unless written approval is obtained from the Engineer. Contractor shall be responsible for any damage to protected trees and shall be responsible for removal and replacement of damaged protected trees. Tree damage will be determined by a certified arborist selected by the Engineer at contractor's expense.

Payment

00320.90 Payment

Replace this section with the following:

All clearing and grubbing work shall be incidental to pay item 00310, 00330, and 00445. No additional payment will be made for this work.

SECTION 00330 - EARTHWORK

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

Description

00330.03 Basis of Performance - Perform all earthworks under this Section on the "Excavation Basis".

Construction

00330.41 (a-6) Excavation of Existing Surfaces- Add the following:

Surfacing to be removed shall be cut in neat, straight lines with vertical edges along the limits of pavement removal. The cut lines for removal of asphaltic or cement concrete pavement shall be favorably reviewed by the Engineer in the field before cutting.

Take care not to disturb existing irrigation lines, utility lines, or piping systems when removing various types of pavement. If irrigation lines are located, notify the Engineer immediately. Repair irrigation lines or other utilities damaged during pavement removal.

00330.41(e) Blasting- Replace the first paragraph with the following:

Blasting will not be allowed on this project.

Payment

00330.90 Payment

Replace this section with the following:

All excavation work shall be incidental to pay items 00405, 00445 and 00470. No additional payment will be made for this work.

00330.91(d) General Excavation – Delete the last bulleted items, and add the following bulleted items:

- No payment will be made for removal of any item outside the limits shown in the Contract without written authorization from the Engineer. Similarly, no payment will be made for additional materials required in areas of excess removal outside the limits shown on the Plans without prior authorization from the Engineer.
- Boulders encountered at or above subgrade will be paid for as "Rock Excavation". See plans for definitions of Rock Excavation.
- Work includes hauling, storage and disposal of materials.

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications modified as follows:

00331.41(a) Subgrade Reinforcement Geogrid: Replace this subsection with the following subsection:

(a) Placement in excavated unsuitable areas – Place geogrid materials from approved QPL as directed by the Engineer. When directed by the engineer, place geogrid materials below all areas of excavated unstable materials prior to placement of subgrade stabilization backfill. Prepare the surface receiving geogrid to a smooth, uncompacted condition to the depth required by the Engineer and as follows:

- Orient the geogrid rolls parallel to the roadway centerline.
- Unroll the geogrid in the same direction as aggregate base placement. If the geogrid shifts or becomes misaligned, realign it and anchor it according to the manufacturer's recommendations.

Construction

Add the following subsection:

00331.43 CLSM Placement - When directed by the engineer, place CLSM to the line and grade shown in the Contract Drawings in accordance with Section 00442 of the Standard

Specifications. Provide forms as needed to maintain the line and grade shown. Cover the excavation and protect the material until it achieves the compressive strength specified in Section 00442.13 prior to backfilling and compacting base aggregates adjacent to and above the CLSM. The Engineer shall be present whenever CLSM is being placed. When reference to CDF appear in any Contract Document, plan or detail, the requirements for CLSM within this specification shall apply.

Payment

00331.90 Payment – Replace this section with the following:

Payment for CLSM shall be paid according to section 00442.

SECTION 00405 - TRENCH EXCAVATION, BEDDING AND BACKFILL

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

Description

00405.02 Definitions –Add the following:

Exploratory Excavation – Excavation to a depth not to exceed eleven (11) feet in order to ascertain the location of underground facilities or utilities. Exploratory excavation shall be considered incidental and no additional payment will be made for this work.

Materials

Add the following section:

00405.16 Trench Dewatering and Filtering - Shallow groundwater may exist within the project area. Provide equipment for trench dewatering and filtering as necessary to meet the specifications outlined in 00405.43.

This system shall be designed by the contractor and submitted to the engineer for approval.

Construction

00405.41(a) Within Paved Areas to be Preserved – Add the following:

Cutting of existing pavements and structures shall be performed with a rotary saw. Existing structures shall be cut to the full depth of the structure, up to six-inches thick. Pavement cuts shall be parallel or perpendicular to the centerline of the trench. Pavement shall be saw cut prior to excavation and again prior to paving per Plans or engineer's direction. Pavement cuts for vacuum type excavation shall be square and no greater than 24" wide.

00405.41(b) Open Trench Limit – Replace this subsection with the following:

Limit the length of open trench to 100 feet, or as allowed by the Engineer. Do not leave trench open at the end of each working day. Backfill trench to provide solid driving surface or provide steel plates. Provide reflective cones and appropriate signing as required by Sections 00220 and 00225. Clean work area and roadway surrounding trench of any loose material or aggregate prior to leaving site at the end of each day.

00405.42 Rock Excavation – Add the following to the beginning of this section:

Contractor shall consider the additional time required for rock excavation and make the necessary adjustments to the project schedule and all affected bid items, such as traffic control, prior to bid. No adjustments, due to rock excavation, shall be made to the project schedule or any pay items after the contract has been awarded, unless otherwise approved by the Engineer.

00405.43 Dewatering – Add the following to the beginning of this section:

Shallow groundwater & perched surface water may exist within the project area. Contractor shall make all provisions for handling and controlling surface & groundwater for the duration of this project. All trenches, manhole excavations, and connections to existing storm piping shall be dewatered. No pipes shall be laid in water. Dispose of all dewatered effluent per Local, State, and Federal Laws.

Add the following subsection:

00405.49 Exploratory Excavation – The contractor shall be responsible to verify all utility locations within the project boundary by exploratory excavation prior to construction. The contractor shall verify the location and depth of any and all utilities that potentially cross and/or conflict with the new pipe alignment by potholing or other methods approved by the Engineer. The contractor shall also verify the location and depth of proposed connections to existing utilities by the same methods. The contractor shall complete the exploratory excavation a minimum of 2 working days prior to ordering related materials and beginning construction. Workdays are Monday through Friday and excludes holidays.

Measurement

00405.81 Rock Excavation and Boulder Excavation – Modify as follows:

Delete bulleted items in subsection (a) starting with Length, Width and Depth and add the following:

Length, Width and Depth will be determined as defined in the Plans under the note entitled, "Rock Excavation Notes".

Delete subsection (b) and replace with the following: No separate measurement or payment will be made for Boulder Excavation. All excavation of boulders will be classified as Rock Excavation and measured according to the Plans under the note entitled, "Rock Excavation Notes".

Payment

00405.90 Payment – Modify the following section as follows:

Rock Excavation shall be paid per Cubic Yard under item (a) below.

Modify pay item (c) to read "Trench Foundation Stabilization."

Pay Item	Unit of Measurement
(a) Rock Excavation.....	Cubic Yard
(c) Trench Foundation Stabilization.....	Cubic Yard

Changes to the quantities for pay items (a) and (c) shall be considered Insignificant Changed Work, per Section 00195.20(a) of the Standard Specifications, regardless of the final quantity. These items are considered Non-Guaranteed (NG), the quantities and measurement lengths for

these pay items are estimated and are not guaranteed. Do not include overhead & profit in non-guaranteed items. These items may be completely removed from the contract.

All trench dewatering and filtrating performed as required by the specifications, including any necessary excavation for the placement of pumps or equipment outside of the trench limits, shall be considered incidental to the work, and no separate payment will be made.

All exploratory work, performed as necessary by the contractor as shown in the Plans, or as required by the Specifications, including excavations to verify utility locations and depth, shall be considered incidental to the work, and no separate payment will be made.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

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

Construction

00440.40(e) Curing – Delete the first sentence starting with “Cure CGC by covering with wet burlap.”

SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications modified as follows:

Description

00442.01 Definition - Add the following to the end of this section: All references to the CDF (Controlled Density Fill) shall be considered synonymous with CLSM as defined within this section.

00442.12 Proportioning of CLSM Mixture - Add the following to the end of this section:

- Substitution request for use of CDF as defined in the Plans. Submit CDF Design to Engineer. Obtain Engineer's approval for CDF use prior to substitution.

00442.80 Measurement – Delete this section and add the following:

Measurement of quantities for CLSM will be made by the Engineer only for items specifically required by the Plans or when directed by the Engineer. When CLSM is required as a result of Contractor error, contractor convenience, or over-excavation, no measurement will be made for quantities of CLSM.

00442.90 Payment – Delete this section and add the following:

The accepted quantities CLSM will be paid for at the Contract unit price for the following items. Payment for CLSM will be made only for items specifically required by the Plans or when directed by the Engineer.

When CLSM is required as a result of Contractor error, contractor convenience, or over-excavation, or as required under separate appropriate items under which the work is required, no payment will be made for quantities of CLSM. Payment for this work will be considered incidental.

Pay Item	Unit of Measurement
(a) CLSM BACKFILL	CY

This bid item is Non-Guaranteed (NG), the quantities and measurement lengths for these pay items are estimated and are not guaranteed. Do not include overhead & profit in non-guaranteed items. These items may be completely removed from the contract.

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

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

Materials

00445.11 Materials – Add the following:

All products shall conform to City of Hood River Standards.

Polyvinyl Chloride (PVC) Pipe.....02415.50
Add the following sections:

00445.11(h) Marking Tape – Marking tape (may also be referred to as “Tear Tape”) shall consist of inert polyethylene plastic impervious to all known alkalis, acids, chemical reagents and solvents likely to be encountered in the soil. The width of shall be 4 inches. The tape shall be green and imprinted over its entire length in permanent ink with the words, “CAUTION BURIED SEWER LINE BELOW.”

00445.11(i) Detectable Marking Wire – Detectable marking wire shall be No. 12 AWG minimum, solid copper with green colored polyethylene insulation. Joints or splices in wire shall be waterproof.

Construction

00445.48 Tracer Wire – Delete this section and add the following:

00445.48 Marking Tape and Detectable Marking Wire:

00445.48(a) Installation - Install marking tape and wire over all public utility lines and lateral pipes within the right-of-way. Place a continuous 12 gauge, color green, solid copper wire along the top of all pipes, including service lines. Secure to the top of the pipe at maximum 10 foot intervals using 6 inch strips of 2 inch wide duct tape. Tie all splices and make them electrically continuous and waterproof using King gel caps. Provide access to terminal ends of the wire at all valve boxes, wet wells, meter boxes, vaults manholes, catch basins, etc. The result of this installation shall be a continuous wire circuit electrically isolated from ground. Place the marking tape approximately 1 foot above the top of the pipe for its full length. Marking Tap shall be color coded green and a minimum width of 4-inches.

00445.48(b) Accessibility - Make ends of wire accessible in valve boxes or casings, cleanouts, wet wells, valve vaults, manhole, catch basins or outside the foundation of buildings where the pipe enters the building. Provide wire access at locations no more than 1,000 feet apart.

00445.48(c) Testing - Test for continuity and isolation from ground in the wire after all work has been completed on the test section. Perform intermediate testing after backfilling operations and

prior to surface restoration work. Test continuity between access locations by use of a temporary wire connecting test points in-line with an ohmmeter. Measure resistance with an approved ohmmeter that has been properly calibrated. The continuity of a test section will be accepted if the resistance of the test section does not exceed 5 ohms for each 500 feet of location wire being tested. Measure isolation from ground with an approved 1000 volt Megger, applied for 1 minute. The isolation of a test section will be accepted if the isolation resistance of the test section is at least 10 megohms. Locate and repair all breaks or defects in the wire and re-test until specified results are obtained.

Measurement

00445.80(a) Pipes – Replace all of this section with the following:

(a) Pipes - The quantities of pipe of the various kinds, types, and sizes, will be measured on the length basis, and will be determined by the length of installation as follows:

- **Length** - The length will be measured, with no deduction for structures or fittings, along the pipe flow line from center to center of manholes, catch basins, inlets, or special sections; or the ends of pipe, whichever is applicable.

Payment

00445.91 Payment – Modify this section as follows:

Pipe shall be paid under the Unit Price bid item(s) below.

Pay Item	Unit of Measurement
(a) ____Inch ____Storm Sewer Pipe, All Depths.....	Linear Foot

Replace the bulleted items under “No separate or additional payment:” with,

- Trench excavation, bedding, pipe zone material, and trench backfill for pipes 72 inches and less in diameter
- Pipe fittings, couplers, and adapters including dissimilar pipe couplers
- Pipe plugs, caps, stoppers, and other required fittings
- Pipe anchors
- Marking tape and detectable marking wire
- Temporary slope protection
- Temporary slope stabilization
- Hydrostatic, air, TV, joint, lamping, mandrel, and deflection testing
- Kor-N-Seal, Linkseal, or other manhole/structure to pipe connectors
- Waterstop kits for grout pipe connections at manholes or catch basin
- Trench protection
- Compaction testing
- Cleanout casting and concrete pad
- Trench dewatering
- Bypass pumping

Add the following to the end of this section:

Asphalt surface restoration to be paid out according to section 00744.

All other surface restoration to be paid out according to section 00495.

Trench foundation stabilization and rock excavation, if required, shall be paid for according to 00405.

SECTION 00470 – MANHOLES, CATCH BASINS AND INLETS

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

Materials

00470.10 Materials – Add the following:

All products shall conform to City of Hood River Standards.

Add the following section:

Construction

00470.40(b) Pipe Connections – Add the following:

Existing pipe invert elevations are based on elevations from survey work and calculation and shall be field verified by the contractor to ensure that the proposed invert and alignment is similar to the existing. Field verify prior to ordering manholes. Discrepancies greater than 6” from the existing shall be reported to the Engineer for review prior to ordering manholes.

00470.45 Steps and Ladders – Replace with the following:

Steps and ladders shall not be provided.

Measurement

00470.80 Measurement – Delete this section and replace with the following:

The quantities of manholes, inlets, catch basins, siphon boxes, slope protectors, and other structures will be measured on the unit basis.

Payment

00470.90 Payment – Modify the following section as follows:

Pay Item	Unit of Measurement
(b) Concrete Storm Sewer Manholes 48 Inch.....	Each

Trench foundation stabilization and rock excavation, if required, shall be paid for according to 00405.

Add the following bulleted item at the end of this Section:

- Locator posts
- Flexible pipe connections at manhole
- Bypass pumping

CDF shall be paid according to Section 00442.

Stormfilter catch basin shall be paid according to Section 00471.

SECTION 00471 – STORMFILTER CATCH BASIN

Add Section 00471 – StormFilter Catch Basin is not a Standard Specification but is added to this project by Special Provision as follows:

Description

00471.00 Scope – This Work consists of furnishing, fabricating and installing StormFilter Catch Basins as produced by Contech Engineered Solutions.

00471.01 General – The Contractor shall furnish and install the StormFilter catch basin, complete and operable as shown and as specified herein, in accordance with the requirements of the Plans and contract documents.

The StormFilter catch basin shall consist of an underground precast concrete or steel structure that houses passive, radial flow, siphon-actuated, and rechargeable media filled filtration cartridge(s). The rechargeable media-filled filter cartridges shall incorporate a protective hood over the media cartridge and a siphon-actuated surface self-cleaning mechanism to increase the effective life of the filter media and to reduce the accumulation of material on the cartridge/media interface.

Each radial-flow filter cartridge shall operate at a predetermined flow rate through the use of an integrated flow control orifice located within each filter cartridge outlet manifold. The media-filled cartridges shall trap particulates (TSS) and have the capability to adsorb pollutants such as dissolved metals, nutrients and hydrocarbons. The media cartridge filtration system shall consist of no less than 0.12 cubic feet of filter media for each 1-gallon per minute of water quality treatment flow.

The StormFilter catch basin shall be of a type that has been installed and in use for a minimum of five (5) consecutive years preceding the date of installation of the system. The manufacturer shall have been, during the same consecutive five (5) year period, engaged in the engineering design and production of systems deployed for the treatment of storm water runoff and which have a history of successful production, acceptable to the Engineer of Record and/or the approving jurisdiction.

The manufacturer of the StormFilter shall be, without exception:

Contech Engineered Solutions
9025 Centre Pointe Drive
West Chester, OH, 45069
Tel: 1 800 338 1122

00471.02 Submittals – Manufacturer or supplier shall submit to the Contractor shop drawings for the StormFilter catch basin structure, filter cartridges and accessory equipment. Drawings shall include principal dimensions, filter placement, location of piping and unit foundation.

Manufacturer or supplier shall submit Installation Instructions to the Contractor.

Manufacturer or supplier shall submit an Operation and Maintenance Manual to the Contractor.

Review package should include third party reviewed performance data for both flow rate and pollutant removal. Pollutant data should follow TAPE protocols. The system must have a GULD approval for basic treatment through the Department of Ecology.

00471.05 Reference Specifications –

ASTM C857: Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures

ASTM C858: Standard Specification of Underground Precast Concrete Utility Structures

ASTM C478: Standard Specification for Circular Precast Reinforced Concrete Manhole Sections

ASTM C497: Standard Test Methods for Concrete Pipe, Manhole Sections or Tile

ASTM C109: Standard Test Method for Compressive Strength of Hydraulic Cement Mortars

ASTM A615/A615M: Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

ASTM D698: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort

ASTM F628: Standard Specification for ABS Schedule 40 Plastic Drain, Waste and Vent pipe with a Cellular Core

ASTM D1785: Standard Specification for PVC Plastic Pipe, Schedules 40, 80 & 120

ASTM D2466: Standard Specification for PVC Plastic Pipe Fittings, Schedule 40

ASTM A36: Standard Specification for Carbon Structural Steel

ASTM A48: Standard Specification for Gray Iron Castings

ASTM D4101: Standard Specification for Polypropylene Injection and Extrusion Materials

AASHTO M199: Standard Specification for Precast Reinforced Concrete Manhole Sections

Materials

00471.10 Materials – Furnish materials meeting the requirements of this section.

00471.11 Internal Components:

All internal components including ABS and PVC manifold piping, filter cartridge(s), filter media (as specified on the plans in the StormFilter data block or by the Engineer of Record) shall be provided by Contech Engineered Solutions LLC. This includes sump covers, flow spreaders, energy dissipaters and outlet risers with scum baffles where appropriate.

ABS manifold pipe shall meet ASTM F628. PVC manifold pipe shall meet ASTM D1785 and PVC fittings shall meet ASTM D2466.

Filter cartridge bottom pan, inner ring, and hood shall be constructed from linear low-density polyethylene (LLDPE) or ABS. Filter cartridge screen shall consist of 1" x 1/2" welded wire fabric (16 gauge minimum) with a bonded PVC coating. Internal parts shall consist of ABS or PVC material. Siphon-priming float shall be constructed from high-density polyethylene (HDPE). All miscellaneous nuts, bolts, screws, and other fasteners shall be stainless steel or aluminum.

An orifice plate shall be supplied with each cartridge to restrict flow rate to a maximum of 22.5 gpm at system design head or as specified on drawings.

If a sump cover/overflow, baffle/inlet, sump/outlet, sump/inlet, tower/outlet overflow is provided, they shall be constructed of ABS and sealed to the interior vault walls and floor with a polyurethane construction sealant rated for use below the waterline, SikaFlex 1a or equal. Contractor to provide sealant material and installation unless completed prior to shipment.

Where an Underdrain Design is provided, the size of the underdrain will provide a minimum of 0.067 in² of underdrain cross sectional area per 1 gpm of design flow rate. (example: 105 gpm maximum design flow rate will require an underdrain with 7.035 in² of cross sectional area, which is equal to one 3" diameter pipe).

Filter media shall be provided by Contech or an approved alternate source. Filter media shall consist of one or more of the following, as specified in the StormFilter data block, or by the Engineer:

Perlite Media: Perlite media shall be made of natural siliceous volcanic rock free of any debris or foreign matter. The perlite media shall have a bulk density ranging from 6.5 to 8.5 lbs./ft³ and particle sizes ranging from that passing through a 0.50-inch screen and retained on a U.S. Standard #8 sieve.

CSF Media: CSF media shall be made exclusively of composted fallen deciduous leaves. Filter media shall be granular. Media shall be dry at the time of installation. The CSF leaf media shall have a bulk density ranging from 40 to 50 lbs./ft³ and particle sizes ranging from that passing through a 0.50-inch screen to that retained on a U.S. Standard #8 sieve.

Metal Rx Media: Metal Rx media shall be made exclusively of composted fallen deciduous leaves. Filter media shall be granular. Media shall be dry at the time of installation. The Metal Rx media shall have a bulk density ranging from 40 to 50 lbs./ft³ and particle sizes ranging from that passing through a U.S. Standard #8 sieve to that retained on a U.S. Standard #14 sieve.

Zeolite Media: Zeolite media shall be made of naturally occurring clinoptilolite, which has a geological structure of potassium-calcium-sodium aluminosilicate. The zeolite media shall have a bulk density ranging from 44 to 48 lbs./ft³, particle sizes ranging from that passing through a U.S. Standard #4 sieve to that retained on a U.S. Standard #6 sieve, and a cation exchange capacity ranging from 1.0 to 2.2 meq/g.

Granular Activated Carbon: Granular activated carbon (GAC) shall be made of lignite coal that has been steam activated. The GAC media shall have a bulk density ranging from 28 to 31 lbs./ft³ and particle sizes ranging from that passing through a U.S. Standard #4 sieve to that retained on a U.S. Standard #8 sieve.

Zeolite-Perlite-Granular Activated Carbon (ZPG): ZPG is a mixed media that shall be composed of a 1.3 ft³ outer layer of 100% Perlite (see above) and a 1.3 ft³ inner layer consisting of a mixture of 90% Zeolite (see above) and 10% Granular Activated Carbon (see above).

Zeolite-Perlite (Zeo/Perl): Zeo/Perl is a mixed media that shall be composed of a 1.3 ft³ outer layer of 100% Perlite (see above) and a 1.3 ft³ inner layer consisting of 100% Zeolite.

CSF Leaf Media – Granular Activated Carbon (CSF/GAC): CSF/GAC is a mixed media that shall be composed of a 1.3 ft³ outer layer of 100% CSF media (see above) and a 1.3 ft³ inner layer consisting of 100% Granular Activated Carbon (see above).

Perlite – Metal Rx: Perlite/Metal Rx is a mixed media that shall be composed of a 1.3 ft³ outer layer of 100% Perlite (see above) and a 1.3 ft³ inner layer consisting of 100% Metal Rx.

PhosphoSorb: PhosphoSorb media shall be made from Perlite pellets with activated alumina bound to the surface. The PhosphoSorb media pellets shall be granular and have a bulk density from 18 to 25 lb/ft³. The pellet size should range from that passing through a U.S. Standard ¼ inch sieve and retained on a #8 sieve.

00471.12 Overflow Assembly (Where Provided):

Flow spreader shall be constructed of Linear Low-Density Polyethylene (LLDPE). Contractor to provide sealant material and installation unless completed prior to shipment.

Energy dissipater shall be constructed of polyolefins. Contractor to provide sealant material and installation unless completed prior to shipment.

Outlet riser with scum baffle shall be constructed of HDPE. Outlet riser shall have an outlet stub outside dimension (O.D.) of 12-inch diameter PVC, SDR 26 and a secondary outlet stub O.D. of 8-inch diameter PVC, SDR 26.

00471.13 Steel Catch Basin & Roof Drain Components:

Basin shall be all welded steel construction, fabricated from ASTM A36 ¼-inch steel and shall be designed to withstand AASHTO H-20 wheel loads when placed below ground in a location that could receive direct loading.

Basin Grate: Grating shall be ductile iron construction and shall meet AASHTO H-20 loading requirements, and shall be provided according to ASTM A48.

Basin Solid Lid: Solid lid shall be gray cast iron, treated with non-slip surfacing, and shall meet AASHTO H-20 loading requirements, and shall be provided according to ASTM A48.

00471.14 Precast Concrete Structure Components:

Precast concrete vault shall be provided according to ASTM C857 and C858. Precast concrete manhole shall be provided according to ASTM C478.

Vault and manhole joint sealant shall be Conseal CS-101 or approved equal.

If interior concrete baffle walls are provided, baffle walls shall be sealed to the interior vault walls and floor with a polyurethane construction sealant rated for use below the waterline, SikaFlex 1a or equal. Contractor to provide sealant material and installation unless completed prior to shipment.

Frames and covers shall be gray cast iron and shall meet AASHTO H-20 loading requirements, and shall be provided according to ASTM A48.

Doors shall have hot-dipped galvanized frame and covers. Covers shall have diamond plate finish. Each door to be equipped with a recessed lift handle. Doors shall meet H-20 loading requirements for incidental traffic, at a minimum, or per project specific traffic loading requirements.

Steps shall be constructed of copolymer polypropylene conforming to ASTM D4101. Steps shall be driven into preformed or drilled holes once concrete is cured. Steps shall meet the requirements of ASTM C478 and AASHTO M199. The ½" Grade 60 deformed reinforcing bar shall meet ASTM A615, where required.

Ladders shall be constructed of aluminum and steel reinforced copolymer polypropylene conforming to ASTM D4101. Ladder shall bolt in place. Ladder shall meet all ASTM C497 load

requirements. Ladders provided upon request or where required, and shall not conflict with the operation and accessibility to perform maintenance of the StormFilter.

00471.15 Contractor Provided Components:

All contractor-provided components shall meet the requirements of this section, the plans specifications and contract documents. In the case of conflict, the more stringent specification shall apply.

Sub-base: Crushed rock base material shall be six-inch minimum layer of ¾-inch minus rock. Compact undisturbed sub-grade materials to 95% of maximum density at +/-2% of optimum moisture content. Unsuitable material below sub-grade shall be replaced to engineer's approval.

In-situ concrete: If required, in-situ concrete shall have an unconfined compressive strength at 28 days of at least 3000 psi, with ¾-inch round rock, a 4-inch slump maximum, and shall be placed within 90 minutes of initial mixing.

Silicone Sealant: Sealant shall be pure RTV silicone conforming to Federal Specification Number TT S001543A or TT S00230C or Engineer approved.

Grout: Grout shall be non-shrink grout meeting the requirements of Corps of Engineers CRD-C588. Specimens molded, cured and tested in accordance with ASTM C109 shall have minimum compressive strength of 6,200 psi. Grout shall not exhibit visible bleeding.

Rebar: Rebar used on applicable Catch Basin & Roof Drain systems shall meet ASTM A615M Grade 420 (60 ksi) or as otherwise specified in the general technical specifications.

Backfill material: Backfill material shall be ¾-inch minus crushed rock, or approved equal.

00471.20 Performance:

Cartridge Operation: Each StormFilter shall contain one or more siphon actuated media filter cartridges that maintain a uniform pressure profile across the face of the filter during operation. At the design flow rate, the maximum filter hydraulic loading rate is not to exceed 2.1 gallons per minute per square foot of filter surface area. Stormwater shall enter the filter cartridges through sides and shall flow through the filter media radially from the outer perimeter to the inner cartridge lumen and shall have an average contact time no less than 38 seconds. These media filter cartridges will incorporate a self-cleaning mechanism to remove accumulated material from the cartridge media surface that is activated when the siphon breaks.

Documentation of Sediment Removal: The StormFilter system shall have the State of Washington Department of Ecology, General Use Level Designation (GULD) Certification and current approval status from the New Jersey Department of Environmental Protection (NJDEP).

Cartridge Sediment Loading: Filter cartridges shall be of a design that has demonstrated a minimum sediment retention capacity of 22 pounds of silty loam per cartridge in laboratory tests without a reduction in hydraulic capacity. Laboratory data shall be corroborated with field observations/data demonstrating equivalent or improved longevity without impacting normal hydraulic performance of the StormFilter. All laboratory and field tests submitted in support of this specification must have undergone peer review by outside entity other than Contech.

Vault Overflow: StormFilter shall have a baffled, non-siphoning internal overflow with a minimum capacity of 1.8 cfs.

Manhole Overflow: The filter system will have a baffled, non-siphoning internal overflow with a minimum of 1.0 cfs capacity.

Peak Diversion Overflow: Each StormFilter shall include an internal, offline overflow bypass. Water first enters an inlet bay that is separate from the cartridge bay and separate from the outlet bay. Low flows travel from the inlet bay, through a transfer opening and into the cartridge bay. High flows enter the outlet bay by topping a weir separating the inlet and outlet bay. Flow rates beyond the treatment design flow shall bypass, and not enter the cartridge bay.

Catch Basin Overflow: Each StormFilter shall include an internal, offline overflow bypass. Water enters through the grate into the inlet bay that is separate from the cartridge bay and separate from the outlet bay. Low flows travel from the inlet bay, through a transfer opening and into the cartridge bay. High flows enter the outlet bay by topping the baffled weir separating the inlet and outlet bay. Flow rates beyond the design flow (overflow) will not enter the cartridge bay. Minimum of 0.5 cfs overflow capacity.

Roof Drain Overflow: Minimum of 1 cfs overflow capacity.

Infiltration Manhole Overflow: The filter system will have a baffled, non-siphoning internal overflow with a minimum of 1.0 cfs capacity.

Access: All portions of the vault, inlet bay, outlet bay and filtration bay shall be directly accessible from the surface through removable grated openings, doors, or solid covers.

Installation

00471.40 Installation:

00471.41 Precast Concrete Structure:

Set precast structure on crushed rock base material that has been placed in maximum 6-inch lifts, loose thickness, and compacted to at least 95-percent of the maximum dry density as determined by the standard Proctor compaction test, ASTM D698, at moisture content of +/-2% of optimum water content.

Structure floor shall slope 1/4 inch maximum across the width and slope downstream 1 inch per 12 foot of length. For manholes "Length" is defined by a line running from the invert of the outlet through the center of the manhole and "width" is the perpendicular to the "length". Structure top finish grade shall be even with surrounding finish grade surface unless otherwise noted on plans.

Inlet and outlet pipes shall be stubbed in and connected to precast concrete structure according to Engineer's requirements and specifications. All connections to be sealed to minimize water intrusion. If grout is used, Contractor to grout all inlet and outlet pipes flush with or protruding up to 2 inches into interior of structure.

When required, ballast shall be placed to the dimensions specified by the engineer and noted on the data block. Ballast shall not encase the inlet and/or outlet piping. Provide 12" clearance from outside diameter of pipes.

00471.42 Steel Catch Basin:

Catch basin floor shall slope 1/4 inch maximum across the width and slope downstream 1 inch per 12 foot of length. Catch basin top finish grade shall be even with surrounding finish grade surface unless otherwise noted on plans.

Contractor shall prevent sediment and debris from entering the filter unit during construction.

If necessary, the inlet chamber may be filled with clean water to assist in preventing flotation during construction until the structure is backfilled and the concrete collar is poured.

Catch basin outlet shall be connected to downstream (and upstream, if applicable) piping using a flexible-type coupling.

Concrete perimeter slab shall be constructed 1 foot wide and 6 inches thick. Slab shall include two #4 rebar hoops with minimum 6-inch overlap at closure. Allow 2-inch vertical spacing between hoops and minimum 2-inch clearance from concrete surfaces, or as directed by the engineer.

Finishing, Clean Up and System Activation

00471.70 Finishing, Clean Up and System Activation:

Remove all excess materials, rocks, roots, or foreign material, around the StormFilter and leave the site in a clean, complete condition approved by the engineer. The project site shall be clean and free of dirt and debris and the inlet/outlet chamber(s) and filter chamber(s) shall be free of construction debris and sediment before allowing runoff to enter and placing the system in operation. All filter components shall be free of any foreign materials including concrete and excess sealant.

Where applicable, Contractor shall remove the temporary filter fabric around the inlet grate to place the system in operation.

Where required, the 4-inch cleanout plug in the overflow weir wall shall remain in place for proper operation of the system.

Filter cartridges shall be delivered installed in the structure, unless otherwise agreed upon with Contech. Contractor shall take appropriate action to protect the cartridges from sediment and other debris during construction. The method ultimately selected shall be at Contractor's discretion and Contractor's risk. Some methods for protecting the cartridges include, but are not limited to:

Remove cartridges from the structure and store appropriately. Cartridges shall be reinstalled to operate according to manufacturer's requirements.

If structure is equipped with underdrain bypass piping, Contractor may leave cartridges in the vault and allow stormwater entering collection system to bypass filter bay through underdrain bypass piping.

Leave cartridges in the structure and plug inlet and outlet pipe to prevent stormwater from entering the vault, and provide means for stormwater to bypass the StormFilter.

Filter cartridges shall not be placed in operation until the structure is clean and the project site is clean and stabilized (construction erosion control measures no longer required). The project site includes any surface that contributes storm drainage to the StormFilter. All impermeable surfaces shall be clean and free of dirt and debris. All catch basins, manholes and pipes shall be free of dirt and sediments. Contact Contech to assist with system activation and/or inspect the system for proper installation once site is clean and stabilized.

Contractor to install filter cartridges. Specifications for alternate cartridge installation methods available by contacting Contech directly.

Filter Cartridges with ¼-Turn Connector Fittings: Tape shall be cleanly and completely removed from manifold fitting openings. ¼-turn connects shall be glued and inserted into all manifold

fittings to be equipped with a filter cartridge. Filter cartridges shall be turned onto the connector until they reach the hard stop on the connector – approximately ¼ revolution, with care to not “over turn” the cartridge, or turn with such force to damage the hard stop mechanism. Plugs shall be inserted without glue in all manifold fittings not equipped with a filter cartridge.

00471.71 Inspection and Maintenance:

Maintenance and Inspection shall be in performed in accordance with manufacturer’s recommendations for maintenance and inspection.

Maintenance and inspection intervals shall be per manufacturer’s recommendations, or per the approving/local jurisdiction/agency requirements; whichever is more frequent.

Surface access for personnel and equipment for inspection and maintenance activities shall be provided.

Measurement

00471.80 Measurement – The quantities for the StormFilter catch basins, manholes, vaults, and other structures will be measured on the unit basis.

Payment

00471.90 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
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(a) 2 Cartridge StormFilter Catch Basin.....	Each
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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.

Trench foundation stabilization and rock excavation, if required, shall be paid for according to 00405.

No separate or additional payment will be made for:

- earthwork not covered as trench or ditch excavation
- pipe connections
- Rock backfill
- Aggregate base rock
- drain tile
- cleanup and system activation
- acceptance testing
- Bypass pumping
- Concrete collar
- Buoyancy countermeasures, if required

CDF shall be paid according to Section 00442.

Curb and gutter replacement will be paid according to Section 00759.

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

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

Payment

00490.90 Payment – Modify the following section as follows:

Pay Item	Unit of Measurement
(g) Connect to Existing Structures.....	Each

Item (g) shall include all materials and work necessary to install new sewer pipe connections to existing manholes or catch basins.

Add plugging, channeling, pipe fittings, pipe transition couplings, service saddle, kor-n-seal pipe connections or other pipe adaptors at manholes or catch basin to final bulleted item.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications modified as follows:

Construction

00495.40 General – Modify this section as follows:

00495.40(a) Asphalt Concrete Paving – Add the following to the end of this section:

Asphalt depth shall match existing depth with a minimum depth of 4”.

00495.40(b) Emulsified Asphalt Concrete – Delete this section.

00495.40(c) Emulsified Asphalt Prime Coat – Delete this section.

00495.40(d) Emulsified Asphalt Surfacing – Delete this section.

00495.40(j) Topsoil – Add the following to the end of this section:

Topsoil shall have a minimum final in-place depth of 6”.

Measurement

00495.80 Measurement - Delete the third sentence of the first paragraph and the bulleted items.

00495.80 Area Basis – Add the following paragraph to the end of this subsection:

Resurfacing for trench restoration areas, the payable width shall be a maximum 12 ft.

Permanent asphalt concrete pavement (ACP) trench restoration areas will be paid and measured according to 00744.

Payment

00495.90 Payment - Delete the first sentence and replace with the following:

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

Pay Item	Unit of Measurement
(a) TRENCH RESURFACING, NATIVE.....	SY
Permanent and temporary asphalt surfacing in areas where full or half street asphalt restoration or grind and overlay is required per the Plans, will be paid for according to 00744.	
Item (a) shall include topsoil, seeding, mulch, and landscaping to match existing conditions and shall be placed according to the requirements in sections 00405 and 01040.	
Changes to the quantities for pay item (a) shall be considered Insignificant Changed Work, per Section 00195.20(a) of the Standard Specifications, regardless of the final quantity. These items are considered Non-Guaranteed (NG), the quantities and measurement lengths for these pay items are estimated and are not guaranteed.	
Concrete walks, curbs, gutters, and driveway approaches shall be paid according to Section 00759.	

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

Measurement

00620.80 Measurement – Replace with the following:

The quantities of cold plane pavement removal will be measured on the area basis, in place.

Payment

00620.90 Payment – Add the following:

Payment for cold plane pavement removal will only be made for those areas shown on the plans or as directed by the Engineer. There will be no separate payment made if the contractor elects to remove existing pavement at his own option by cold plane pavement removal.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT (ACP)

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

Construction

Add the following:

00744.50 Lifts – All ACP for finish courses shall be placed in 2" lifts. Tack is required between lifts as directed by the engineer. If more than 4" of ACP is indicated on the drawings, the lift thickness shall not to exceed 2".

00744.51 Existing Valve Box Adjustment – Prior to placing ACP adjust all existing valve boxes as required to be 1/4" below the final road grade.

00744.52 Temporary Surfacing Course – If final paving does not occur within 3 days of trench backfill, temporary asphalt surfacing shall be placed over trench until the section is ready for final paving. A minimum of 2" of asphalt shall be placed from street cut to street cut on a compacted aggregate base and shall match the existing road grade. Prior to final paving, all temporary asphalt shall be removed and replaced with permanent asphalt surfacing to a depth of 4" from final grade or as otherwise noted in the plans.

Cold mixed asphalt concrete shall NOT be acceptable for temporary asphalt surfacing in vehicular traffic areas as determined by the Engineer.

00744.80 Measurement – Delete this section and replace with the following:

The quantities of ACP will be measured on the weight basis. The weight of asphalt in tons will be calculated using the following method by the Engineer for comparison of actual in-place yields:

$$\text{Tons} = \text{area (sf)} \times \text{depth (ft)} / 27 \text{ cf/cy} \times 2.025 \text{ (ton/cy)}$$

No deduction will be made for lime or any other additive used in the mixture.

If there is no separate item listed in the Contract Schedule of Items for leveling work, approaches, driveways, walks, and other miscellaneous structures, the quantities will be included in the appropriate ACP item.

Comparison of the actual in-place ticketed quantities shall be made by the engineer for the yield and thickness specified in the plans. Payment for over-placement of materials shall be adjusted accordingly. It shall be the responsibility of the contractor to verify appropriate lift thickness and tonnage yield in the field based on the final measured surface areas of asphalt placed and make appropriate adjustments. Subgrade shall be adjusted to insure proper yields of ACP prior to placement.

Include all costs to provide ACP according to the yield comparison calculations above.

The quantities of temporary ACP surfacing will be measured on the length basis as measured along the centerline of the pipe.

Payment for Permanent ACP in Trench areas placed to match cold plan surface prior to final lift shall be based on a maximum width of 12-feet of 2 inch deep compacted ACP material.

00744.90 Payment – delete the first sentence and add the following:

The accepted quantities of ACP incorporated into the project, whether or not recycled materials are used, will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) LEVEL 2, 1/2 INCH DENSE ACP	TON
(b) 1/2 INCH DENSE ACP – TEMPORARY	LF

Item (a) Level 2, ½ INCH DENSE ACP is a Non-Guaranteed (NG) item, the quantities and measurement lengths for these pay items are estimated and are not guaranteed.

Item (b) ½ INCH DENSE ACP-TEMPORARY – is a Plan Quantity (PQ) item, the quantities and measurements for these pay items are based off the Engineering Plan Quantities. No adjustment of the Quantities, increase or decrease, for work defined within the project limits for these items will be made. Adjust your bid price accordingly to fit the Plan Quantity indicated on the bid form. The bid price per unit for this item will be utilized only when addition work is required by the Engineer that is, in the opinion of the Engineer, beyond the scope of the original project. No separate or additional payment will be made for removal of temporary asphalt surfacing.

No separate or additional payment shall be made for adjusting existing valve boxes to match final road grade.

Payment for subgrade preparation and leveling course shall be considered incidental.

Add the following section:

00744.95 Price Adjustments: There are no price adjustments for these bid items.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

Description

00759.00 Scope – add the following:

The concrete “structures” referred to in this section shall include concrete curbs with gutters AND shall include all concrete sidewalks, curbed sidewalks, retaining walls, headwall, concrete pads or driveways that may be disturbed or damaged during the course of this work.

Materials

00759.10 Materials – add the following sentence:

Concrete curbs, curbs with gutters, curbed sidewalks, retaining walls, headwalls, driveways and pads shall be constructed with Commercial Grade Concrete meeting the requirements of Section 0440.12 of the Oregon Standard Specifications for construction.

Add the following Subsections:

00759.13 Curing Compounds – Concrete curing compounds shall be colorless.

Construction

Modify the following Subsection(s):

Add the following Subsections:

00759.55 Protection of Freshly Poured Concrete – Protect the freshly poured concrete from vandalism or other damage for a minimum of twenty-four (24) hours or until cured enough to support typical use, whichever is longer. Provide security personnel to guard the fresh concrete during this time. The number of personnel onsite shall be as required to protect the complete amount of concrete placed during the previous 24 hours.

Replace all concrete damaged by vandalism or other causes at no cost to the Port.

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

00759.90 Payment – Modify the following section as follows:

Pay Item	Unit of Measurement
(a) Concrete Curbs and Gutters	Linear Foot
(c) Concrete Driveways	Square Foot
(e) Concrete Walks	Square Foot

Delete sentence that starts with “Aggregate will be paid”.

Trench foundation stabilization and rock excavation, if required, shall be paid for according to 00405.

Add the following to the end of this section:

No separate or additional payment will be made for removing, replacing, preparing, or placing new aggregate under concrete structures.

SECTION 02415 – PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.50 Polyvinyl Chloride Pipe – Delete the last two sentences and replace with the following:

Furnish PVC sanitary, storm, culvert, siphon, and irrigation pipe and fittings with 2 feet or more cover that have a minimum pipe stiffness of 46 psi or a minimum SDR of 35 and meet the requirements of sewer pipe ASTM D 3034, ASTM F 679, or ASTM F 794 if drawings don't indicate otherwise.

Furnish PVC sanitary, storm, culvert, siphon, and irrigation pipe and fittings with less than 2 feet but at least 1 foot cover meeting the requirements of AWWA C 900 or AWWA C 905 if drawings do not indicate otherwise.