

CONTRACT DOCUMENTS

For the Construction of

TREE REMOVAL AND FENCE INSTALLATION WEST OF I-5 INTERCHANGE

Project File # 2013-009-12

Bid # 2013-12

CITY OF WOODBURN

Woodburn, Oregon

MAY 2013

For Information regarding this project contact:

Dago Garcia, P.E
190 Garfield St.
Woodburn, OR 97071
503.982-5248

Eric Liljequist, P.E
190 Garfield St.
Woodburn, OR 97071
503.982-5241.

TREE REMOVAL AND FENCE INSTALLATION WEST OF I-5 INTERCHANGE

PROJECT FILE #2013-009-12

BID #2013-12

These Documents are the property of the
City of Woodburn

**190 Garfield Street
Woodburn, Or 97071
503.982.5240**

ADVERTISEMENT DATE: Wednesday, May 15, 2013

BID DATE: Thursday, May 30, 2013 (@ 2:00 PM)

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INVITATION TO BID

CITY OF WOODBURN
TREE REMOVAL AND FENCE INSTALLATION WEST OF I-5 INTERCHANGE
PROJECT No. 2013-009-12
BID No. 2013-12

Sealed bids for the construction of the “Tree Removal and Fence Installation West of I-5 Interchange” project will be received by the City of Woodburn, OR at City Hall Annex, 190 Garfield St. until **2:00 PM, Thursday, May 30, 2013** and will thereafter be publicly opened and read.

Proposals shall be addressed to the City Engineer, City of Woodburn, 190 Garfield St., Woodburn, OR 97071. Bids shall be submitted in a plain sealed envelope bearing the Bidder's name, the name of the project and the date and time of the Bid opening, and shall be clearly marked "**Bid No. 2013-12**", and Bidders shall indicate on the Form of Proposal that "*Bidder will comply with the provisions of Chapter 279C.840, Oregon Revised Statutes” or 40 U.S.C 276a.*

Work under this contract will contain funding from Federal Grants. Contractor shall comply with all applicable federal regulations in addition to all other specifications, terms and conditions of this invitation to Bid. Work performed in the project is subject to the higher of the prevailing wages rates under the Oregon Prevailing Wages Law and the Federal Davis-Bacon Act. The work under this contract is also subject to the “Buy America” requirements and provisions that require all of the iron, steel, and manufactured goods used in the project to be produced in the United States (“Buy America Requirements”).

DESCRIPTION OF THE PROPOSED WORK: The main work for this project includes the installation of 1,400 LF of 5’ high field fencing, removal of 1,550 LF of existing fencing, and the removal of trees, shrubs and arborvitae as described in the project plans and specifications.

In order to comply with the Migratory Bird Act, all tree, arborvitae & shrub removal activities must occur after August 31, 2013. Additionally, in order to comply with The Oregon Department of Transportation (ODOT) contract documents for the I-5 Interchange Project, all project elements must be completed by September 14, 2013 to allow for utility relocation work. **Therefore, all project work, including tree, arborvitae & shrub removal and fence installations must be completed between September 1 and September 14, 2013.** Failure to complete the project within these timeframes could result in the delay of a major multi-million dollar State Project, and any associated costs due to ODOT project delays will be passed on to the City Contractor performing work described in this Invitation to Bid.

The Contractor shall be aware that other construction activities could be occurring in the same area of construction during the same timeframe as this project. Work coordination with other contractors is considered incidental to this project.

Plans and specifications may be examined at the City Engineer's Office, City Hall Woodburn, OR on or after **Wednesday, May 15, 2013**. Copies of the Contract Documents may be obtained from the City Engineer's Office upon deposit of a non-refundable fee of fifty dollars (\$50.00) for each set. Additionally

plan sets are available for viewing at the following locations;

DJC Plan Center – Portland, OR

Contractor's Plan Center – Clackamas, OR

McGraw Hill Dodge Plan Center – Portland, OR

Salem Contractor's Exchange – Salem, OR

Bidders must be pre-qualified in accordance with the laws of the State of Oregon. Completed pre-qualification forms shall be mailed or delivered to the City of Woodburn at least 7-days prior to bid opening for Bidder to retain the right to protest the bid. Prequalification Forms are available in PDF format off the City website at <http://www.ci.woodburn.or.us/?q=blog-categories/bids-rfps>.

No bid for a construction contract shall be received or considered unless the bidder is registered with the Construction Contractors Board.

Bidders on this project need not be licensed for asbestos handling pursuant to ORS 468A.720. Each bidder must indicate on the bid form whether they are a resident or nonresident bidder as defined in ORS 279A.120 (b).

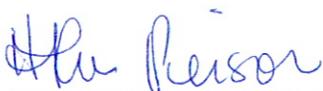
All proposals shall be made on the proposal forms. All proposals shall be accompanied by a Bid Bond, equal to ten percent (10%) of the total bid. Bid Bond shall be forfeited to the City if the Contractor fails to execute the contract within 7-days after acceptance of the bid and award of the Contract.

Pursuant to ORS 279C.370, bidders on public works projects with a contract value of \$100,000 or more are required to disclose, 2-hours after bid opening, the bidders first-tier subcontractors. The bidder shall provide the information as required on City of Woodburn first-tier disclosure form, provided in the contract documents.

At the discretion of the Project Manager Addenda and Contract clarifications shall either be posted on the City, Engineering Division website or delivered to Plan Holders via facsimile. Potential Bidders should check the website on a daily basis the last week before the Bid Opening date. Website can be found at <http://www.ci.woodburn.or.us/?q=blog-categories/bids-rfps>. Addenda must be signed and submitted with the Bid Proposal to be considered a responsive offer.

Although contract award is expected to be made by the City Council on **June 10, 2013**, the City of Woodburn reserves the right to reject any and all bids not in compliance with prescribed bidding procedures and requirements, and may reject for good cause any and all bids upon a finding of the Agency if it is in the public interest to do so. The three (3) lowest bidders may not withdraw or modify his bid prior to the lapse of 35-days after the bid opening.

This project must be completed by September 14, 2013.



Heather Pierson, City Recorder
City of Woodburn, OR 97071

INSTRUCTIONS TO BIDDERS

1. GENERAL:

A general description of the work to be done is contained in the Invitation to Bid. The scope is indicated in the accompanying plans and specified in these Contract Documents.

2. SECURING DOCUMENTS:

- A. Copies of the Contract Documents are on file at:
City Hall Annex
190 Garfield Street
Woodburn, OR 97071.
- B. Copies of the Documents may be obtained, for bidding purposes, upon the conditions set forth in the Invitation to Bid.
- C. Prevailing wage rates as set by BOLI for the Marion County region are considered part and included in these Documents. Latest version of these rates is available electronically on the BOLI website. See Article D (7)(6) of the General Conditions for further instructions.
- D. Federal Davis-Bacon Wages Rates: The most recent wage decision under the Davis-Bacon Act (**General Decision Number: OR130001 04/12/2013 OR1**) is attached to this contract documents.

3. BID PROPOSAL:

In order to receive consideration, make all bids in strict accordance with the following:

- A. Make bid offers upon the BID PROPOSAL forms provided herein, properly executed and with all items filled in. Do not change the wording of the BID PROPOSAL form and do not add words to the wording of the forms. Unauthorized conditions, limitations and/or provisions attached to the BID PROPOSAL form shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted and initialed by an officer of the Contractor authorized to make the offer.
- B. Each Bid Offer shall be addressed and delivered to the Owner on or before the date and time indicated in the Invitation to Bid. Facsimile and telephone bid offers **WILL NOT** be considered. It is the sole responsibility of the bidder to ensure his offer is received on time.
- C. Proposals made by corporations or partnerships shall contain names and addresses of the principal officers or partners. If a corporation makes the Proposal, it must be acknowledged by one of the principal officers thereof; if made by a partnership, by one of the partners.
- D. Unit prices prevail in computation of the bid tab and final price. Bidder's unit price will be calculated by the quantity estimated in the Form of Proposal to calculate the official tabulated offer.

4. BONDS:

- A. Proposals shall be accompanied by one of the following (1) a surety bond (2) an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 (3) a cashier's check or certified check as bid security. The bond, letter of credit or check shall be in the amount of not less than ten (10%) percent of the amount bid for the Contract.
- B. The Owner reserves the right to retain the bid security of the three lowest bidders until the successful Bidder has signed and delivered the agreement and furnished, certification of insurance and both, the Labor & Materials Bond and the Performance Bond. Upon failure of the successful Bidder to sign and deliver said agreement, Bonds and Insurance certificates within the specified time, the next lowest bid may be accepted at the Owner's discretion, whereupon the above instructions and requirements will apply to the said second bidder.
- C. Bid security of all bidders, except the three lowest, will be returned promptly after the canvas of bids; bid security of the three lowest bidders will be returned within 3-days after the Contract has been executed or other disposition made thereof in accordance with the provisions stated herein.
- D. Prior to signing the Contract, the Owner will require the selected Contractor to secure and post Performance and Labor & Materials Bonds as outlined in the General Conditions contained herein. Requirements can be found in the General Conditions Article I (4).

5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK:

- A. Before submitting a bid, each bidder shall carefully examine the Drawings, read the specifications and all other Contract Documents, and visit the site of work. Prior to offering a bid each bidder shall thoroughly examine the existing conditions and limitations of the work to be performed and shall include in his bid offer a sum to cover all costs of all items necessary to perform the work as set forth in the Contract Documents.
- B. No allowance will be made to any bidder because of the lack of such examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examinations.
- C. Each Bidder must inform himself on all laws and statutes, both federal and state, relative to the regular execution of the work, the employment of labor, protection of public health, the protection of private property, right-of-way, and access to the work, fire protection regulations, and similar requirements.

6. QUALIFICATION OF THE BIDDER:

- A. Woodburn Contract Review Board acting under authority of ORS 279A.060 and City Ordinance No.1498 has set the following requirements for pre-qualification of bidders.
- B. Bidders must be pre-qualified by the Woodburn Public Works Department. A complete Prequalification Application form must be submitted to the Owner at least 7-days prior to the

bid opening date in order for the prospective Bidder to retain his right to appeal should he be disqualified by the public officer representing the Owner. If the prequalification form is submitted less than 7-days prior to the bid opening date, the **CONTRACTOR AGREES TO FORFEIT THE RIGHT TO PROTEST THE BID.**

- B. Prequalification forms may be downloaded of the City of Woodburn website at <http://www.ci.woodburn.or.us/?q=blog-categories/bids-rfps>. The form shall be filled out by the prospective Bidder and delivered to:

Duane K. Barrick
City Hall Annex
190 Garfield St.
Woodburn, Oregon 97071
Phone 503.980.2408
Facsimile 503.982.5242
E-mail duane.barrick@ci.woodburn.or.us

- D. No bid for a construction contract shall be awarded by the City unless the bidder is pre-qualified and is registered, if a Contractor, with the Oregon Construction Contractor's Board or if a Landscape Contractor, licensed by the State Landscape Contractor's Board as required by ORS 671.530. The Contractor shall therefore supply the City with a copy of their registration number.
- E. **DRUG TESTING PROGRAM:** By signing and submitting a Bid to the City, the Bidder certifies that they have an employee drug-testing program in place.

7. FIRST-TIER SUBCONTRACTOR DISCLOSURE.

- A. Bidders are required to disclose information about certain first-tier subcontractor's when the contract value for public improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor that will be furnishing labor or materials in connection with the public improvement is: (I) 5% of the project bid or \$15,000 whichever is greater, or (II) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontractor within two (2) hours of the bid closing:

The subcontractor's name.
The subcontracted dollar value.
The subcontracted category of work.

- C. If the Bidder will not be using any subcontractor's that are subject to the above disclosure requirements, the Bidder shall indicate "NONE" on the First-Tier Subcontractor Disclosure Form.
- D. Per ORS 279C.370, the City must reject a bid if the Bidder fails to submit the completed disclosure form by the stated deadline. The subcontractor disclosure information, as described herein, must be included on the First-Tier Subcontractor Disclosure Form included in these

Contract Documents. The First-Tier Subcontractor Disclosure Form must be submitted prior to the date and time stated in the invitation to bid. Failure to submit the disclosure form will result in the bid being declared “Non-Responsive.

8. BUY AMERICA

- A. The Contractor acknowledges to and for the benefit of the City of Woodburn and the State of Oregon that it understands the goods and services under this agreement are funded with monies made available by Federal Grants that contain provisions commonly known as “Buy America” that require all of the iron, steel and manufactured goods used in the project be produced in the United States (“Buy America Requirements”) including iron, steel, and manufactured goods provided by the Contractor pursuant to this project.
1. The Contractor has reviewed and understands the Buy American Requirements,
 2. All iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirements, unless a waiver of the requirement is approved, and
 3. The Contractor will provide further verified information, certification, or assurance of compliance with this condition, or documentation or a waiver and information necessary to support a waiver of the Buy American Requirements, as may be requested by the City or the State of Oregon.
- B. Bidders are required to submit with their bid a signed copy of the “Buy America” Bid Compliance Certification and Worksheet where the Bidder thereby certifies to compliance with the ARRA Buy American requirements during the development of their bid. The City will review the Bidder’s certification form as well as the detailed pricing sheet for compliance with these requirements. Failure to comply may result in the Bidder being deemed non-responsive.

9. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING:

- A. If any person(s) contemplating the submission of a bid offer for construction of the work is in doubt as to the true meaning of any part of the Documents, or finds discrepancies in or omissions from any part of the Documents, he shall submit, in writing to the Engineer, a request for clarification or interpretation thereof not later than 5 business days prior to the Bid Opening. The person submitting the request shall be responsible for prompt submission.
- B. Addenda issued during the time of bidding shall form a part of the Contract Documents loaned to the bidder for the preparation of his proposal and shall be covered in the proposal. Receipt of each addendum shall be acknowledged in the proposal by the signature of the responsible party.
- C. Contract Clarifications, addenda, plan holders list and all other correspondence to Plan Holders are posted on the City of Woodburn website at the following URL: <http://www.ci.woodburn.or.us/?q=blog-categories/bids-rfps>.

10. WITHDRAWAL OF BID OFFER:

INSTRUCTIONS TO BIDDERS
REVISION 8 – January 10, 2013

- A. Any bidder may withdraw his bid, either personally or in writing at any time prior to the scheduled time for public opening.
- B. No bidder may withdraw his bid offer after the opening within the 35-days after bid opening. The three (3) lowest bid offers shall be subject to acceptance by the City until the close of the 35-day period.

11. PRE-BID CONFERENCE:

- A. Pre-bid conferences are held for the purpose of considering questions posed by bidders. The conference will be opened to General Contract Bidders only.
- B. No pre-bid conference shall take place unless the date, time and location is stated in the Invitation to Bid.

12. AWARD OR REJECTIONS OF BID OFFERS:

- A. The Contract, if awarded, will be awarded to the lowest responsible Bidder by the City of Woodburn, Oregon, on the basis of that proposal, which, in its sole and absolute judgment will best serve its interests.
- B. The City of Woodburn, Oregon, reserves the right to accept or reject any or all proposals, and to waive any informalities and irregularities in said proposals, delete certain items from the proposal and postpone the award decision date to one that is mutually agreeable to the Owner and the low bidder.

13. EXECUTION OF AGREEMENT:

- A. The form of Agreement, which the successful Bidder, as Contractor, will be required to execute within 10-days after receiving the "Notice of Award" is included in the Contract Documents and must be carefully examined by each Bidder.
- B. Within 35-calendar days after the opening of proposals the City of Woodburn, Oregon, will accept one of the proposals or will act in accordance with Paragraph 11 "Acceptance or Rejection of Bids" of these Instructions to Bidders. The Notice of Award will be in writing, mailed or delivered to the mailing address designated in the proposal.
- C. At or prior to delivery of the signed Agreement, the Contractor shall deliver to the Owner the Labor & Materials Bond, the Performance Bond and the Insurance certificates, as required in the General Conditions Article I, of these Contract Documents. All bonds and policies or certificates of insurance shall be approved by the Owner before the successful bidder may proceed with the work.
- D. Should the successful bidder fail or refuse to execute the Contract and furnish the proper bonds, then the bid security deposited by said bidder shall be retained as liquidated damages, not a penalty, by the City of Woodburn, Oregon; and it is agreed that this said sum is a fair

estimate of the amount of damages the City of Woodburn will sustain in case the Bidder fails to enter into a Contract and furnish Bond as hereinbefore provided. Bid security deposited in the form of a certified check shall be subject to the same requirement as a bid bond.

14. FINANCING:

- A. The work will be paid for by cash and warrants. The Owner, as specified in Article G of the General Conditions, will make monthly payments for work performed.

15. TIME OF COMPLETION:

- A. The time of completion of the work to be performed under this Contract is stated in the Invitation to Bid and bound herein. Delays and extensions of the time may be allowed in accordance with Article E (11) of the same General Conditions.

END OF INSTRUCTIONS TO BIDDERS

BID PROPOSAL

Honorable Mayor and City Council
City Hall
Woodburn, Oregon 97071

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that the Proposal is in all respects fair and without fraud, which it is made without any connection or collusion with any person making another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the proposed improvements; that he has personally inspected the site; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions or work involved, including the fact that the description of work and materials as included herein, is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and that this Proposal is made according to the provisions and the terms of the Contract Documents, which Documents are herein attached and are hereby made a part of this Proposal.

The Bidder further agrees to complete construction of all work in all respects in accordance with the Special Provisions incorporated herein.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit set under Specifications of this document or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City of Woodburn, Oregon, using the rate formula outlined in Article G(5) of the General Conditions, and not less than \$150.00 per day, until the work shall have been finished, as provided by the Contract Documents.

The Bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowance for overhead and profit for each type and unit of work called for in these Contract Documents.

The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

It is declared that the Bidder will comply with all the provisions of ORS 279C.840 or U.S.C 2764a. The workmen on the project will be paid the higher of either the federal Davis Bacon rates or Oregon Prevailing wages rates (also called "PWR").

City Of Woodburn – Public Works; Engineering Division
BID PROPOSAL
REV. September 2003

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond within ten (10) calendar days after receipt of notification of acceptance of his Proposal, then, in that event, the bid security in the sum of:

(In Words): _____

(In Numbers): \$ _____

deposited herewith according to the conditions of the Advertisement for Bids and Information to Bidders, shall be retained by the City of Woodburn, Oregon, as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the City of Woodburn will sustain in case the Bidder shall fail or refuse to enter into the contract for the said work and to furnish the Performance Bond as specified in the Contract Documents. Bid security in the form of a certified check shall be subject to the same requirements as a bid bond.

If the Bidder is awarded a construction contract on this proposal, the surety who will provide the Performance Bond will be:

_____ whose address is:

_____, _____, _____
Street City State Zip

Agents Name: _____ Phone No. _____

The address for all communications concerned with this Proposal and where the Contract shall be sent is:

Contractor: _____ doing business at:

_____, _____, _____
Street City State Zip

TREE REMOVAL AND FENCE INSTALLATION WEST OF I-5 INTERCHANGE

PROJECT No.: 2013-009-12

BID No. 2013-12

ITEM No.	BID ITEMS	UNITS	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1		
2	Temporary Protection and Direction of Traffic	LS	1		
3	Erosion and Sediment Control	EA	1		
4	Removal and Disposal of 4" to 12" Trunk Diameter Trees	EA	56		
5	Removal and Disposal of 13" to 24" Trunk Diameter Trees	EA	34		
6	Removal of 25" to 35" Trunk diameter Trees	EA	1		
7	Removal of 36" and greater Trunk Diameter Trees	EA	2		
8	Removal of Shrubs and Trees Less than 4" in Diameter	LS	1		
9	Removal and Disposal of Arborvitaes	EA	175		
10	Removal & Disposal of Existing Fencing	LF	1550		
11	Furnish & Install 5' High Field Fencing, Complete	LF	1400		
12	Work Area Restoration Complete	LS	1		

TOTAL: _____

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

(If Sole Proprietor or Partnership)

In witness hereto the undersigned has set his (its) hand this _____ day of _____, 20__.

Signature of Bidder Title (If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20__.

Name of Corporation _____

By: _____

Title _____

Construction Contractor's Board No. _____

Attest: _____
Secretary

Initial "Bidder will comply with the provisions of ORS 279C.840.

*In accordance with ORS 279A.120(b) and as specified in the Invitation to Bid, I [] **am** [] **am not** (check appropriate box) a "resident bidder". Resident Bidder means a bidder that has paid unemployment taxes or income taxes to the State of Oregon during the 12- month period preceding submission of this bid and has a business address in this state.*

Attest: _____
Bidder

CITY OF WOODBURN, OR
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME:	Tree Removal and Fence Installation West of I-5		
PROJECT No:	2013-009-12	BID No:	2013-12
BID CLOSING DATE:	May 30, 2013	TIME:	2:00 pm
DISCLOSURE DEADLINE DATE:	May 30, 2013	TIME:	4:00 pm

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

List below the name of each subcontractor that will be furnishing labor or 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. (IF NEEDED, ATTACH ADDITIONAL SHEETS.)

	<u>NAME</u>	<u>DOLLAR VALUE</u>	<u>CATEGORY OF WORK</u>
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	

The above listed first-tier subcontractor(s) are providing labor and/or materials with a Dollar Value equal to or greater than:

- a. 5% of the total contract price or \$15,000 (including all alternates), whichever is greater; or
- b. \$350,000.00 regardless of the percentage of the total Contract Price.

FAILURE TO SUBMIT THIS FORM FILLED OUT BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID. A NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Form Submitted by (Bidder Name): _____
 Contact Name: _____ Phone No: _____
 Deliver Form to Agency: _____ CITY OF WOODBURN
 Person Designated to Receive Form: _____ CITY ENGINEER
 Agency's Address: _____ 190 Garfield Street, Woodburn, OR 97071

**UNLESS OTHERWISE STATED IN THE ORIGINAL SOLICITATION,
 THIS DOCUMENT SHALL NOT BE FAXED.**

Buy America Certification

PROJECT NAME:	
BID NUMBER:	

This solicitation and any resulting contract are subject to the Buy America requirements of 23 CFR 635.410. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under 23 CFR 635.410 as follows:

- The bidder hereby certifies that all manufacturing processes for steel and iron materials, including the application of coating (pursuant to 23 CFR 635.410), have occurred in the United States.. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.**

Bidder's Firm Name

Date

Signature

“BUY AMERICA” WORKSHEET

Bidders shall complete the following worksheet and submit it with their bid proposal to ensure bids reflect intended compliance with the ARRA “Buy America” requirements. The Materials/Manufactured Goods list is not intended to be an inclusive list of materials or manufactured goods but rather it is a list of the major components of the project that shall be verified in accordance with the “Buy America” requirements during the submittal process.

Materials/Manufactured Goods	Meets "Buy America Requirement		If No, Attach Documentation Sufficient for Possible Waiver	
	Yes	No	Yes	No
1. Fencing Bolts				
2. Bracing Hardware				
3. T-post				
4. 60" High Fencing, 2"x4" Mesh Fabric				

Contractor Name: _____

Signature of Authorized Official: _____

Date: _____

CERTIFICATION REGARDING LOBBYING ACTIVITIES

Project: **Tree Removal and Fence Installation West of I-5 Interchange**

Project Number: **2013-009-12**

Bid Number: **2013-12**

Name of Submitting Firm: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Officer's Signature: _____

Type or print officer's name: _____ Date: _____

BID SUBMITTAL CHECKLIST

The following is a checklist of the items that shall be submitted with the Bidder's bid Proposal

- Bid Proposal
- Bid Bond
- First Tier Subcontractor Disclosure Form (Submit within two hours after bid opening time)
- "Buy American" Bid Compliance Certification & Worksheet
- Certification Regarding Lobbying Activities

PART II – CONTRACT FORMS

CONSTRUCTION AGREEMENT

BONDS

PERFORMANCCE BOND

PAYMENT BOND

MAINTENANCE BOND

SAMPLE DOCUMENTS

NOTICE OF AWARD

NOTICE TO PROCEED

BOLI WH-81

BOLI WH-39

CERTIFICATE OF MATERIALS OF ORIGIN

FEDERAL FORM W-9

GENERAL CONDITIONS

SPECIAL PROVISIONS

DAVIS BACON WAGE RATE

ODOT PERMIT

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____, **2013**, by and between _____, hereinafter called "CONTRACTOR" and the CITY OF WOODBURN, an Oregon Municipal Corporation, hereinafter called "City" or "Owner". The Contractor, for the consideration hereinafter named, does hereby agree to furnish all materials, equipment, labor and necessary implements for the construction of **Tree Removal and Fence Installation West of I-5 Interchange** and doing such other work as is necessary to make an appropriate and complete improvement.

All of said work shall be done according to the terms, conditions, and requirements of the Contract Documents including the: Advertisement of Bids, Contractor's signed Proposal, information to bidders, special specifications, general conditions, standard specifications, general specifications, and plans and Addendum Nos. __ for said improvement, which Contract Documents by this reference are made a part of this agreement.

Said improvement shall be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within time extended, the City will suffer liquidated damages as specified in the Contract Documents, which liquidated damages shall be retained out of any monies due or to become due under this agreement.

Payments shall be made as provided in the Contract Documents. The contract amount, as approved by the Council on _____, **2013**, and agreed by the Contractor, is \$ _____.

The City will pay the required fee to the Bureau of Labor and Industries equal to one-tenth of one percent (0.1 percent) of the price of this contract, minimum fee in the amount of \$250.00 and maximum fee of \$7,500.00.

The Contractor will pay the prevailing wage rates in accordance with ORS279C.830 and as amended by Davis Bacon and all current amendments as set forth in the Contract.

NOW, THEREFORE, in consideration of the faithful performance of the covenants and agreements hereinbefore made by the Contractor, the City hereby covenants and agrees to pay the Contractor as in said Contract Documents provided.

IN WITNESS WHEREOF, the respective parties hereto have each caused these presents to be executed in duplicate the day and year first above written.

CITY OF WOODBURN, OREGON

ATTESTED: _____
Heather Pierson, *CITY RECORDER* KATHY FIGLEY, *MAYOR*

CONTRACTOR: _____
Organization

By: _____ Title: _____

Bond No. _____

Solicitation: Bid No. 2013-12

Project Name: Tree Removal and Fence Installation West of I-5
Interchange

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, _____,
as the Principal, and _____, a corporation organized and
existing under the laws of the State of Oregon, and duly authorized to transact a surety
business in the State of Oregon, as Surety, are held and firmly bound unto the City of
Woodburn, a municipal corporation of the State of Oregon, in the penal sum of
\$ _____ Dollars \$ _____,
lawful money of the United States of America, for the payment whereof well and truly to
be made, we and each of us, jointly and severally, bind ourselves, our and each of our
heirs, executors, administrators successors and assign, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the City of Woodburn,
the plans, specifications, terms and conditions of which are contained in the 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 the "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 City of Woodburn, the, 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 City of Woodburn, 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 hereof.

Contractor

BY:

TITLE: _____

Surety

By: _____

Attorney-In-Fact

Bond No. _____

Solicitation: Bid No. 2013-12

Project Name: Tree Removal and Fence Installation West of I-5
Interchange

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that, _____,
as the Principal, and _____, a corporation organized and
existing under the laws of the State of Oregon, and duly authorized to transact a surety
business in the State of Oregon, as Surety, are held and firmly bound unto the City of
Woodburn, a municipal corporation of the State of Oregon, in the penal sum of
\$ _____ Dollars \$ _____, lawful
money of the United States of America, for the payment whereof well and truly to be
made, we and each of us, jointly and severally, bind ourselves, our and each of our
heirs, executors, administrators successors and assign, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the City of Woodburn,
the plans, specifications, terms and conditions of which are contained in the 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 the "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 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, including the conditions listed in ORS
279.310 to 279.320, and shall indemnify and save harmless the City of Woodburn, 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 Subcontractor in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its Subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the City of Woodburn 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 City of Woodburn, 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 hereof.

Contractor

BY:

TITLE: _____

Surety

By: _____

Attorney-In-Fact

Bond No. _____

Solicitation: Bid No. 2013-12

Project Name: Tree Removal and Fence Installation West of I-5
Interchange

MAINTENANCE/WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS that, _____,
as the Principal, and _____, a corporation organized and
existing under the laws of the State of Oregon, and duly authorized to transact a surety
business in the State of Oregon, as Surety, are held and firmly bound unto the City of
Woodburn, a municipal corporation of the State of Oregon, in the penal sum of
\$ _____ Dollars \$ _____, lawful money
of the United States of America, for the payment whereof well and truly to be made, we
and each of us, jointly and severally, bind ourselves, our and each of our heirs, executors,
administrators successors and assign, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the City of Woodburn, the
plans, specifications, terms and conditions of which are contained in the 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 Maintenance/Warranty Bond by reference, whether
or not attached to the contract (all hereafter called the "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 the Principal agrees to warrant to the City of Woodburn that the construction is,
and will remain for a period of one (1) year from the date of acceptance, free from defects
in materials and workmanship.

That if the Principal herein shall faithfully and truly observe the terms, provisions,
conditions, stipulations, directions, and requirements of the Contract and shall in all
respects, whether the same be enumerated herein or not, faithfully comply with the same
and shall assume the defense of indemnify and save harmless the City of Woodburn, its
officers, agents, and employees from all claims, liabilities, loss, damage or injury which
may have been suffered or claimed to have been suffered to persons or property directly or
indirectly resulting from or arising out of the operations or conduct of the Principal or any
subcontractor in the performance of the work under the Contract and shall indemnify and
make whole the City for any injury or damage to any street, highway, avenue, or road or
any part thereof, resulting from the operations or conduct of the Principal or any
subcontractor in connection with performance or conduct of the work under the Contract,

and shall in all respects faithfully keep and observe all of said terms, provision, conditions, stipulations, directions, and requirements, then this obligation is void, otherwise, it shall remain in full force and effect.

WITNESS our hand and seals this _____ day of _____, 2013.

Contractor

BY:

TITLE: _____

Surety

By: _____

Attorney-In-Fact

CITY OF WOODBURN
NOTICE OF CONTRACT AWARD

PROJECT DESCRIPTION: Tree Removal and Fence Installation West of I-5 Interchange

FILE No: 2013-009-12

BID No: 2013-12

The Owner has considered the bid submitted by you (month/day/year) for the above described work in response to its Invitation to Bid.

You are hereby notified that on (month/day/year) the City Council accepted your bid for construction of the work in the amount of \$ _____

You are required under the terms of the Notice Inviting Bids and the Information for Bidders to execute the Agreement and furnish bonds and certificates of insurance within 7-calendar days from the date of this Notice to you.

If you fail to execute said Agreement and furnish said bonds and certificates of insurance within 7-days of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid to be abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this (day) of (month year)

By _____ Title _____

Contractor shall fill in all information below this line and return original signed copy

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged

By: _____

Title: _____

This: _____ day of _____ 2013.

**CITY OF WOODBURN
NOTICE TO PROCEED**

PROJECT NAME: **Tree Removal and Fence Installation West of I-5 Interchange.**

PROJECT No: **2013-009-12**

BID No: **2013-12**

AMOUNT OF CONTRACT: \$ _____

You are hereby notified to commence work on the referenced contract and shall fully complete all of the work of said contract by _____ for the **Tree Removal and Fence Installation West of I-5 Interchange**

The contract provides for the assessment of liquidated damages for each consecutive calendar day after the above-established contract completion date that the work remains incomplete.

Dated this _____ day of **2013.**

BY: Eric Liljequist

TITLE: Assistant City Engineer

Contractor: *Complete items below this line and return Document to Owner within seven (7) days:* _____

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged:

BY: _____ .

TITLE: _____ .

this ____ day of _____ , 20__ .



BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS
(For use by public agencies in complying with ORS 279C.835
for public works awarded after January 1, 2008)

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION

Agency Name: City of Woodburn Agency Number (if known): _____
Address: 190 Garfield Street Agency Division: Public Works
City, State, Zip: Woodburn, OR, 97071
Agency Representative: Dago Garcia Phone: 503-982-5248

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____ Project Number: _____
Contract Name (if part of larger project): _____ Contract Number: _____
Project Manager Name: Dago Garcia Phone #: 503-982-5248 Fax #: 503-982-5242
Project Location (Street(s), City): N Front Street, Woodburn Oregon Project County: Marion
Contract Amount: \$ _____ If under \$50,000, is this contract part of a larger project? YES _____ NO _____
If yes, total project amount: \$ _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES _____ NO _____
Date Contract Specifications First Advertised for Bid (if not advertised, date of RFP or first contact with contractor): _____
If CM/GC Contract, Date Contract Became a Public Works Contract (see OAR 839-025-0020(6)): _____
Date Contract Awarded: _____ Date Work Expected to Begin: _____
Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____
Address: _____
City, State Zip: _____ Phone: _____
Construction Contractors Board Registration Number: _____
Name of Bonding Company: _____
Address: _____
Agent Name and Phone Number: _____
Bond Number: _____

Copy of first-tier subcontractors attached (see NOTE above).

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and \$750,000 or more of funds of a public agency) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone #: _____ Fax #: _____
Project Name: _____ Project Number: _____
Project Location (Street(s), City): _____ Project County: _____
Total Project Amount: \$ _____ Amount of Public Funds Provided for the project: \$ _____
Name(s) of Public Agency(ies) Providing Public Funds: _____
Date the public agency or agencies commit to the provision of funds for the project: _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES _____ NO _____
Date Work Expected to Begin: _____
Date Work Expected to be Complete: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone #: _____ Fax #: _____
Project Name: _____ Project Number: _____
Project Location (Street(s), City): _____ Project County: _____
Total Project Amount: \$ _____ Amount of Public Funds Provided for the project: \$ _____
Name(s) of Public Agency(ies) Providing Public Funds: _____
Total square footage of privately owned road, highway, building, structure or improvement: _____
Percent of total square footage of the completed project that will be occupied or used by a public agency: _____
Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES _____ NO _____
Date Work Expected to Begin: _____
Date Work Expected to be Complete: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

Signature of agency representative completing form: _____

Printed Name: Dago Garcia Phone #: 503-982-5248 Date: July 16, 2012.

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit • Bureau of Labor and Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-2180
Telephone (971) 673-0852 • FAX (971) 673-0769



**CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769**

For Office Use Only: Project DB #: _____
--

PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. Also for use by public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B) or (C).

PUBLIC AGENCIES: Please complete and mail this form to BOLI at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to BOLI. **The minimum fee is \$250.00; the maximum fee is \$7,500.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

PUBLIC AGENCY: City of Woodburn **AGENCY #:** _____

AGENCY CONTACT PERSON: Dago Garcia **PHONE:** (503) 982-5248

PROJECT MANAGER NAME: Dago Garcia **PHONE:** (503) 982-5248

MAILING ADDRESS: 190 Garfield Street, Woodburn, OR 97071

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT LOCATION: _____

PROJECT NUMBER: _____ **DATE AWARDED:** _____

CONTRACTOR BUSINESS NAME (DBA): _____

CONTRACTOR CCB#: _____

CONTRACT AMOUNT: _____ **AMOUNT DUE:** _____

Contract amount x .001

(Please duplicate this form for future use)



CERTIFICATE OF MATERIALS ORIGIN

PROJECT NAME (SECTION)	CONTRACT NO.
-------------------------------	---------------------

BID ITEM NO.	BID ITEM NAME
---------------------	----------------------

DOMESTIC MATERIALS SOURCE (NAME AND ADDRESS)

DOMESTIC MATERIALS DESCRIPTION

FOREIGN MATERIALS SOURCE INCLUDING MATERIAL OF UNKNOWN ORIGIN (NAME AND ADDRESS)

FOREIGN MATERIALS (OR OF UNKNOWN ORIGIN) DESCRIPTION AND VALUE OF IRON OR STEEL PRODUCT AS IT IS DELIVERED TO THE PROJECT

This certification is made for the purpose of establishing materials acceptance under the Contract Special Provisions titled 00160.20(a) Buy America. All iron or steel manufacturing processes, including protective coatings, for the domestic materials described above occurred within the United States of America.

Manufacturers' certificates verifying the origin of the above described domestic materials will be kept on file for three years following final payment. Copies will be furnished to the Engineer upon request.

I declare under penalty of perjury under Oregon and Federal laws that the foregoing is true and correct.

AUTHORIZED REPRESENTATIVE* **COMPANY* NAME AND ADDRESS:**

NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____

Submit a new certificate for subsequent shipments if any of the above information changes. *May be Contractor, Sub-Contractor or supplier

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

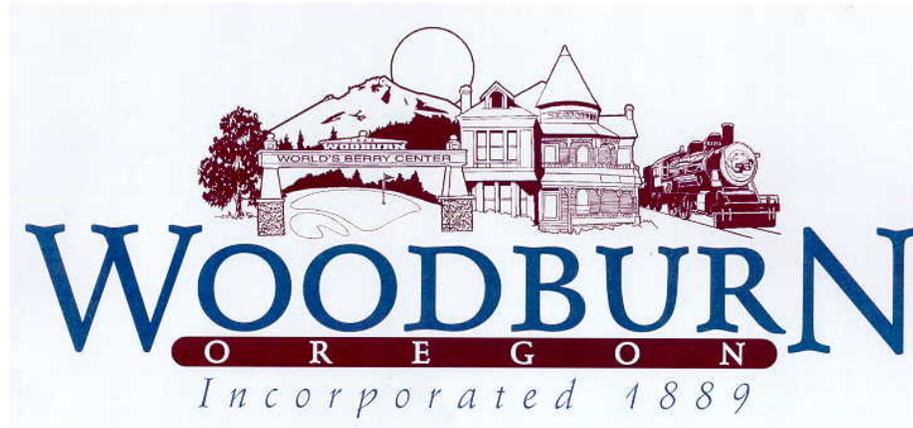
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



GENERAL CONDITIONS

REVISION 5 – JANUARY 2008

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ARTICLE – A
DEFINITIONS & ABBREVIATIONS

A.1. CONTRACT DOCUMENTS or “CONTRACT”:

1. The "Contract Documents" consist of the Invitation to Bid, the Proposal, the Agreement, the Bonding requirements, the Insurance requirements, the Instructions to Bidders, the General Conditions, Special Provisions, the Technical Specifications, and the Plans, including all modifications (addenda) thereof incorporated into the bound Documents before their execution. These form the Contract and shall also be known as the Bid Documents.

A.2. OWNER:

1. Wherever the word "Owner" or “city” and/or “agency” occurs in these Contract Documents, the word shall signify the City of Woodburn, Oregon, acting through its duly authorized officers, Council and/or Contract Review Board.

A.3. CONTRACTOR:

1. Wherever the word "Contractor" occurs in these Contract Documents, the word shall signify the party or parties contracting with the Owner to perform the work as outlined and contemplated in the Contract Documents.

A.4. ENGINEER:

1. Wherever the word "Engineer" occurs in these Contract Documents, the word signifies the City Engineer for the City of Woodburn, Oregon.

A.5. WRITTEN NOTICE:

1. Wherever the term "Written Notice" occurs in these Contract Documents, the term shall signify a written communication delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended, or, if delivered or sent by registered mail, to the last business address known to him who gives the notice.

A.6. WORK:

1. Wherever the word "Work" occurs in these Contract Documents, the word shall signify all material, labor, tools, and all appliances, machinery, and appurtenances necessary to perform and complete everything specified in the Contract Documents or shown on the Plans and such additional items of labor, material, and equipment, not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure.

A.7. BIDDER:

1. Wherever the word "Bidder" occurs in these Contract Documents, the word shall signify any person, firm, partnership, or corporation submitting construction proposals on this project.

A.8. PROPOSAL:

1. Wherever the word "Proposal" occurs in these Documents, the word shall signify the bid, in unit prices and/or lump sums submitted, by a Bidder to the Owner, for consideration of the work contemplated.

A.9. DAYS:

1. Wherever the word "Days" occurs in these Documents, it shall mean contract days and the word shall signify calendar days; 7-days per week, 365-days per year.
2. Workdays shall be Monday through Friday excluding Holidays.
3. Holidays shall be the Holidays recognized by the City of Woodburn, OR., and on the day of the week to be observed as designated by the City Council for Department offices to be closed.

A.10. SUBMITTAL:

1. Wherever the word "Submittal" occurs in these Documents, the word shall signify working drawings, catalog cut sheets, brochures, swatches, test samples, certified lab test results and the like, submitted by the Contractor to the Engineer, for consideration to be incorporated into the work and process as described in Article D.13

A.11. ARCHITECT:

1. Whenever the word "Architect" occurs in these documents the word shall signify the Architectural firm of _____

A.12. SUB-CONTRACTOR:

1. Whenever the word "Sub-Contractor" occurs in these documents the word shall signify a person or entity that has a direct or indirect contract with the Contractor to perform a portion of the work at the site. Sub-Contractors have no binding relationship to the Owner except what is allowed by Oregon Law; see Article D(3).

A.13 MANUFACTURER:

1. Whenever the word "manufacturer" occurs in these documents the word shall signify a person or entity who has an agreement with the Contractor to supply specified and/or incidental parts, material, equipment, tools, appurtenances, etc. for performance of the work. The term manufacturer shall be synonymous with supplier even though the supplier may be a separate and independent agent retailing for several or varying manufacturers.

A.14 CONTRACT REVIEW BOARD:

1. The Owner's ultimate authority is the elected officials of the City Council for the City of Woodburn, OR. The Council also operates as the Contract Review Board under ORS 279.055 and the Attorney General's Model Public Contract Rules. All decisions of the Contract Review Board are final.

A.15 FIELD DIRECTIVE:

1. Supplemental instructions, clarifications and/or minor changes consisting of a written directive, which may or may not modify the Contract amount.

A.16 NOTICE TO PROCEED:

1. A written notice to the Contractor from the Agency to begin tasks required by the Contract to break ground and commence construction.

A.17 EXTRA WORK DIRECTIVE:

1. Written order issued by the Engineer modifying or requesting work not otherwise directed in the Contract and establishing a cost. The cost of this order has to be approved by the Engineer prior to work beginning.

A.18 NOTICE OF AWARD:

1. Written notice to the Contractor from the Owner that the Contract Review Board has approved award of the apparent lowest bidders offer. Actual award will be determined when both parties sign the Construction Agreement.

A.19 CONSTRUCTION AGREEMENT:

1. Also called the "Agreement" is the signed form binding the Owner to the Contractor for the offer included in the Bid Documents and acted upon by the Owner.

A.20 ABBREVIATIONS:

1. The following is a list of common professional and industry abbreviations which may be referred to in these contract documents.

AA	Aluminum Association
AAN	American Association of Nurserymen
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Contractors
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association

CGA	Compressed Gas Association
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
FM	Factory Mutual
FS	Federal Specification
GA	Gypsum Association
HI	Hydraulic Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers, Inc.
ISA	Instrument Society of America
JIC	Joint Industry Conferences of Hydraulic manufacturers
MS	Military Specification
MUTCD	Manual Uniform Traffic Control Devices (w/ Oregon Supplements)
NBHA	National Builders' Hardware Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NLMA	National Lumber Manufacturers' Association
NWMA	National Woodwork Manufacturers' Association
ODOT	Oregon Department Of Transportation
OSHA	Occupational Safety and Health Act
PS	Product Standard Section
RLM	RLM Standards Institute, Inc.
RMA	Rubber Manufactures' Association
SDI	Steel Door Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
WCLIB	West Coast Lumber Inspection Bureau
WWPA	Western Wood Products Association

ARTICLE – B
CONTRACT DOCUMENTS

B.1. INTENT OF CONTRACT DOCUMENTS:

1. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Documents is to require that the Contractor shall furnish all labor and material (except specific items to be furnished by the Owner or by the others when specifically set forth in the Contract Documents), equipment, machinery, and transportation necessary for the proper execution of the work. Materials or work described in words, which so applied, have a well-known technical and trade meaning shall be held to refer to such recognized standards.

B.2. INCONSISTENCIES AND OMISSIONS:

1. Where inconsistencies between the Special Provisions and any other part of these Documents, the Special Provisions shall govern. Any discrepancies, omissions or errors, found in the Contract Documents or differences between the site conditions and those indicated in the Contract Documents shall be reported to the Engineer immediately. The Engineer will correct, in writing, such omissions or errors, within a reasonable time.
2. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 1. Bid Proposal
 2. Special Provisions
 3. General Conditions
 4. Plans
 5. Technical Specifications
3. Dimensions on plans shall take precedence over scale dimensions; detailed plans shall take precedence over general plans.

B.3. ALTERATIONS:

1. The Owner, without invalidating the Contract may order extra work or make changes by altering, adding to, or deducting from the work. All such work shall be executed under the conditions of the original Contract, except that claim for extension of time and payment for extra work caused thereby shall be adjusted at the time of ordering such change. In giving instructions, the Engineer may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the structure, but otherwise, except in emergency endangering life or property, extra work or deductions from the work shall be performed only in pursuance of a written order from the Owner, signed or countersigned by the Engineer, or written notice from the Engineer stating that the Owner has authorized the deduction, extra work, or change; and no claim for additional payment shall be valid unless so ordered. If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated profits.

B.4. VERIFICATION OF DATA:

1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work; the conformation of the ground; character, quality, and quantity of the materials to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B.5. COPIES TO BE KEPT ON THE WORK:

1. The Contractor shall keep one copy of the Specifications and Plans on the work site, in good order and available to the Engineer.

B.6. COPIES TO BE FURNISHED:

1. The Engineer will furnish to the Contractor, on request and free of charge, six (6) copies of the Contract Specifications and six (6) sets of full-scale plans. Additional copies may be obtained on request by paying the actual cost of reproduction.

B.7. OWNERSHIP OF DRAWINGS:

1. All Plans, Drawings, Specifications, and copies thereof furnished are the property of the Engineer. They are not to be used on other work and shall be returned to him upon request, at the completion of the work. All models are the property of the Owner.

ARTICLE – C
THE ENGINEER

C.1. AUTHORITY OF THE ENGINEER:

1. The Engineer is the Owner's representative during the construction and shall observe the work in progress on behalf of the Owner. He has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. He shall also have authority to reject all work and materials, not conforming to the Contract.

C.2. ENGINEER'S REPRESENTATIVES:

1. The Engineer may assign Assistants to various portions of the work. It is understood that such assistants shall have the power, in the absence of the Engineer, to issue instructions and make decisions within the limitations of the authority of the Engineer. The authority of such assistants shall, however, be limited to the particular portion or phase of the work to which they are assigned and by the particular duties assigned to them.

C.3. INSPECTION:

1. The Engineer will observe the work to the extent necessary to determine that the provisions of the Contract Documents are being properly fulfilled. All materials furnished and work performed under these Contract Documents will be subject to rigid inspection. The inspection of the work done shall not relieve the Contractor of his obligations to furnish materials and perform acceptable work in conformance with these Contract Documents.

C.4. REJECTED MATERIALS:

1. Any material condemned or rejected by the Engineer due to nonconformity with the Contract Documents shall be removed at once from the vicinity of the work site by the Contractor at his own expense, and the same shall not be used on the work.

C.5. UNNOTICED DEFECTS:

1. Any defective work or material that may be discovered by the Engineer before the final acceptance of work, or before final payment has been made, or during the guarantee period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the Engineer to condemn or reject, bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

C.6. RIGHT TO RETAIN IMPERFECT WORK:

1. If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accordance with the Plans and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the removal of such work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work, but may make such deductions in the final payment therefore as may be just and reasonable.

C.7. SURVEYING:

1. The Engineer will furnish, only, baseline and benchmark(s) at locations in the field. Contractor shall employ these to establish construction stakes in conformance with the horizontal and vertical geometry indicated on the plans.

ARTICLE – D
THE CONTRACTOR

D.1. SUBCONTRACTING:

1. Bidders shall submit a “First-Tier Sub-Contractor’s Disclosure Form” in accordance with the Instructions to Bidders.
2. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
3. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

D.2. PERMITS AND LICENSES:

1. The Contractor shall keep himself fully informed of all local ordinances, State and Federal laws affecting the work herein specified. He shall at all times comply with said ordinances, laws, and regulations, and protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses, and easements for pavement structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

D.3. SUPERINTENDENCE:

1. The Contractor shall have on site a competent superintendent and necessary assistants, all satisfactory to the Engineer. The Contractor shall give efficient supervision to the work, using his best skill and attention. The superintendent shall not be changed, except by consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D.4. RECEPTION OF ENGINEER'S DIRECTION:

1. The superintendent, or other duly authorized representative of the Contractor, shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. Important directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written notice in each case.

D.5. FACILITIES AND SANITATION:

1. The necessary sanitary conveniences, properly secluded from public observation, shall be erected and maintained by the Contractor at all times while workmen are employed on the work, and the use of such sanitary conveniences shall be strictly enforced. Type and location of such conveniences shall be approved by the Engineer. The Contractor shall provide first-aid equipment and other facilities as are or may be required by the laws of the State, County, and City.

D.6. EMPLOYEES:

1. The Contractor shall employ only competent, skillful workmen to do the work; and whenever any person shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the work site immediately upon notification from the Engineer and shall not be employed on the work again, except by consent of the Engineer. The Contractor shall at all times enforce strict discipline and good order among his employees. The Contractor shall comply with all applicable labor rules, wage scales, and regulations, including nondiscriminatory laws, of the Government of the United States, State of Oregon, and City Of Woodburn.

D.7. REQUIREMENTS OF OREGON LAW FOR PUBLIC CONTRACTS:

1. TAXES, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LABOR, AND MATERIALS: The Contractor shall make payment promptly as due to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for herein, and shall pay all contributions or amounts due the State Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Contract, and shall pay to the State Tax Commission all sums withheld from employees pursuant to ORS 316.711 and ORS 316.714, as amended.
 2. PAYMENT OF CLAIMS BY THE OWNER: The Contractor shall permit no lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. In the event the Contractor shall fail, neglect, or refuse to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, whether said services and labor be performed for the Contractor or a sub-contractor, then, in such event, the proper officer or officers representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of his Contract in accordance with the provisions of ORS 279C.600 through 279C.625. The payment of a claim in the manner authorized herein shall not relieve the Contractor or his Surety from his or its obligation with respect to any unpaid claims.
 3. OVER TIME: No person shall be employed more than 8-hours in any one day for 40-hours in any one week, except in cases of necessity, emergencies, or where the public policy absolutely requires it; in such cases, the laborer shall be paid at least time-and-one-half pay for all overtime in excess of 8-hours a day and for work performed on weekends and on legal holidays.
 4. FORFEITURE OF CONTRACT: This Contract may be canceled at the election of the Owner for any willful failure or refusal to faithfully perform the Contract according to its terms in Article J(2) herein.
 5. PAYMENT OF MEDICAL CARE: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care, or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services, and all monies and sums which the Contractor:
 - a. May or shall have deducted from the wages of his employees for such services pursuant to the terms of ORS 655.010, to ORS 665.160, and any Contract entered into pursuant thereto; or
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- b. Collected or deducted from wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

6. PREVAILING WAGE RATES ON PUBLIC WORKS PROJECTS (BOLI):

- a. The Contractor shall comply fully with ORS 279C.800 through ORS 279C.870, and all other State of Oregon and Federal Provisions which provides in part that "the hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed".

Effective January 1, 2006, Oregon law requires that workers on projects funded in whole or in part with federal funds that requires federal (Davis Bacon) prevailing wage rates will be paid the **higher** of either the federal Davis Bacon rates or Oregon Prevailing wage rates (also called "PWR"). **THIS REQUIREMENT APPLIES TO THIS PROJECT**. In addition, the project is also subject to compliance with all Bureau of Labor and Industries (BOLI) requirements. Contractor shall provide proof as requested by City prior to beginning of any of the work that the contractor has filed a public works bond with a corporate surety in the amount of &30,000 with the Construction Contractors Board as required under Oregon PWR law.

Contractor shall pay wages in accordance with the Prevailing Wages Rates for Public Works Contracts in Oregon Subject to BOTH state PWR Law and the Federal Davis-Bacon Act as printed in the latest pamphlet and as amended. Pamphlet may be download at the following website;

http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_db2.shtml

The most recent wage decision under the Davis Bacon Act (General Decision Number OR130001 04/12/2013) is attached to this Contract Documents.

- b. The Contractor or his surety and every Subcontractor or his surety shall submit certified payroll covering work accomplished during the pay period. No payment(s) will be made by the City of Woodburn unless certified payroll forms are received.
- c. There is no representation on the part of the Owner that labor can be obtained at the hourly rates bound with the Construction Documents. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract price shall be allowed or authorized on account of the payment of wage in excess of those listed.
- d. Contracts in the amount of less then \$50,000.00 are not subject to BOLI Prevailing wage rates. They are subject to Oregon Minimum Wage rates, latest revision.

D.8. SAFETY PRECAUTIONS:

- 1. The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with 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. The Contractor shall, without further order, provide and maintain at all times during the progress or temporary suspension of work, suitable barricades, fences, signs, signal lights, and flagmen as are necessary or required to ensure the safety of the public and those engaged in the work. The work is to be so conducted that no liability will accrue under the Employer's Liability Act of the State of Oregon.

D.9. PROTECTION OF PROPERTY:

1. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property and the public and private property of others from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and in the Contract Documents.
2. Structures, facilities or other property damaged due to work by the Contractor on this contract shall be replaced or repaired, to like new condition, to the satisfaction of the Engineer and at no additional cost to the Owner.
3. 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 Engineer, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement or arbitration.

D.10. MATERIALS AND APPLIANCES:

1. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.
2. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same as requested by the Engineer. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

D.11. ACCESS FOR INSPECTION:

1. The Engineer and his representatives and authorized representatives of State and Federal agencies shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access routes.
2. If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of the date fixed for such inspection. Inspections by the Engineer will be promptly made, and where practical at the source of supply. If any

work should be covered without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

3. Examination of concealed work may be ordered by the Engineer, and if so ordered, the Contractor shall uncover the work. If such work is found not in accordance with the Contract Documents, the Contractor shall correct the defective work at no additional cost to the Owner.

D.12. ROYALTIES AND PATENTS:

1. The Contractor shall pay for royalty and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer or the Owner.

D.13. SUBMITTALS AND WORKING DRAWINGS:

1. The Contractor shall (at his expense) submit three (3) full and bound sets of submittals. Submittals shall be shop or working drawings and/or catalog cuts of fabricated and manufactured items (including mechanical and electrical equipment), and materials required for the construction. After review, one full set will be retained by the Engineer and one returned to the Contractor. Individual submittals marked for resubmission can be transmitted individually but shall be submitted in a set of three (3) and will likewise be distributed.
2. Submittal material shall be presented in sufficient time to allow the Engineer not less than ten business days for examination and review of the submittals. No material, equipment and/or components shall be purchased, delivered or installed on the work until the Engineer has approved the submittal.
3. Submittals shall be accurate, distinct and complete, and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the Plans and Specifications. If a brochure is used for submittal the Contractor shall clearly mark or highlight the intended item and include size, color, type to include all options available.
4. Submittals shall come to the Engineer through the Contractor only (not through his subcontractors or suppliers). The Contractor shall be responsible for reviewing submittals for content and clarity.
5. Incomplete or unchecked shop drawings will not be accepted, and shop drawings which, in the opinion of the Engineer, clearly indicate that they have not been checked by the Contractor will be considered as failing to comply with the intent of the Contract Documents and will be returned to the Contractor for resubmission in the proper form.
6. The approval of submittals by the Engineer shall not relieve the Contractor from responsibility for correctness of dimensions, fabrication details and space requirements unless the Contractor has called attention to such deviations, in writing, and the Engineer approves the change or deviations in writing.
7. When the Contractor calls deviations to the attention of the Engineer, the Contractor shall state in writing whether he claims a deduction or extra cost adjustment relating to the deviation(s).
8. Refer to Appendix A for a checklist of submittals required. Submittals for this specific project are shown highlighted or checked in the Appendix. This check list is intended to make submission and tracking easier. It is not necessarily a complete list. The Engineer may require submittals on additional items not on the list.

ARTICLE – E
PROGRESS OF THE WORK.

E.1. PRECONSTRUCTION CONFERENCE:

1. When the Bid has been approved by the City Council and the Contract is signed by all parties, a preconstruction conference will be scheduled. The conference time will be made convenient to both the Engineer and the Contractor. The conference will take place at City Hall Annex (Public Works Building, 190 Garfield Street).
2. Contractor shall turn in any outstanding schedules, bonds, or other submittals required by the contract documents, at the time and place of the preconstruction conference or prior to that time.
3. The “Notice to Proceed” will be mailed to the contractor after discussion of schedule at the preconstruction conference and after the requirements cited in paragraph two, above, have been met.
4. It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are of the essence in this Contract.

E.2. PROSECUTION OF THE WORK:

1. The work shall be prosecuted at such time and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents and the approved construction schedule. It is expressly understood and mutually agreed between all parties to the Contract that the Engineer shall not determine or be responsible for construction methods.
2. The Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work will be in conformance with the Contract Documents within the Contract time.
3. If the Contractor desires to carry on work at night or outside the regular hours, he may submit application to the Engineer; but he shall allow ample time to enable satisfactory arrangements to be made for inspecting the work in progress. If granted permission, he shall provide light for the different parts of the work in a manner satisfactory to the Engineer and shall comply with all regulations of the City and State or other public body having jurisdiction.

E.3. SCHEDULES AND PROGRESS REPORTS:

1. Contractor shall furnish the Engineer schedules of expected progress of work under the Contract, showing approximately the dates on which each part or division of the work is expected to begin and finish. The progress schedules shall be submitted regularly and shall cover a time period satisfactory to the Engineer. The Contractor shall also forward to the Engineer, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract in the shops and in the field, stating the existing status, rate of progress, estimated time of completion, and cause of delay, if any.

E.4. ASSIGNMENT:

1. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other; nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Owner.

E.5. OWNER'S RIGHT TO DO WORK:

1. If the Contractor should, in the opinion of the Engineer, neglect to prosecute the work properly or should neglect or refuse at his own cost to take up and replace work as shall have been rejected by the Engineer, then the Owner shall notify the Surety Company of the condition and after ten (10) days written notice to the Contractor and the Surety Company, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the Owner may have under this Contract, take over that portion of the work which has been improperly executed and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

E.6. STAKING OUT OF WORK:

1. Engineer will set baseline and/or benchmark(s) for the construction of the improvements, wherever necessary in accordance with Article C(7). The Engineer will not be responsible for any elevation given other than those indicated herein.
2. The Contractor shall use more than one grade stake at all times to minimize any survey or layout errors.
3. The Contractor shall give the Engineer 72-hours notice of the time and place where baselines and/or a benchmark(s) will be needed. All stakes, marks, etc., shall be carefully preserved by the Contractor, and in cases of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced by the Engineer at the Contractor's expense.

E.7. PROCESS CONTROL:

1. It is the intention of these Contract Documents that the progress of work shall precede in a systematic manner so that a minimum of inconvenience will result to the public in the course of construction. It is, therefore, necessary that the Contractor confine his operations to as small a length of work area per crew as is feasible.
2. Cleanup of all construction debris, excess excavation, excess materials, and complete restoration of all fences, mailboxes, ditches, culverts, signposts, and similar items shall be completed immediately following the completion of the project or any portion of the project.
3. All excavated materials shall be removed from grassed and planted areas, and these surfaces shall be left in a condition equivalent to their original condition and free from all rocks, gravel, boulders, or other foreign material.
4. It is the intent of these Contract Documents that the Contractor shall provide all labor and equipment necessary to grade and maintain in a reasonable condition all streets and roadways, on which construction has been accomplished until final acceptance of the entire project by the City.

E.8. EXISTING STRUCTURES AND UTILITIES:

1. The Contractor shall exercise all possible caution to prevent damage to existing structures and utilities whether above or underground. An attempt has been made to show these structures and utilities on the Plans. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented simply as a guide to possible difficulties. The Contractor shall notify all utility offices concerned at least 48 hours in advance of construction operations in which a utility's facilities may be involved. This shall include but not be limited to water, telephone, electric, gas, and television services. Mailboxes, if damaged during construction, shall be replaced at Contractors expense. Mail deliveries shall continue during construction as scheduled by U.S. Mail.
2. It shall be the responsibility of the Contractor to locate and expose all existing structures and utilities in advance of excavation. Any structures or utilities damaged by the work shall be repaired or replaced in a condition equal to or better than the conditions prior to the damage. Such repair or replacement shall be accomplished at the Contractor's expense without additional compensation from the City. The Contractor shall notify the City of any damaged underground structure or utility, and repairs or replacements shall be made before backfilling takes place.
3. If interfering power poles, telephone poles, guy wires, or anchors are encountered, the Contractor shall notify the Engineer at least seven (7) days in advance of construction to permit arrangements with the utility company for protection or relocation of the structure.
4. If the Contractor encounters existing structures which will prevent the construction of any portion of the project and which are not properly shown on the Plans, he shall notify the Engineer before continuing with the construction, in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. The cost of waiting or "down" time during such field revisions shall be borne by the Contractor without additional cost to the City. If the Contractor shall fail to so notify the Engineer when an existing structure is encountered, but shall proceed with the construction despite this interference, he shall do so at his own risk. In particular, when the location of the new construction, as shown on the Plans, prohibits the restoration of existing structures to their original conditions, the Contractor shall notify the Engineer so that field relocation may be made to avoid the conflict.
5. **ATTENTION: Oregon law requires the Contractor 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 the rules by calling the center at 503.232.1987. Reference ORS 757.542.**

E.9. RELOCATIONS:

1. During the progress of construction, it is expected that minor relocations may be necessary. Such relocations shall be made only by direction from the Engineer. Unforeseen obstructions encountered as a result of such relocations will not be subject for claims for additional compensation by the Contractor to any greater extent than would have been the case had obstruction been encountered along the original location.

E.10. PUBLIC SAFETY AND CONVIENENCE:

1. The Contractor shall comply with all rules and regulations of the City and State authorities regarding the closing of public streets or highways to the use of public traffic. No public road shall be closed by the Contractor, except by express permission of the Engineer and in accordance with City Ordinance. Traffic must be kept open on those roads and streets where no detour is possible. The Contractor shall, at all times, conduct his work so as to assure the least possible obstruction to traffic and normal commercial pursuits. All obstructions within traveled roadways shall be delineated by approved signs, barricades and lights where necessary or ordered by the Engineer for the safety of the traveling public. The convenience of the general public and residents along the project worksite, and the protection of persons and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner.
2. The Contractor shall use every reasonable precaution to safeguard the persons and property of the traveling public. Failure of the Engineer to notify the Contractor to maintain barricades, barriers, lights, flares, danger signals, or watchmen shall not relieve the Contractor from his responsibility. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably distributed across the roadway and kept burning sunset to sunrise. Barricades shall conform to the latest revision of MUTCD and as amended by the Oregon supplement.
3. Whenever the Contractor's operations create hazardous condition, he shall furnish flaggers and guards as necessary or as ordered by the Engineer to give adequate warning to the public of any dangerous conditions to be encountered. He shall furnish, erect and maintain approved fences, barricades, lights, signs, and any other devices that may be necessary to prevent accidents and to avoid damage and injury to the public. Flagmen and guards, while on duty and assigned to give warning to the public, shall be equipped with approved red wearing apparel and a red flag which shall be kept clean and in good repair. Signs, flags, lights, and other warning and safety devices shall meet the requirements of the current ODOT safety manual.
4. The Contractor will be required to confine construction operations within the dedicated rights-of-way for public thoroughfares unless he has made special arrangements with the affected property owners in advance. The Contractor will be required to protect stored materials, cultivated trees and crops, and other items located adjacent to the construction. Property owners affected by the construction shall be notified, in writing, by the Contractor at least 48-hours in advance of the time construction begins.
5. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding eight (8) hours, unless the Contractor has made special arrangements with the affected persons.
6. Before commencing any work, the Contractor shall provide the city the name(s) and telephone number(s) of person(s) responsible for correcting hazardous conditions during off work hours. In the event that the person(s) are not available or when notified do not satisfactorily correct the hazardous condition, the city may correct the hazardous condition and deduct from the Contractor's pay direct costs incurred, plus a 15% administration fee.

E.11. DELAYS AND EXTENSION OF TIME:

1. If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner or the Engineer, or of any employee of either; or by any separate contractor employed by the Owner; or by changes ordered in the work; or by strikes, lockouts, fire, unusual delays in transportation, unavoidable casualties or any causes beyond the Contractor's control which justified the delay; or by delay authorized in writing by the Engineer, then the date for completion of the work shall be extended. Within a reasonable period after the Contractor submits to the Engineer a written request for an extension of time, the Engineer will present his written recommendations to the Owner stating his opinions on whether or not the delay justified an extension of time; and, if so, the number of days extension due the Contractor. The Owner will make the final decision on all requests for extensions of time.
2. No such extensions shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the Engineer. In the case of a continuing cause of delay, only one claim is necessary.
3. This section does not exclude the recovery of damages for delay by either party under other provisions in these Contract Documents.

E.12. OTHER CONTRACTS:

1. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
2. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for proper execution. His failure to so inspect and report shall constitute an acceptance of the work, except as to defects that may develop in the other Contractor's work after execution of his work.

E.13. USE OF PREMISES:

1. The Contractor shall confine his equipment, the storage of materials, and the operation of his workmen to limits shown on the Plans and indicated by law, ordinances, permits, or directions of the Engineer and shall not unreasonably encumber the premises with his materials. The Contractor shall provide, at his own expense, the necessary rights-of-way and access to the work that may be required outside the limits of the Owner's property.
2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

E.14. USE OF COMPLETED PORTIONS:

1. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but such taking possession and use shall not be deemed as acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of the work, or delays the completion of the work, the Contractor shall be entitled to extra compensation or an extension of

time, or both. Should such condition or conditions prevail, the Contractor shall submit his claim for additional compensation or extension of time, in writing, to the Engineer. The Engineer will review the claim and present his recommendations to the Owner in writing. The Owner will make the final decision on the claim.

E.15. CUTTING, PATCHING AND OPEN OR EXPOSED WORK:

1. The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied from the Plans. Any defective work or material performed or furnished by the Contractor that may be discovered by the Engineer shall be removed and replaced or patched, as the Engineer may direct, at the expense of the Contractor.
2. All underground work in the right of way shall be covered over on a daily basis for protection of persons and property. **Underground work in the area of paved surfaces shall be covered by steel plates, capable of supporting traffic loads, with hot or cold mix along all edges** to provide a non-abrupt edge or be backfilled with specified material and have hot or cold mix asphalt pavement placed for a temporary wearing surface overnight. Steel plates shall be maintained and shall not remain over 48-hours without written permission from the Engineer.

E.16. CLEANING UP:

1. The Contractor shall, at all times, at his own expense, and without further order, keep property on which work is in progress free from accumulations of waste material and rubbish caused by employees or by the work, and at all times during the construction period shall maintain structure sites, rights-of-way, adjacent property, and the surfaces of streets and roads on which work is being done in a safe condition for the Contractor's workers and the public and until the project has been signed off as complete. Reference Article E (10)(.1) and (.2).

E.17. SUBSTITUTION OF EQUAL OR ALTERNATE EQUIPMENT AND MATERIALS:

1. Where items of equipment and materials are specified by the name of a manufacturer for the purpose of establishing a standard of quality and acceptable experience, the Contractor shall base his bid upon the equipment and materials being supplied by the named manufacturer as meeting the specified requirements and experience qualifications.
2. Substitution of equipment and materials of makes other than those named in the specifications will be considered only if the equipment or materials proposed for substitution is equal or superior in construction and/or efficiency to that named in the specifications.
3. Requests for substitution must be accompanied by documentary proof of the difference in cost to the Contractor in the form of certified copies of the equipment or materials company's quotations covering the specified equipment or materials and also the equipment or materials proposed for substitution or other proof satisfactory to the Owner and Engineer. It is the intention that the Owner shall receive the full benefit of the saving in cost involved in any substitution as a reduction in the contract price. In all cases the burden of proof that the equipment or materials offered for substitution is equal or superior in construction and/or efficiency to that named in the specifications shall rest on the Contractor.

E.18. TESTING:

1. Testing of materials utilized in construction and required in the technical specifications shall be accomplished by a certified lab or testing company to the minimum requirements as specified.
2. The city shall conduct testing at its discretion. The city shall oversee, direct and evaluate test results for compliance to the specifications. Re-testing required due to failing test will be borne by the Contractor, including all fees and expenses.

E.19. HOURS OF WORK:

1. Construction work and activity shall be limited to Monday through Friday from 7:00 AM to 7:00 PM, excluding legal holidays as defined in Article A(9)(3).
2. It may be permissible to accomplish work, outside the established weekdays, if requests are submitted by the Contractor and approved by the Engineer in advance. Work hours will remain limited to 7:00 AM to 7:00 PM daily.
3. Work outside of the established time limits that require overtime rates for inspection, surveying, testing and/or other outside professional services shall be reimbursed to the City by the Contractor at overtime billing rates unless negotiated otherwise between the Engineer and the Contractor.
4. Contractor shall request permission for overtime work at least 48-hours in advance of day and time for the expected work to take place.

ARTICLE – F
CHANGES IN WORK

F.1. UNFORESEEN DIFFICULTIES:

1. The Contractor shall protect his work and materials from damage due to the nature of work, the elements, carelessness of other contractors, vandalism or from any cause what-so-ever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.
2. If differing site conditions are encountered and Contractor has notified Engineer in writing, the following procedure shall apply:
 - a. Engineer shall promptly investigate the conditions. If he finds that conditions are as described in the Contractor's written notice, and that those differing conditions would cause a substantial change in the Contractor's cost or time to complete the work, the Engineer shall recommend an appropriate adjustment to either the Contract price, the time for completion, or both. The Owner shall make final determination of any adjustments to price or time. The Engineer's recommendation shall not be binding on the Owner.
 - b. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required herein: provided, however, the time prescribed for notification may be extended by the Engineer.
 - c. No claim by the Contractor for an adjustment to the Contract shall be allowed if asserted after payment for the affected work has been made.
 - d. The Contractor shall not be relieved from his obligation to resume construction operations on the site pending a decision on the validity of any claim, or pending the execution of a negotiated agreement to cover additional cost recognized under the provisions of this Section, unless permitted otherwise by the Engineer.
 - e. If an agreement cannot be reached under this Subsection, the Contractor may proceed with a claim under Subsection 3.3.
 - f. If the Contractor proceeds with his performance without following the requirements herein it shall constitute acceptance by the Contractor of the condition encountered and shall waive any right for a subsequent modification to the Contract.

F.2. EXTRA WORK:

1. GENERAL: Extra work is any form or amount of work not specifically detailed in the Documents or is beyond the quantities identified in the Proposal. Extra work is one of two types; work which is of the nature that is in the Contract and work that is not in the scope of the Contract. Upon written order (Extra Work Directive) from the Engineer the Contractor shall perform extra work. If that work is in the nature of the Contract it shall be conducted and paid at established unit prices per the Contract. If it is not in the scope of the Contract it shall be carried out at prices agreed upon between the parties

of the Contract. If prices cannot be agreed upon the extra work shall be paid for as force account work.

2. **FORCE ACCOUNT BASIS:** Contractor shall provide an itemized, estimated cost of the related work. Included shall be unit costs for all labor, equipment, materials and special services for the work and any by subcontractors that are expected to accomplish force account work. All itemized costs must be agreed to in writing prior to beginning of the work.
- a. Records shall be maintained in a manner as to provide a clear distinction between direct cost of extra work and costs of other operations performed in connection with the Contract.
 - b. Furnish to the Engineer signed daily reports of extra work to be paid for on a force account basis. Itemize materials used and set forth, the direct cost of labor and charges for equipment rental, whether furnished by Contractor, or Subcontractor. Provide names, identifications, and classifications of workers, the hourly rate of pay and hours worked, and the size, type, and identification number of equipment and hours of equipment operation.
 - c. Substantiate material charges by vendors' invoices, submit such invoices with the reports; or, if not available, submit with subsequent reports. In the event said vendors' invoices are not submitted within 15 days after acceptance of the work, Owner reserves the right to establish the cost of such materials at the lowest current price at which said materials are available in the quantities concerned, delivered to the location of the work.
 - d. Contractor shall submit in the form of a request for a change order his request for payment of all force account work upon completion of the work and shall further include all back up data requested by the engineer.
 - e. When force account work is ordered by the Engineer, it will be paid for in the following manner;

LABOR - All labor, including foremen, equipment operators, laborers and all specialists will be paid two (2) times labor rate as listed in the BOLI schedule provided herein for the class of labor used in Forced Account work. This rate shall be full compensation for wages, fringe, benefits, insurance, taxes, and subsistence.

MATERIALS - For all materials actually used in the work, in accordance with the instructions of the Engineer, except such as are to be furnished and paid for under rental rates applicable in connection with the use of equipment as hereinafter provided. The Contractor shall be paid the actual cost thereof to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, including transportation costs to the job site; subject to the following conditions: If a cash or trade discount is offered or is available to the purchaser, it shall be credited to the Owner notwithstanding the fact that such discount may not have been taken. If materials are procured other than by direct purchase form and direct billing by the supplier, the cost thereof shall be deemed to be the price paid to the actual supplier, less discounts, as determined by the Engineer. No markup other than actual handling costs will be permitted. If materials are obtained from a supply or source wholly or partly owned by the purchaser, the cost thereof shall not exceed the price paid by the purchaser for similar

materials furnished from the same source on Contract items, or the current wholesale price for such materials delivered to the job site, whichever is lower. If the cost of materials is determined by the Engineer to be excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned, delivered at the job site, less any discounts offered or available.

EQUIPMENT - For the use of equipment, the Contractor will be paid in accordance with the lowest available rental rates in the City of Woodburn, OR with the additional percentage allowances as listed herein. A current copy of the official published document covering rental equipment is on file at each Region Office of ODOT and is also on file at pertinent area offices of the Associated General Contractors of America. Copies of the current publication may be obtained on request from the Oregon Department of Transportation, State Highway Building, Salem, Oregon 97310. Hand tools and appliances with a market value of \$1,000.00 or less shall not be reimbursable and shall be considered incidental to the work.

SPECIAL SERVICE - Under agreement by the Engineer and Contractor, it may be determined that a certain item or service under force account work cannot be satisfactorily performed by the forces of the Contractor nor his Subcontractors in which case such item or service may be performed by specialist. Invoices for such item or service on the basis of the current market price thereof may be accepted without complete itemization of labor, material, and equipment cost when such itemization is impracticable or not customary under the circumstances. Where the force account work necessitates fabrication or machining work by the Contractor away from the job site, charges for such work may, by agreement, be accepted as a specialist billing. The specialist(s) invoices shall credit for cash or trade discounts offered or available the same as applies to other force account work but shall not include percentage or other markup to cover the Contractor's overhead charge or profit.

PERCENTAGE ALLOWANCES - To the actual costs enumerated and limited above, amounts equal to a percentage of such costs will be allowed and paid to the Contractor. These percentages will be as follows;

Under Labor	2 times BOLI PWR per Hr.
Under Materials.	15 percent
Under Equipment.	15 percent
Under Special Services.	15 percent

The percentage allowances made to the Contractor in accordance with the terms outlined above will be understood to be reimbursement and compensation for all superintendence, use of tools and small equipment, overhead expense, bond cost, insurance premiums, profits, indirect costs and losses of all kinds, and all other items of cost not specifically designated herein as items for which involved are furnished or incurred by the Contractor, by the Subcontractor or by other forces. No other reimbursement, compensation, or payment will be made for any such services, costs, or other items.

Should the Contractor make any percentage allowance or other corresponding allowance to a Subcontractor or to others, in connection with Force Account work, such allowances shall be at the sole expense of the Contractor and the Contractor will not be reimbursed or otherwise compensated for the same by the

Owner.

F.3. DISPUTED WORK:

1. If the Contractor considers any work demanded of him to be outside the scope of the Contract or considers any ruling by the Engineer to be contrary to the meaning of the Contract, the Contractor shall, nevertheless, proceed without delay to perform the work as directed, without affecting his right to claim compensation for any Extra Work or expense in the event the Engineer's direction is found to be erroneous; provided such right shall be contingent upon the Contractor's adherence to the procedure herein referenced.
2. In the event that Contractor has followed procedure as outlined and believes the decisions and/or requirements of the Engineer to be beyond the scope of work and/or erroneous, Contractor shall make a written appeal to the Director of Public Works, City of Woodburn, OR as prescribed herein.
3. The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized in sufficient detail to permit an analysis of all material, labor, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed.
4. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the Proposal included a time extension, a written justification shall also be furnished. The Proposal, together with the price breakdown and time extension justification, shall be furnished within five working days, of the Engineer's ruling, to the Director of Public Works, City of Woodburn, OR.

F.4. AS-BUILT PLANS:

1. The Contractor shall maintain a current set of As-Built plans showing all field construction changes that deviate from the plans and documents. Progress and final payments may be withheld until a current set of As-Built plans are up to date or completed. As-Built plans shall be the property of the city upon completion of the project.

ARTICLE – G
BIDDING, AWARD, PAYMENTS AND CLOSEOUT

G.1. BID PROCESS:

2. Basis for obtaining Documents, preparation, prequalification, submission of Bids as well as reception and opening of Bids shall be as specified in the Instructions to Bidders contained herein.
2. The Bid Bond shall be executed as specified in these General Conditions per Article I(4).

G.2. BID AWARD:

1. The Contract Review Board (CRB) operates as the final authority for the Owner in all matters of Public Works Contracts. The CRB, under the OAR Model Rules can approve sole sourcing, approve, award, reject any and all bids or portions thereof on proposals offered.
 2. Bid award shall be made, by the Owner, to the bidder submitting the lowest acceptable proposal.
 3. In determining the lowest acceptable bid, the Owner may take into account, among other factors, the following;
 - a. Bid prices including discounts
 - b. The time of completion or delivery proposed between otherwise equal bids.
 - c. The relative merits and performance of any item specifically proposed by a bidder.
 - d. Any variation in maintenance and warranty period specifically proposed by the bidder in excess of the minimums specified.
 - e. The realistic balance of prices in the proposal for various units of work.
 - f. The experience, qualifications and ability of a bidder to perform the work.
 4. The Owner reserves the right to waive informalities or irregularities in a proposal. Determination of the lowest acceptable bidder and award may be subject to review and determination by the Contract Review Board as to legal sufficiency of any proposal submitted.
 5. Award of the Contract or rejection of all bids or portions thereof will be made by the Owner within 45-days. The Bidder will be notified in a written Notice of Award mailed to the address supplied in the proposal.
 6. The Bidder who is awarded the Contract shall within ten workdays from the dated Notice of Award deliver to the Owner a fully signed Agreement along with required insurance certificates, a performance bond and a labor & materials bond. The Owner will execute and return a signed agreement contract with ten workdays of receipt of the package.
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7. Failure on the part of the Bidder to execute the Contract in accordance with these directions will be just cause for cancellation of the award and forfeiture of the bid bond. The forfeited bond shall become the property of the Owner as liquidation of damages sustained by the breach of the Contract by the Bidder. The Owner then may award the Contract to the next lowest acceptable Bidder, re-advertise the work, or take such other course of action the Owner deems expedient.
 8. After Items one (1) through seven (7), above, have been completed and approved by the Owner the Engineer will issue a Notice to Proceed to the Contractor. Date of the Notice to proceed will begin the time limits for which the construction is to be completed. No work shall begin on the project sight until Notice to Proceed has been received by the Contractor.

G.3. MEASUREMENTS:

1. GENERAL: Measurements will be in accordance with the system of weights and measures recognized by the United States Bureau of Standards. Methods of measurement and computation of quantities will conform to generally recognized engineering and construction practices. Computer generated or electronic digital measuring computing devices may be employed.
 2. LINEAR: Measurement of pay lengths will be by the linear foot, measured along the line and grade of the item as actually placed and accepted as well as by the cross section. Quantities will be tabulated to the nearest 0.1-foot.
 3. AREA: Areas will be measured on the surface of the item and may be expressed in square feet, square yards or acres as is appropriate for the particular item. Quantities will be tabulated to the nearest 0.1-SF, SY, or AC.
 4. VOLUME: Volume of earthwork, particularly excavation and embankment will be computed by the average end area method or by other means of equivalent accuracy. Volumes of aggregate and concrete will be measured off neat lines as shown on plans or as changed by order of the engineer. Haul tickets in terms of volumetric measurement may be approved prior to delivery by the Engineer at his discretion. Quantities will be tabulated to the nearest 0.1-cubic yard.
 5. WEIGHT: Measurement for materials on a weight basis shall be determined by weighing the material on certified weigh scales. The scales shall be licensed by the Oregon Department of Agriculture. The Contractor shall be responsible for maintaining the scales in accurate condition and be able to provide a current certification if requested by the Engineer. The Contractor shall provide a new certification, at his cost, to the Engineer if a question of accuracy develops. Quantities will be tabulated to the nearest 0.1-pound or ton.
 6. LUMP SUM: Lump sum means the work described is to be done, complete and accepted without further measurement. Lump sum will be in effect without further measurement unless changes are ordered in writing by the Engineer. The estimated quantities of the work to be performed may be listed in the Contract Documents to provide a basis for adjustment of payment in the event changes in the work are ordered by the Engineer. These estimated quantities are to be considered as approximate and no guarantee is made the computations based on the details and dimensions show on the plans will equal the estimated quantities. If no changes are made to the work, no allowance will be made in the event the quantities based on the Contractor's computations overrun or under run the estimated quantities.
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G.4 PAYMENT FOR WORK:

1. **GENERAL:** In consideration of the faithful performance of all the covenants, stipulations, and agreements in this Contract to be kept and performed by the Contractor, the Owner covenants and agrees to pay the Contractor the amount bid, as adjusted when so stipulated, in the Contractor's Proposal, on the basis of the unit prices named in the Contractor's Proposal for the work actually performed as determined by the final estimate of the Engineer, together with any amounts due for change orders and extra work not classified under the items listed in the Contractor's Proposal as provided in Article F(2) of these General Conditions; less any deduction for failure to complete the work within the time specified; and less any deductions for claims and damages paid by the Owner due to actions or omissions of the Contractor and for which he is liable under this Contract.
2. **PROGRESS PAYMENTS:** So long as the work herein contracted for is prosecuted in accordance with the provisions of this Contract, the Engineer will, on the last two (2) days of each calendar month, make an approximate estimate of the proportionate value of the work done and of material furnished or delivered upon the Owner's property at the worksite up to that date. If the Contract price is determined on a unit price basis, this progress payment will be made on the basis of these unit prices for all work completed to date. If the Contract price is determined on a lump sum basis, this payment will be made on the basis of the percentage of the completed work to date. The amount of said estimate, after deducting five percent (5%) retainage and all previous payments, shall be due and payable to the Contractor not more than fifteen (15) days after the last day of said month. The five percent (5%) deducted, as above set forth, shall be withheld by the Owner to insure faithful completion of the work under the terms of the Contract Documents and to provide a fund for the payment of any claims that may accrue against the Owner due to any act or omission on the Contractor.
 - a. All estimated quantities of work for progress payments that have been made are subject to review and correction on the final estimate.
 - b. Progress payments, based on periodic estimates for quantities of work performed shall not, in any way, constitute acceptance of that work.
 - c. Furthermore, no payment will be made to the Contractor until he files with the Owner the signed Wage Certification Form certifying that he has paid not less than the prevailing rate of wages as required by ORS 279.354.
3. **RETAINAGE:** The amount to be retained will equal five (5) percent of the value of the completed work on the date the engineer makes a review for a progress payment. In accordance with the provisions of ORS 279C.550 through 279C.570, upon written request by the Contractor, the Owner will deposit the amounts withheld as retainage in an interest bearing account in a bank, savings bank, trust company, or savings association for the benefit of the Owner. Interest shall accrue to the Contractor. If the Owner incurs additional costs as a result of the exercise of any of the options for retainage, the Owner may recover such costs from the contractor by reduction of the final payment. As the work progresses, the Owner shall, upon written request, inform the Contractor of all accrued costs to date.
4. **ADVANCES ON MATERIALS:** Monthly progress payments may include compensation for materials received on the site during the pay period but not incorporated in the work, providing they are properly stored and protected and the Contractor submits to the

Engineer, in writing, seven (7) days prior to the end of each pay period, a list, with costs supported by invoices from suppliers for such materials on the job for which the Contractor feels credit is due. Payments for material delivered to the site and not incorporated in the work during the pay period shall be understood to be advance payments for the Contractor's convenience. Final payment will be made only for materials actually incorporated in the work. Upon acceptance of the work, all materials stored on the site for which advance payments have been made, unless otherwise agreed upon in writing, shall revert to the Contractor and all remaining advance payments on materials shall be deducted from the final payment for the work. Advance payments by the Owner for materials on the site, but not incorporated in the work, shall not be considered as acceptance by the Owner and shall not relieve the Contractor from his responsibilities.

5. DEFERMENT OF PAYMENTS: In the event a complaint or charge of unlawful employment practices pursuant to the provisions of ORS 659 or claim of unpaid labor and or materials has been filed under ORS 279.526 and 279.528 with the Commissioner of Labor and the Commissioner issues a cease and desist order, no further payments will be made until all the provisions of the cease and desist order have been complied with by the Contractor.
6. FINAL PAYMENT: Upon completion of the work, the Contractor shall notify the Engineer in writing that he has completed his part of the Contract and shall request final payment. When the work has been completed to the satisfaction of the Engineer, he shall submit a certificate of acceptance of the completed work, together with a final estimate of the amount due the Contractor under this Contract, less any amount to be withheld by the Owner to ensure guarantees as may be stipulated. Upon approval of this final estimate by the Owner, and when applicable, the receipt by the Owner of the signed affidavit or release required under Article G(7) of these General Conditions, the Owner shall pay to the Contractor all monies remaining due him under the provisions of these Contract Documents. Furthermore, final payment will not be made to the Contractor until he files with the Owner the signed Wage Certification Form certifying that he has paid not less than the prevailing rate of wages as required by ORS 279.354, and also has submitted the required Maintenance Bond as specified in the Instructions to Bidders and As-Built plans (Article F3).

G.5. LIQUIDATED DAMAGES:

1. Should the Contractor fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for every day that the Contract remains uncompleted after the date of completion given in the Contract. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate stipulated in the Contract. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner on account of expense due to the employment of engineers, inspectors, and other employees after the expiration of the time for completion, and an account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor; and the Owner is authorized to deduct the amount of such damages from any monies due the Contractor for work performed or material furnished under this Contract; and the Contractor and his sureties shall be liable for any excess.

2. Because the Owner finds it impractical to calculate the actual cost of delays, it has adopted the following formula to calculate liquidated damages for failure to complete the physical work of a contract on time.

LIQUIDATED DAMAGES FORMULA

$$LD = \frac{0.15 C}{T}$$

Where: LD = Liquidated Damages per calendar day
(rounded to nearest \$)

C = Original Contract Bid Amount

T = Original No. Days for completion

3. In no case shall be the daily, liquidated damage amount to less then \$150 per calendar day.

G.6. CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE:

1. All work, including the design of mechanical and electrical components of equipment and/or design of packaged control systems, which are furnished as a component of equipment, shall be guaranteed for a period of one (1) year against defects in materials and workmanship. The Contractor hereby agrees to make, at his own expense, any repairs or replacement necessitated by defects in materials or workmanship supplied by him that become evident within one (1) year after the date of the written notice from the Engineer recommending final acceptance of the entire project, or entire schedule, by the Owner. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work, and the Contractor and his surety shall be liable for the cost thereof.

G.7. RELEASE OF LIENS:

1. Neither the final payment nor any part of the retained percentage shall become due until the Contractor submits to the Owner a signed affidavit, satisfactory to the Owner stating that so far as he (the Contractor) has knowledge or information, all accounts for materials, labor, and incidentals in connection with the work have been paid in full. The form of affidavit shall be satisfactory to the Owner. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney and/or administrative fees.

G.8. PROJECT CLOSEOUT SEQUENCE:

1. CONTRACTOR'S NOTIFICATION: When the Contractor determines he is substantially complete with the construction of the project and has cleaned the site of all debris he shall notify the Engineer in writing to that effect and request a Final Inspection.
2. FINAL INSPECTION: Upon receipt of the Contractor's notification of completion the Engineer will schedule with the Contractor a date and time to look over the whole site including any start-up testing required. The Engineer will give a written punch list of items to be replaced, fixed and or attended before final payment will be authorized.
3. CERTIFICATION OF COMPLETION: Once punch list items have been completed the Contractor shall file with the Engineer a certification of completion letter which will include a final pay request spreadsheet, a one year maintenance bond, a release of liens affidavit and any outstanding wage certifications.
4. ACCPETANCE OF THE PROJECT: When the Engineer approves the final pay request including retainage, the project will be deemed complete. At that point the Engineer will inform the Contractor in writing.

G.9. GUARANTEE:

1. The Contractor shall guarantee all products, materials, workmanship, labor and appurtenances included in the construction of the facilities are as designed in the original documents and as modified by all change orders incorporated in the Contract. The guarantee shall extend for a period of one-year measured from the date of the letter of final acceptance outlined in Article G(8)(4).

ARTICLE – H
MISCELLANEOUS PROVISIONS

H.1. TEMPORARY WATER:

1. The Contractor shall make his own arrangements for obtaining water under pressure for the construction and pay all costs. Temporary facilities shall be removed at the completion of the work.

H.2. TEMPORARY ELECTRIC POWER:

1. The Contractor shall make his own arrangements for obtaining temporary electric power during the construction period. He shall pay all costs for the same and remove all temporary wiring and facilities at the completion of the job.

H.3. SUBSURFACE CONDITIONS:

1. Information, which may be available from the Engineer regarding subsurface conditions and groundwater elevations, is offered as supplementary information only. Neither the Engineer nor the Owner assumes any responsibility for the accuracy, completeness, or interpretation of such supplementary information. **Determination of the actual subsurface conditions is the responsibility of the Contractor as is stated in Article B.4. herein.**
2. Logs of test holes, test pits, soils reports, groundwater levels, and other supplementary subsurface information are offered as available information of underlying materials and conditions at the locations actually tested.

H.4. PROTECTION OF THE ENVIRONMENT:

1. GENERAL: Any unforeseen work relating to the prevention of environmental pollution or the preservation of natural resources shall be considered extra work.
 2. WATER: The contractor shall conduct the work in accordance with local laws and ordinances, with the applicable sections of ORS 468B with all regulations of the Department of Environmental Quality and other agencies of the state, and with all laws and regulations of the Federal government. All practicable means shall be exercised to prevent, control and abate the pollution of waters.
 3. AIR: The contractor shall exercise every reasonable precaution throughout the life of the contract to safeguard the air resources of the state by controlling or abating air pollution in accord with the policy and purpose set forth in ORS 468A.
 4. DUST CONTROL: The contractor shall abate dust nuisance by cleaning up, sweeping, sprinkling with water, or other means as necessary to accomplish the suppression of dust.
 - a. In residential, commercial and/or industrial work areas the contractor shall ensure dust is eliminated or plan for clean up of affected buildings of dust nuisance.
 - b. Pre-wet streets prior to sweeping to control dust.
 - c. Sprinkle work sites adjacent to inhabited areas as needed to ensure dust
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elimination.

5. EROSION AND SEDIMENT CONTROL:

- a. The Contractor shall conduct the work in conformity to all applicable laws and regulations governing erosion and sedimentation control, the Engineers erosion and sedimentation control plan, the technical specifications in Section 3900 as well as all other regulating Agencies.
- b. The Contractor shall reduce the amount of sediment and other pollutants reaching the public storm system, which may result from work on the project site. The Contractor shall provide proper and approved temporary and/or permanent measures for all construction projects to lessen adverse effects on the environment.
- c. It is the Owners goal to apply erosion prevention measures to protect from rain, wind, in order to lessen the impact to the environment caused by construction prior to the need for remedial measures.

H.5. SHORING, SHEETING AND BRACING OF PITS AND TRENCHES:

1. All sheeting, shoring and piling support is subject to conform to the Oregon Occupational Safety and Health Code – Oregon Administrative Rules as enforced by OR-OSHA latest revised rules.
2. All trenches and excavations shall be adequately shored to prevent caving of the vertical sidewalls and to protect adjacent structures, utilities, property, workers and the public.
3. Unless specifically itemized in the Bid Proposal all shoring (et al) shall be considered incidental to the construction.

H.6. DEWATERING:

1. Discharge into any City storm and/or sanitary sewer is under the authority of the City's Sewer Use Ordinance No. 2176.
2. Dewatering discharge locations shall be shown on the drawings.

ARTICLE – I
INSURANCE AND TAXES

I.1. INSURANCE:

1. WORKMAN'S COMPENSATION: The Contractor shall maintain, during the life of this Contract, Workers' Compensation Insurance for all his employees employed on this work, and he shall require any subcontractors to provide similar insurance for all said subcontractor's employees, unless said subcontractor's employees are covered by the insurance maintained by the Contractor.
2. PUBLIC LIABILITY AND PROPERTY DAMAGE: The Contractor shall maintain Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage; contractual liability coverage for the indemnity provided under this agreement, and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000.00. Each annual aggregate limit shall not be less than \$2,000,000.00. The liability coverage required for performance of the agreement shall include the City Of Woodburn and its employees and officers, as additional insured but only with respect to the Contractor's activities to be performed under this agreement. Before this agreement is executed, the Contractor shall furnish to the Owner a certificate of insurance for the limits set out above, which is to be in force and applicable to the project. The insurance coverage shall not be amended, modified, or canceled insofar as the coverage contemplated herein is concerned without at least thirty days prior notice to the Owner.

I.2. INDEMNITY:

1. The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought, or recovered against the Owner by reason of any act or omission of the Contractor, his agents or employees, in the execution of the work or in guarding the same.

I.3. TAXES AND CHARGES:

1. The Contractor agrees to withhold and pay any and all withholding taxes, whether State or Federal and to pay all Social Security charges and also all contributions on amounts due to the State Unemployment Trust Fund, and to pay or cause to be withheld, as the case may be and all taxes, charges, or fees or sums whatsoever which are now or may hereafter be required to be paid or withheld under any laws.

I.4. BONDS:

1. PERFORMANCE BOND: The successful Bidder shall file with the City of Woodburn, Oregon, at the time of execution of the Contract, a Performance Bond in the amount 100-percent of the Contract price. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City of Woodburn, Oregon, and shall be authorized to do business in the State of Oregon.

The Attorney-in-Fact (Resident Agent) who executes this Performance Bond on behalf of the surety company must attach a copy of this power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

2. LABOR AND MATERIALS BOND: The successful Bidder shall file with the City a Labor and Materials Bond in the amount of 100-percent of the Contract price, as security for payment of the Contractor's subcontractors and suppliers. The surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City and shall be authorized to do business in the State of Oregon. The Labor and Materials Bond shall be delivered to the City Engineer before the Notice to Proceed will be issued.

3. MAINTENANCE BOND: The successful Bidder shall file with the City a Maintenance Bond in the amount of 10-percent of the modified contract price (as amended by deletions and change orders), as security for one year after receipt of the Notice of Acceptance to ensure protection from faulty equipment and workmanship. The Performance Bond may proxy for the Maintenance Bond if it includes a statement that "Performance Bond shall cover replacement costs of defective work and products for a period of one year after dated Notice of Acceptance".

The surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City and shall be authorized to do business in the State of Oregon.

The Maintenance Bond shall be delivered to the City Engineer before final payment will be issued.

ARTICLE – J
TERMINATION OF CONTRACT

J.1. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

1. If the work should be stopped under an order of any court or other public authority for a period of 3-months, through no act or fault of the Contractor or of anyone employed by him; or if the Engineer should fail to issue any estimate for payment within 15-days after it is due; or if the Owner should fail to pay the Contractor within 30-days after the time specified in these General Conditions any sum certified by the Engineer, then the Contractor may, upon 15- days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or material and reasonable profit and damages, unless said default has been remedied within said time.

J.2. OWNER'S RIGHT TO TERMINATE CONTRACT:

1. If the Contractor should be adjudged a bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payment to subcontractors, or for materials or labor; or persistently disregard laws, ordinances, or the instructions of the Engineer; or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, then the Owner, upon the certification of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and Surety seven (7) days written notice, transfer the employment for said work from the Contractor to the Surety.
2. Upon receipt of such notice, such Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ, by contract or otherwise, any person or persons to finish the work and provide the materials therefore without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.
3. In lieu of the foregoing, if the Owner so elects, he may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and the Engineer shall certify damage incurred through the Contractor's default.

END OF GENERAL CONDITIONS

SPECIAL PROVISIONS

Bidders shall modify the Technical Specifications and General Specifications as follows:

1. **ADD THE FOLLOWING PARAGRAPH TO ARTICLE B OF THE GENERAL CONDITIONS, SECTION E.8. (EXISTING STRUCTURES AND UTILITIES):**
 6. Underground Utilities: The contractor shall be responsible for determining the location of all public and private underground utilities. The City of Woodburn accepts no responsibility for the accuracy of locates provided by utility companies. The Contractor shall coordinate work with all utility companies as required to complete the project.
 7. Contractor shall be aware that other construction activities will be occurring in the same area of construction during the same timeframe as this project. Contractor shall coordinate work with other Contractors during the duration of the entire project. Work coordination is considered incidental to this project.

2. **REPLACE THE LAST SENTENCE OF ITEM 2 OF SECTION G.4 PAYMENT FOR WORK OF ARTICLE – G (BIDDING, AWARD, PAYMENTS AND CLOSEOUT) OF THE GENERAL CONDITIONS WITH THE FOLLOWING PARAGRAPHS:**
 - c. Furthermore, no payment will be made to the Contractor until he files with the Owner the signed Wage Certification Form certifying that he has paid the higher of the prevailing wages under the Oregon Prevailing Wages Law and the Federal Davis-Bacon Act.
 - d. No payment will be made to the Contractor until the Owner approves that all materials and manufacture goods use in the project complies with the “Buy America” requirements.

3. **DELETE SECTION 2 AND 3 OF ARTICLE G.5 LIQUIDATED DAMAGES AND REPLACE WITH THE FOLLOWING SECTIONS:**
 2. Failure to complete the physical work of a contract on time could result in the delay of a major multi-million dollar project from the Oregon Department of Transportation (ODOT), and any associated costs due to ODOT project delays will passed on to the Contractor performing the work for this project.

4. **ADD THE FOLLOWING PARAGRAPH TO ARTICLE – I (INSURANCE AND TAXES) OF THE GENERAL CONDITIONS, SECTION I.1.2 (PUBLIC LIABILITY AND PROPERTY DAMAGE):**

Special Provisions

Project Name: Tree Removal & Fence Installation, West of I-5 Interchange

Project No: 2013-009-12

2B. The liability coverage required for performance of the agreement shall include the City of Woodburn its employees and officers and the Oregon Department of Transportation (O.D.O.T.) and its employees and officers, as additional insured but only with respect to the Contractor's activities to be performed under this agreement. Before this agreement is executed, the Contractor shall furnish to the Owner a certificate of insurance for the limits set out above, which is to be in force and applicable to the project. The insurance coverage shall not be amended, modified, or canceled insofar as the coverage contemplated herein is concerned without at least thirty days prior notice to the Owner.

5. DELETE PART 2.1 B (PRODUCTS) OF SECTION 3300 (TEMPORARY TRAFFIC CONTROL) OF THE TECHNICAL SPECIFICATION AND REPLACE WITH THE FOLLOWING PART:

2.1 B If the occasion arises that the Contractor desires to change the traffic control plan from that original approved, he/she shall submit a plan outlining those changes to the Engineer 7-days in advance of construction activities.

6. DELETE PART 3.3 A (TRAFFIC CONTROL DEVICES) OF SECTION 3300 (TEMPORARY TRAFFIC CONTROL) OF THE TECHNICAL SPECIFICATIONS AND REPLACE WITH THE FOLLOWING PART:

3.3 A All work done under this contract shall conform to the FHWA's Manual on Uniform Traffic Control Devices, Oregon Supplements to the MUTCD by ODOT, and the Oregon Temporary Traffic Control Handbook, December 2011 (OTTCH). The contractor shall submit a traffic control plan at the pre-construction meeting for approval by the Oregon Department of Transportation (ODOT).

Maintenance of traffic and traffic control devices through the work area shall be the responsibility of the Contractor.

7. ADD THE FOLLOWING SECTIONS TO THE GENERAL CONDITIONS:

Damage to existing structures and landscaping due to contractor's negligence shall be repaired or replaced at the Contractor's expense. Structures include but are not limited to, building structures, pipes, vaults, fences, sidewalks, driveways, landscape areas, retaining walls, edge of pavement, grass fields, roads, etc. The restoration or replacement work shall be done to the satisfaction of the City of Woodburn, ODOT or property owner as applicable.

Work within the Right of Way:

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Project No: 2013-009-12

During construction work all of the contractor's employees, equipment, and materials shall be confined to the limits of the existing right-of-way. It is the responsibility of the Contractor to obtain any right of entry agreement for storage of materials or equipment on private property.

Permits:

The City has acquired the ODOT Right-of-Way Permit for this project. The Contractor is responsible for complying with **ALL** requirements stipulated in the ODOT Right-of-Way Permit No. 03M42495. ODOT right-of-way permit No. 03M42495 is part of the contract documents and is located after the Special Provisions.

Notifications: City's personnel will provide project notifications and updates to the owners/residents and coordinate work between the residents and Contractor. Contractor shall verify with the Engineer that work can be done along family residential properties prior to starting any work activities.

8. DELETE APPLICABLE "MEASUREMENT AND PAYMENT" SECTIONS IN THE TECHNICAL SPECIFICATIONS AND REPLACE WITH THE FOLLOWING:

- A. Mobilization: Measurement for this bid item will be on the "each" basis for mobilizing/demobilizing for each property parcel. Payment of this bid item will be made on the "each" price amount listed in the Bid Proposal Form and will be payment in full for all costs associated with mobilization/demobilization activities and bonding per local, state, and federal requirements.
- B. Temporary Protection & Direction of Traffic: Measurement for this bid item will be on the "each" basis for each property parcel. Payment of this bid item will be made on the "each" price amount listed in the Bid Proposal Form and will be payment in full for all costs associated with temporary traffic control activities and requirements through the entire duration of the project per local, ODOT, and federal requirements, as applicable. This bid item includes all temporary signing, flagging, barricades, cones, caution tape, and protection of work.
- C. Erosion and Sediment Control: Measurement for this bid item will be on a "percent complete" basis. Payment of this bid item will be made on the "lump sum" price amount listed in the Bid Proposal Form and will be payment in full for all costs associated with erosion control per local, county, state and federal requirements, as applicable.
- D. Removal and Disposal of 4" to 12" Trunk Diameter Trees: Measurement of this bid item will be on the "each" basis. Payment of this bid item will be on the "each" price amount listed in the bid proposal form and will be payment in full for cutting down and disposal of trees as specified in the plans, including stump

Special Provisions

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Project No: 2013-009-12

grinding to a depth of six inches below existing ground surface, protecting property, provide a safe work area, all materials, labor, tools, equipment, appurtenances, and incidentals required for completing the work as specified.

Tree diameter measurement will be made at 4-feet above grade for single trunk trees, and for double-stem trees that fork below 4-feet, each trunk will be measured separately. Tree removal includes the removal of all branches, leaves, wood chips and large wood. All tree stumps shall be grinded to a depth of six-inches below existing grade.

- E. Removal and Disposal of 13” to 24” Trunk Diameter Trees: Measurement of this bid item will be on the “each” basis. Payment of this bid item will be on the “each” price amount listed in the bid proposal form and will be payment in full for cutting down and disposal of trees as specified in the plans, including stump grinding to a depth of six-inches below existing ground surface, protecting property, provide a safe work area, all materials, labor, tools, equipment, appurtenances, and incidentals required for completing the work as specified.

Tree diameter measurement will be made at 4-feet above grade for single trunk trees, and for double-stem trees that fork below 4-feet, each trunk will be measured separately. Tree removal includes the removal of all branches, leaves, wood chips and large wood. All tree stumps shall be grinded to a depth of six-inches below existing grade.

- F. Removal and Disposal of 25” to 35” Trunk Diameter Trees: Measurement of this bid item will be on the “each” basis. Payment of this bid item will be on the “each” price amount listed in the bid proposal form and will be payment in full for cutting down and disposal of trees as specified in the plans, including stump grinding to a depth of six-inches below existing ground surface, protecting property, provide a safe work area, all materials, labor, tools, equipment, appurtenances, and incidentals required for completing the work as specified.

Tree diameter measurement will be made at 4-feet above grade for single trunk trees, and for double-stem trees that fork below 4-feet, each trunk will be measured separately. Tree removal includes the removal of all branches, leaves, wood chips and large wood. All tree stumps shall be grinded to a depth of six-inches below existing grade.

- G. Removal and Disposal of 36” and Greater Trunk Diameter Trees: Measurement of this bid item will be on the “each” basis. Payment of this bid item will be on the “each” price amount listed in the bid proposal form and will be payment in full for cutting down and disposal of trees as specified in the plans, including stump grinding to a depth of six-inches below existing ground surface, protecting property, provide a safe work area, all materials, labor, tools, equipment, appurtenances, and incidentals required for completing the work as specified.

Special Provisions

Project Name: Tree Removal & Fence Installation, West of I-5 Interchange

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Tree diameter measurement will be made at 4-feet above grade for single trunk trees, and for double-stem trees that fork below 4-feet, each trunk will be measured separately. Tree removal includes the removal of all branches, leaves, wood chips and large wood. All tree stumps shall be grinded to a depth of six-inches below existing grade.

- H. Removal and Disposal of Shrubs and Trees less than 4” in Diameter: Measurement for this bid item will be on a “percent complete” basis. Payment of this bid item will be made on the “lump sum” price amount listed in the Bid Proposal Form and will be payment in full for all costs associated with removing and disposal of shrubs and all trees with a diameter less than 4” as specified on the plans; including stump grinding to a depth of six-inches below existing ground surface, all materials, labor, tools, equipment, appurtenances and incidentals required to complete the work as specified.

Shrubs are defined as single or multi-stem individual plants, not of tree size (less than four inches trunk diameter) and different than arborvitaes.

- I. Removal and Disposal of Arborvitaes: Measurement of this bid item will be on the “each” basis. Payment of this bid item will be on the “each” price amount listed in the bid proposal form and will be payment in full for all costs associated with removing and disposal of Arborvitaes as specified on the plans including stump grinding to a depth of six-inches below existing ground surface, all materials, labor, tools, equipment, appurtenances and incidentals required to complete the work as specified.
- J. Removal & Disposal of Existing Fencing: Measurement of this bid item will be on the “lineal foot” basis. Payment of this bid item will be on the “lineal foot” price amount listed in the bid proposal form and will be payment in full for all costs associated with the complete removal & legal disposal of existing Fencing as specified in the plans, including removal of concrete post bases, concrete around fences posts, fence posts, all materials, labor, tools, equipment, appurtenances and incidentals required to complete the work as specified.
- K. Furnish & Install 5’ High Field Fencing, Complete: Measurement of this bid item will be on the “lineal foot” basis. Payment of this bid item will be on the “lineal foot” price amount listed in the bid proposal form and will be payment in full for all costs associated with furnishing and installing 5’ High Field Fencing as specified in the plans, including all materials, labor, tools, equipment, appurtenances and incidentals required to complete the work as specified.
- L. Work Area Restoration: Measurement for this bid item will be on the “lump sum” basis. Payment of this bid item will be made based on the “lump sum” price amount listed in the Bid Proposal Form and will be payment in full for restoring

Special Provisions

Project Name: Tree Removal & Fence Installation, West of I-5 Interchange

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work area to equal or better condition than existed prior to commencement of work activities, and shall include, landscaping, placement of top soil, materials, labor, tools, equipment, appurtenances and incidentals required to complete the work as specified.

Placement of top soil shall include all depressed areas throughout the work site area. Landscaping shall include sod restoration, grading, irrigation, and any work necessary to restore the work area to equal or better condition than existed prior to start work.

9. **THE CONTRACTOR SHALL COMPLY WITH “ODOT RIGHT OF WAY PERMIT REQUIREMENTS ON PERMIT No 03M42495”.** Contractor shall comply with all requirements set on ODOT permit No. 03M42495 for work in this project. ODOT Permit No. 03M42495 in this contract documents.

Special Provisions

Project Name: Tree Removal & Fence Installation, West of I-5 Interchange

Project No: 2013-009-12

General Decision Number: OR130001 04/12/2013 OR1

Superseded General Decision Number: OR20120001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	01/18/2013
3	01/25/2013
4	02/08/2013
5	03/08/2013
6	04/12/2013

BROR0001-006 06/01/2012

BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR (NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.75	15.80

BROR0001-007 06/01/2012

BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON, KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR (SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.53	15.80

CARP9001-001 06/01/2012

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 32.61	14.44
DIVER STANDBY.....	\$ 34.42	14.44
DIVERS TENDERS.....	\$ 36.97	14.44
DIVERS.....	\$ 78.38	14.44
MANIFOLD AND/OR DECOMPRESSION CHAMBER OPERATORS.....		
OPERATORS.....	\$ 30.28	14.44
MILLWRIGHTS.....	\$ 33.11	14.44
PILEDRIVERS.....	\$ 33.61	14.44

DEPTH PAY:

50 to 100 feet	\$1.00 per foot over 50 feet
101 to 150 feet	1.50 per foot over 101 feet
151 to 200 feet	2.00 per foot over 151 feet

Zone Differential (Add to Zone 1 rates):

Zone 2 -	\$0.85
Zone 3 -	1.25
Zone 4 -	1.70
Zone 5 -	2.00
Zone 6 -	3.00

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 60 miles from the respective City Hall

ZONE 5 - More than 60 miles and less than 70 miles from the respective City Hall

ZONE 6 - More than 70 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OREGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND	LONGVIEW
PORTLAND	MEDFORD	THE DALLES
VANCOUVER		

BASEPOINTS FOR PILEDRIVERS AND DIVERS

ASTORIA	BEND	COOS BAY
EUGENE	KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT	PORTLAND
ROSEBURG	SALEM	THE DALLES

* ELEC0048-006 01/01/2013

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK, WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 41.85	18.44
ELECTRICIAN.....	\$ 38.05	18.44

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles	\$1.50/hour
Zone 2: 51-70 miles	\$3.50/hour
Zone 3: 71-90 miles	\$5.50/hour
Zone 4: Beyond 90 miles	\$9.00/hour

*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

ELEC0112-001 06/01/2012

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.38	15.83
ELECTRICIAN.....	\$ 36.55	16.28

ELEC0280-003 07/01/2012

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.10	3%+15.18
ELECTRICIAN.....	\$ 36.46	3%+15.18

 ELECO291-006 06/01/2012

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.47	5%+10.76
ELECTRICIAN.....	\$ 27.70	5%+10.76

 * ELECO659-004 01/01/2012

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY), HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.02	14.45
ELECTRICIAN.....	\$ 30.02	14.45

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	\$1.50 PER HOUR
ZONE 3:	>30-40 MILES	\$3.30 PER HOUR
ZONE 4:	>40-50 MILES	\$5.00 PER HOUR
ZONE 5:	>50-60 MILES	\$6.80 PER HOUR
ZONE 6:	>60 MILES	\$9.50 PER HOUR

*THESE ARE NOT MILES DRIVEN. zONES ARE BASED ON DELORNE STREET ATLAS USA 5.0.

 ELECO932-004 01/01/2013

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 33.15	14.34

 ENGI0701-005 01/01/2013

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 37.63	13.55
GROUP 1A.....	\$ 39.51	13.55
GROUP 1B.....	\$ 41.39	13.55
GROUP 2.....	\$ 35.97	13.55
GROUP 3.....	\$ 34.96	13.55
GROUP 4.....	\$ 34.00	13.55
GROUP 5.....	\$ 32.88	13.55
GROUP 6.....	\$ 29.84	13.55

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00
 Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS

INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type); CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine;

SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane hoist five (5) ton capacity or less; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel- Electric Engineer; Grizzley Operator; DRILLING: Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination

Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating); Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Factor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Belcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Lull Hi-Lift Operator or similar type; Fork Lift, over 5 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service Oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULERS: Cat wagon DJB's Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (excluding working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler- Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

- H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.
- H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.
- H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.
- H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

IRON0029-004 01/01/2012

	Rates	Fringes
IRONWORKER.....	\$ 33.87	20.10

LABO0001-006 06/01/2012

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 31.31	9.45

LABO0003-003 06/29/2012

ZONE 1:

LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.27	12.85
GROUP 2.....	\$ 26.27	12.85
GROUP 3.....	\$ 25.85	12.85
GROUP 4.....	\$ 26.25	12.85
GROUP 5.....	\$ 21.61	12.85

Zone Differential (Add to Zone 1 rates):
 Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 80 miles from the respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreaders; Asphalt Plant Laborers; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choke Setter; Cleanup Laborers; Curing, Concrete; Demolition, Wrecking, and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Fine Graders; Fence Builders; Form Strippers (not swinging stages); Guard Rail, Median Rail, Guide Post; Reference Post, Right-of-way Marker; Hazardous Waste Laborers; Landscaping or Planting Laborer; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or similar types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at jobsite); Weight-Man-Crusher (aggregate when used); General Laborer

GROUP 2: Applicator (including Pot Tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green-Cutter (concrete, rock, etc.); Concrete Laborer; Concrete Power Buggyman; Crusher Feeder; Demolition and Wrecking Charred Materials; Dropping and Wrapping Pipe; Guniting Nozzleman Tender; Guniting or Sand Blasting Pot Tender; Handlers or Mixers of all materials of an irritating nature (including cement and lime); Post Hole Diggers, Air, Gas or Electric; Sand Blasting (wet); Tampers; Tool Operators (includes but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers)

GROUP 3: Asbestos removal (structural removal only); Bit Grinder; Concrete Saw Operator; Drill Doctor; Drill Operators (Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills, and other similar types, including at crusher plants); Manhole Builder; Nippers and Timbermen; Power Saw Operators (bucking and falling); Sand Blasting (dry); Sewer Timberman; Track Liners, Anchor Machines,

Ballast Regulators, Multiple Tampers, Power Jacks; Tugger Operator; Vibrator-all types; Vibrating Screed; Water Blaster

GROUP 4: Asphalt Rakers; Concrete Nozzleman; Grade Checker; Gunitite Nozzleman; High Scalars, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Pipe Layers-All types; Powdermen; Pumpcrete Nozzlemen; Loop Installation; Tunnel-miner; Tunner- powderman; Motorman-Dinky Locomotive; Shield Operator; Tunnel Bullgang (above ground); Tunnel Chuck Tenders; Tunnel-Muckers, Brakemen, Concrete Crew, Bull Gang (underground)

GROUP 5: Traffic Flaggers

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

PAIN0055-005 07/01/2011

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 33.19	9.05

* PAIN0055-036 04/01/2013

	Rates	Fringes
Painters:		
BAKER, BENTON, CLATSOP,		
CROOK, DESCHUTES, GRANT,		
GILLIAM, HARNEY,		
JEFFERSON, LAKE, LANE,		
LINN, LINCOLN, MALHEUR,		
MARION, POLK, TILLAMOOK,		
SHERMAN, UNION, WHEELER		
AND YAMHILL COUNTIES		
High work-All work 60		
feet or higher.....	\$ 20.81	8.53
Painters.....	\$ 20.06	8.53
CLACKAMAS, COLUMBIA, HOOD		
RIVER, MULTNOMAH, MORROW,		
UMATILLA, WALLOWA, WASCO		
AND WASHINGTON COUNTIES		
High work-All work 60		
feet or higher.....	\$ 21.81	8.53
Painters.....	\$ 21.06	8.53
JACKSON AND KLAMATH		
COUNTIES		
High Work-All Work 60		
feet or higher.....	\$ 18.81	8.53
Painters.....	\$ 18.06	8.53

PLAS0555-001 06/01/2012

	Rates	Fringes
ZONE 1:		

Cement Masons: (ZONE 1)

CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDE/HANGING SCAFFOLD..\$	29.98	17.76
CEMENT MASONS ON SUSPENDE, SWINGING AND/OR HANGING SCAFFOLD.....\$	30.58	17.76
CEMENT MASONS.....\$	30.58	17.76
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...\$	31.18	17.76

Zone Differential (Add To Zone 1 Rates):
 Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
 SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the
 respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the
 respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the
 respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

 SUOR1991-003 04/01/1991

	Rates	Fringes
Timber Sales Roads:		
LABORERS.....\$	8.35	4.30
OPERATING ENGINEERS.....\$	10.37	4.15
POWER SAW, DRILLER, POWDERMAN.....\$	9.12	4.30
TEAMSTERS.....\$	9.74	3.74

 TEAM0037-004 06/01/2012

ZONE 1:
 TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....\$	26.90	13.25
GROUP 2.....\$	27.02	13.25
GROUP 3.....\$	27.15	13.25
GROUP 4.....\$	27.41	13.25
GROUP 5.....\$	27.63	13.25
GROUP 6.....\$	27.99	13.25
GROUP 7.....\$	27.99	13.25

Zone Differential (add to Zone 1 rates):
 Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

- Zone 1 - All jobs or projects located within 30 miles of the
 respective City Hall
- Zone 2 - More than 30 miles and less than 40 miles from the
 respective City Hall
- Zone 3 - More than 40 miles and less than 50 miles from the
 respective City Hall
- Zone 4 - More than 50 miles and less than 80 miles from the
 respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS
BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cy yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS -(LABORERS, POWER

EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION



APPLICATION AND PERMIT TO OCCUPY OR
PERFORM OPERATIONS UPON A STATE HIGHWAY

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

03M42495

CLASS: 5 KEY#

GENERAL LOCATION			PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)		
HIGHWAY NAME AND ROUTE NUMBER OR-214 / 140 / Hillsboro-Silverton, OR-219 Hillsboro-Silverton, and I-5			<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE
HIGHWAY NUMBER 140, & 1	COUNTY Marion		<input type="checkbox"/> BURIED CABLE	TYPE	
BETWEEN OR NEAR LANDMARKS Between Willow Avenue and N. Boones Ferry Road			<input checked="" type="checkbox"/> PIPE LINE	TYPE	Water
HWY. REFERENCE MAP	DESIGNATED FREEWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IN U.S. FOREST <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> NON-COMMERCIAL SIGN	FEE AMOUNT \$0.00	
APPLICANT NAME AND ADDRESS City of Woodburn Public Works Department 190 Garfield Street Woodburn, OR 97071			<input type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW		
			FOR ODOT USE ONLY		
			BOND REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REFERENCE: OAR 734-55 035(2)	AMOUNT OF BOND \$0.00
			INSURANCE REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	REFERENCE: OAR 734-55 035(1)	SPECIFIED COMP. DATE 12/31/2013

DETAIL LOCATION OF FACILITY(For more space attach additional sheets)

MILE POINT	MILE TO POINT	MILE FROM POINT	ENGINEERS STATION	ENGINEERS TO STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
						CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
~36.9	~37.14		512+00	529+00	Under future south sidewalk 90 degree crossing		~2 ft	4 ft to 6 ft	8" D.I. water main	1800 LF
36.97 & 37.0				515+63 & 517+63				4 ft to 6ft	8" D.I. water main	100LF each

DESCRIPTION AND LOCATION OF NON-COMMERCIAL SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES

SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)

- TRAFFIC CONTROL REQUIRED
 - YES [OAR 734-55-025(6)]
 - NO
- OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED?
 - YES [OAR 734-55-100(2)]
 - NO [OAR 734-55-100(1)]
- ◆ AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE AT TELEPHONE NUMBER: 503-986-2887
OR FAX A COPY OF THIS PAGE TO THE DISTRICT OFFICE AT: 503-986-5835 SPECIFY TIME AND DATE IN THE SPACE BELOW.
- ◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
- ◆ 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 the rules by calling the center at (503) 232-1987.
CALL BEFORE YOU DIG 1-800-332-2344

COMMENTS - ODOT USE ONLY

**SEE ATTACHED SPECIAL PROVISIONS
SEE ATTACHED GENERAL PROVISIONS**

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE <input checked="" type="checkbox"/>		TITLE <i>Public Works Director</i>	DATE <i>1/15/13</i>
APPLICANT SIGNATURE <input checked="" type="checkbox"/>	APPLICATION DATE <i>1/15/13</i>	TITLE <i>Public Works Director</i>	TELEPHONE NO. <i>503 982-5249</i>
DISTRICT MANAGER OR REPRESENTATIVE <input checked="" type="checkbox"/> <i>COMPA</i>			APPROVAL DATE <i>1-30-13</i>

When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached: and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.

MILE POINT	MILE TO POINT	ENGINEERS STATION	ENGINEERS TO STATION	SIDE OF HWY OR ANGLE OFCROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
					CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
36.8	37.1	512+00	524+00	Future turning lane	center of pvmt		6ft to 10ft	8" PVC sanitary Sewer	~1,200 LF
37.1		523+70		90 degree Crossing			6ft to 10 ft	8" PVC Sanitary Sewer	~100 LF
37.63		550+50		45 degree Crossing			4ft to 5ft	12" DI Sanitary Sewer with possible 16" Casing.	~100 LF
36.97	37.01	516+00	518+00	Under future north sidewalk			4ft to 5ft	8" DI water main	~200LF
36.21	37.84	475+00	560+00	Both sides of Highway		In Existing and future ROW and Easements		Tree and Shrubs removal	
36.21	37.84	475+00	560+00	In existing and future ROW			4ft to 12ft	City's Utility Relocation as required by the I-5 Interchange Project	

03M42495

**GENERAL PROVISIONS FOR POLELINE,
PIPELINE, BURIED CABLE PERMITS AND MISCELLANEOUS PERMITS**

(Rev) May 2010

APPLICANT: City of Woodburn ROUTE: 214 MP: 36.90-37.14

All checked () provisions apply.

WORKSITE

- 1. Permittee must call for utility locates before digging ("Call Before You Dig") 1-800-332-2344 per Oregon Administrative Rules (Chapter 952, Division 1). You may be held liable for damages. Pre-marking of excavation area is required.
- 2. Permittee shall have a copy of this permit and all attachments at the work site. They shall be available to the District Manager or representative at their request.
- 3. Permittee shall acknowledge, in writing, receipt and review of Oregon Administrative Rules (Chapter 734, Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Copies of this rule may be obtained from any district maintenance office.
- 4. Permittee shall review the Oregon Administrative Rules (Chapter 734 Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Web Site: http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_055.html.
- 5. Access control fence must be maintained during construction and restored to its original or better condition after construction is complete.
- 6. The permittee shall not use state highway right of way to display advertising signs or merchandise of any kind.
- 7. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is strictly prohibited.
- 8. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up.
- 9. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
- 10. The spreading of mud or debris upon any state highway is strictly prohibited; any violation will be cause for immediate cancellation of the permit. The highway will be cleaned of all dirt and debris, clean up shall be at the applicant's expense.
- 11. Permittee shall replace to pre-existing condition or better any landscape vegetation or fence that is removed or destroyed. Any damage that is not fully recovered within 30 days (weather permitting) shall be replaced by ODOT at the expense of the permittee. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting and all landscape construction has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.
- 12. Permittee shall install and maintain landscaped area as shown on the attached drawings. Planting shall be limited to low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. The Oregon Department of Transportation (ODOT) shall have the right to remove said landscaping at any time such removal may appear to be in the public interest, without liability or loss, injury, or damage of any nature whatsoever.

TRAFFIC**03M42495**

13. During construction or maintenance, the work area shall be protected in accordance with the current Manual on Uniform Traffic Control Devices, (MUTCD), Federal Highway Administration, US Department of Transportation, and the Oregon Department of Transportation supplements thereto. Flaggers must have a card or certificate indicating their completion of an approved work zone traffic control course. All traffic control devices shall be maintained according to the American Traffic Safety Services Association (ATSSA), Quality Standards for Work Zone Traffic Control Devices handbook.
14. Permittee shall provide a detailed traffic control plan for each phase of the work, showing signs and cones. Plans shall be reviewed by Oregon Department of Transportation in advance of construction or maintenance.
15. All damaged or removed highway signs shall be replaced by the permittee. Installation shall be according to MUTCD standards or ODOT specifications, and shall be completed as soon as possible but no later than the end of the work shift.
16. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends or holidays or between commuting hours of 6:00 a.m. and 9:00 a.m., or 4:00 p.m. and 6:00 p.m. Monday thru Thursday (off the highway by 12:00 noon on Friday) without prior authorization from the District Manager, ODOT Motor Carriers and/or the provisions of this permit.
17. **If stopping traffic and/or closing or encroaching into travel lane(s)** or if for any reason two-way traffic and/or mobility standards cannot be maintained through the work zone **night work will be required**. Work hours are 7:00 pm to 5:00 am Sunday through Thursday. District Manager or representative reserves the right to adjust work hours or impose night work if one or more of these issues are prevalent.

DRAINAGE

18. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed (or as required by ODOT Hydrology review).
19. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 48 inches; minimum depth outside of ditch shall be 42 inches). (Or as required by ODOT Hydrology review)
20. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion (or as required by ODOT Hydrology review).
21. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply: (or as required by ODOT Hydrology review)
- Whenever a four inch pipe is inadequate to serve the developed area,
 - development site is one acre or larger in size and directly or indirectly affects state facilities,
 - or as directed by the District Manager or representative.
22. Permittee shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site (or as required by ODOT Hydrology review).
23. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction (or as required by ODOT Hydrology review).

03M42495EXCAVATION/CONSTRUCTION

24. The following ODOT documents and any supplements and subsequent revisions thereto, where applicable and not otherwise superseded by the permit language herein, but only to the extent that they provide standards and performance requirements for work to be performed under the permit, shall be incorporated for use in the permit: "Oregon Standard Specifications for Construction (2008)". ODOT shall have authority over acceptance of all materials and workmanship performed under this permit as stated in Section 00150.00 of the "Oregon Standard Specifications for Construction (2008)." For additional Supplemental and Special Provisions please refer to: <http://www.odot.state.or.us/techserv/roadway/specs/home.htm>. Standard Specification books are available on this site.
25. Open cutting of pavement is allowed only in areas specifically approved by the District Manager.
26. Trench backfill outside of pavement shall be according to the attached typical drawing RD300.
27. Open cutting of the highway is allowed with construction in accordance with OAR 734-55-0100. All excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift. In special cases where steel plates are allowed, said plates shall be pinned and a temporary cold patch applied to the edges. The permittee shall be fully responsible for monitoring and maintenance of temporary patching and steel plating.
28. Compaction tests shall be required for each open cut per Oregon Standard Specification for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction test shall be provided to District Manager or representative at applicants' expense.
29. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
30. Surface restoration shall be a minimum of eight inches of hot asphalt-concrete (AC), compacted in two inch lifts, or match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
31. All aggregate shall conform to Oregon Standard Specification for Construction, Section 02630 - Base Aggregate.
32. Any area of cut or damaged asphalt shall be restored in accordance with the included attachment "T-Cut Typical Section - Pavement Cut" drawing. For a period of two years following the patching of paved surface, permittee shall be responsible for the condition of permittee's pavement patches, and during that two year period shall repair to District Manager or representative satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.
33. An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per "Oregon Standard Specification for Construction (2008)" and any subsequent revisions thereto. Typical overlay shall be one and one-half inch (1½") deep and cover the affected area from edge of pavement to edge of pavement, and taper longitudinally at a fifty feet to one inch (50' : 1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the surface, the permittee shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
34. Highway crossings shall be bored or jacked. Bore pits shall be located behind ditch line or in areas satisfactory to the District Manager. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
35. Permittee shall install a "tracer wire" or other similar conductive marking tape or device, if installing any non-conductive, unlocatable underground facility, in order to comply with Oregon Utilities Coordination Council (OUCC), per OAR 952-01-0070 (6).

36. Trench/pit backfill outside of ditch line or in approved areas can be native soil compacted at optimum moisture in twelve inch layers to 90% or greater of the maximum density.
37. Native material that is found to be unsatisfactory for compaction shall be disposed of off the project and granular backfill used.
38. Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at applicant's expense.
39. Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
40. No trench/pit shall be left in an open condition overnight or when unattended.
41. Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion are to be inlaid with an acceptable riprap material.
42. All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments. All non-metallic water, sanitary and storm sewer pipe shall have an electrically conductive insulated Number 12-gauge copper tracer wire the full length of the installed pipe using blue wire for water and green for storm and sanitary sewer piping.
43. Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
44. Utility markers and pedestals shall be placed as near the highway right-of-way line as practical. In no case shall pedestals and line markers be located within the highway maintenance area.
45. No cable plowing is allowed within the lateral support of the highway asphalt (i.e. at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).
46. Review by ODOT Bridge Engineers is required for all proposed bridge and structure attachments and for utility or any facilities to be installed within sixteen feet of bridge foundations, supports, walls or related, or within the influence zone of bridge facilities.

Miscellaneous:

47. Permittee shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
48. If the permittee impacts a legally protected/regulated resource, permittee shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.
49. Plans are approved by ODOT in general only and do not relieve the permittee from completing construction improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, permittee is responsible to provide "as built" drawings, within 60 days from completion of highway improvements, and shall submit them to the District Office issuing the permit.
50. Permittee shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, applicant shall be responsible for all costs and coordination associated with it's reestablishment by a professional licensed surveyor.

03N42495
SPECIAL PROVISIONS
FOR UTILITY AND MISCELLANEOUS PERMITS

Applicant: City of Woodburn ROUTE: 214 MP: 36.90-37.14

ALL CHECKED (☒) PROVISIONS APPLY

- ☒ 1. Applicant is responsible for: (1) Investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area e.g. hazardous material(s), water quality constraints, wetlands, archeological or historic resource(s), state or federal threatened or endangered species, etc. (2) Complying with all applicable environmental laws pertaining to the proposed action. If this project involves environmentally or culturally sensitive areas such as wetlands, waterways, endangered plant or endangered animal species, or lands held sacred by native peoples, the applicant will be responsible to contact all appropriate agencies for permits and regulatory requirements. The restoration of the work area is the responsibility of the applicant and may require conditions in addition to this permit. Subjects that will need to be investigated before work shall begin are:

- Wetland determination and delineation – if wetlands are located within ODOT owned Right of Way, and there is a potential for these areas to be impacted as part of the project, these determinations will need to be completed.
- Archeology Surveys – will be required on all projects, in all areas. If an archeological site is discovered, and if it will become impacted as part of the project (can not be avoided) then phase 2 testing will be required.
- Threatened and endangered plant surveys – will be required on all projects, in all areas. These surveys can only be completed during the blooming season, which is between May – August (generally speaking). If a threatened or endangered plant is found and can not be avoided, then a biological assessment will be required.
- Threatened or endangered animals – if any habitat or ecosystems may be impacted by the project, i.e.; habitat destruction, visual impacts, noise impacts, etc. then a biological assessment will be required for all threatened or endangered animal species as well.

Complying with all applicable environmental laws pertaining to the proposed action: If the applicant inadvertently impacts a legally protected/regulated resource, the applicant shall be responsible for all mitigation and/or rehabilitation costs. Applicant shall follow all State and Federal regulations while working in close proximity to any legally protected and/or regulated environmental resource(s).

The restoration of the work area is the responsibility of the applicant.

- ☒ 2. Applicant shall be responsible for repair or replacement of all removed or damaged motorist informational signs, tourist oriented directional signs and logo signs due to construction, all signs shall be maintained and visible to traffic at all times. If any sign as described herein is out of service due to construction work the applicant shall pay to the Travel Information Council the following amounts: (a) \$500.00 for each day over five (5) days that a motorist informational sign or a tourist oriented directional sign is out of service; (b) \$500.00 for each day over five (5) days that a logo sign that has four or fewer logos is out of service; and (c) \$1,000.00 for each day over five (5) days that a logo sign that has five or more logos is out of service.
- ☒ 3. All equipment shall be parked off the right-of-way or in areas acceptable to the District Manager or representative.
- ☒ 4. Work site shall be restored to pre-existing condition or better.
- ☒ 5. If highway sign is impacted during construction contact Steve Barner, ODOT Sign Coordinator at 503-986-2890, cell 503-931-0986 before end of workday.

6. The permittee or their contractor is to provide to ODOT a detailed traffic control plan for each phase of the work showing signs and cones. Plans to be submitted no less than five days in advance of construction or maintenance for ODOT review and approval. Signs and standards shall be compliant with the Federal Highway Administration's NCHRP Report 350.

<input checked="" type="checkbox"/> 7.	Call (<input checked="" type="checkbox"/> 48 hours prior to beginning work:	Phone	Fax
<input checked="" type="checkbox"/>	Jeff Sorenson Salem Maintenance	(503)986-2887	986-5835
<input type="checkbox"/>	Tristan Bass McMinnville/ Newberg Cell:(503) 551-0779	(503)472-2737	472-9080
<input type="checkbox"/>	Don Spier Detroit Maintenance	(503)854-3429	854-3537
<input type="checkbox"/>	Jim Toney Santiam Junction	(503)986-5816 ext. 236	986-5765
<input type="checkbox"/>	Jerry Stokes Corvallis Maintenance	(541)757-4127	757-4270
<input type="checkbox"/>	Brian Morey Albany Maintenance	(541)967-2139	967-2158
<input type="checkbox"/>	Dale Webb Rose Lodge Maintenance	(541)994-2116	996-6557
<input type="checkbox"/>	Darren Weaver Tillamook Maintenance	(503)842-7811	842-7080
<input type="checkbox"/>	Steve Barner Sign Crew Cell:(503)910-2186	(503)986-2890	986-5840
<input type="checkbox"/>	Mike Greenleaf Eagle Elsner, ODOT Contractor Hwy 140 (219), MP 10.05 – 36.06	(503) 628-1137	628-1138

8. Traffic flow on state highways shall be maintained through the work zone at all times and shall meet or exceed mobility standards. Unanticipated traffic delays shall be no more than three minutes.

9. Traffic lanes shall not be closed between:
 12:00 p.m. (noon) on Fridays and 8:00 p.m. on Sundays or
 12:00 p.m. (noon) on the day preceding legal holidays or holiday weekends and midnight on legal holidays or the last day of holiday weekends, except for Thanksgiving, when no lanes may be closed between noon on Wednesday and 8:00 p.m. on the following Sunday.

Legal holidays are as follows: New Year's Day on January 1; Memorial Day on the last Monday in May; Independence Day on July 4; Labor Day on the first Monday in September; Thanksgiving Day on the fourth Thursday in November; Christmas Day on December 25

When a holiday falls on Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

10. Roadways shall be free of barricades or other objects and all lanes opened to traffic during all the restrictive periods listed above.

11. All Hard Surface (Asphalt and/or Concrete) approaches on ODOT Right-of-way shall be bored in lieu of an open cut unless otherwise stipulated.

12. Any Asphalt Approach road requiring an open cut shall be restored to its pre-existing or better condition after construction is complete or when minimum temperature allows per ODOT Standard for Highway Construction. If open cutting use the "T-Cut Typical Section" (see attached). Any Concrete Approach requiring an Open Cut shall be reconstructed with concrete and restored to its original or better condition after construction is complete. Applicant shall be responsible for the condition of said patches for a period of two years. During that time applicant shall repair, to the District Managers or representative's satisfaction, any of the patches that become settled, cracked, broken or otherwise faulty.

13. The applicant shall provide a registered professional engineer to inspect the project. The Engineer shall ensure the quality, construction and conformance to ODOT standards, specifications, general and special provisions. Inspection reports shall be faxed to this office daily during construction. Fax (503) 986-2881. Upon conclusion of this project, a PE-stamped "AS CONSTRUCTED" drawing shall be submitted to this office within a minimum of 45 days of ODOT acceptance.
14. Encasement of pressurized PVC water/sewer carrier pipe(s) under pavement is required. Casing shall be Ductile-iron or steel pipe with welded joints OR Applicant shall provide proof that encasement of the facility is unnecessary to maintaining the structural integrity of the roadway (documentation submitted shall be stamped by a registered Structural Engineer). The annular space between the carrier pipe and casing is to be filled with cement slurry (see attached drawing RD308).
15. No pit / trench is to be left in an open condition during off work hours or when unattended. Pit / trench shall be covered with steel plates and pinned. Any open-cutting of the highway surface is to be backfilled, compacted and capped with asphalt within 48 hours. Any extension of the 48 hours will require approval from the District Manager. It is the applicant's responsibility to assure the pit / trench does not become a drainage channel.
16. Bore pits not to be located on ODOT right of way. Bore will be from outside right of way to outside right of way.
17. If the asphalt is open-cut or damaged within the travel portion of the highway **where no curbs exist** an overlay of the affected lane(s) will be required (see General Provision number 33 for overlay requirements). The District Manager or representative reserves the right to assess changes and/or assign paving limits. Unless otherwise noted the applicant shall replace all highway striping and legends covered or damaged by the overlay project. Striping materials shall match or exceed existing.
18. If the asphalt is open-cut or damaged within the travel portion of the highway **where curbs exist** a grind and inlay of the affected lane(s) will be required (inlay to cover full lane width, see attached typical for grind and inlay requirements). The inlay is to be sand-sealed at its perimeter, curb reveal and water run-off is to be maintained. The District Manager or representative reserves the right to adjust the dimensions of the grind as deemed necessary to preserve the integrity of the highway.
- 19 Applicant shall be responsible for all future maintenance and locates of abandoned facility located under pavement (pipe four inches and above shall be plugged and capped). If future highway development requires the removal of abandoned facility, facility will be removed by applicant and/or at applicant's expense. Abandonment of a facility not under paved surface will not be allowed, facility will be removed by applicant and/or at applicant's expense.
20. A minimum cover of 48" is required for all buried utilities on ODOT right of way. Depths less than 48 inches shall require District Manager approval.
21. If bore breaches highway surface and/or causes damage to compacted sub-grade highway repair shall be as follows: Saw-cut perimeter of affected area, excavate and re-compact all affected base and sub-grade materials, grind and inlay affected lane(s). Repair shall be to the satisfaction of the District Manager.
22. Bore (vac-x) holes in pavement shall be backfilled with bentonite or a granular backfill compacted to 95% density and capped with asphalt. Asphalt material is to match the existing and is to be compacted in two-inch lifts matching the existing pavement depth. Bore holes in highway shoulder area may be backfilled with native material; percent compaction shall be 95%. The applicant shall bear responsibility for any failure and/or repair of highway caused by bore holes.
23. Applicant shall comply with all applicable General Provisions, Special Provisions and Attachments to the permit.

03M42495

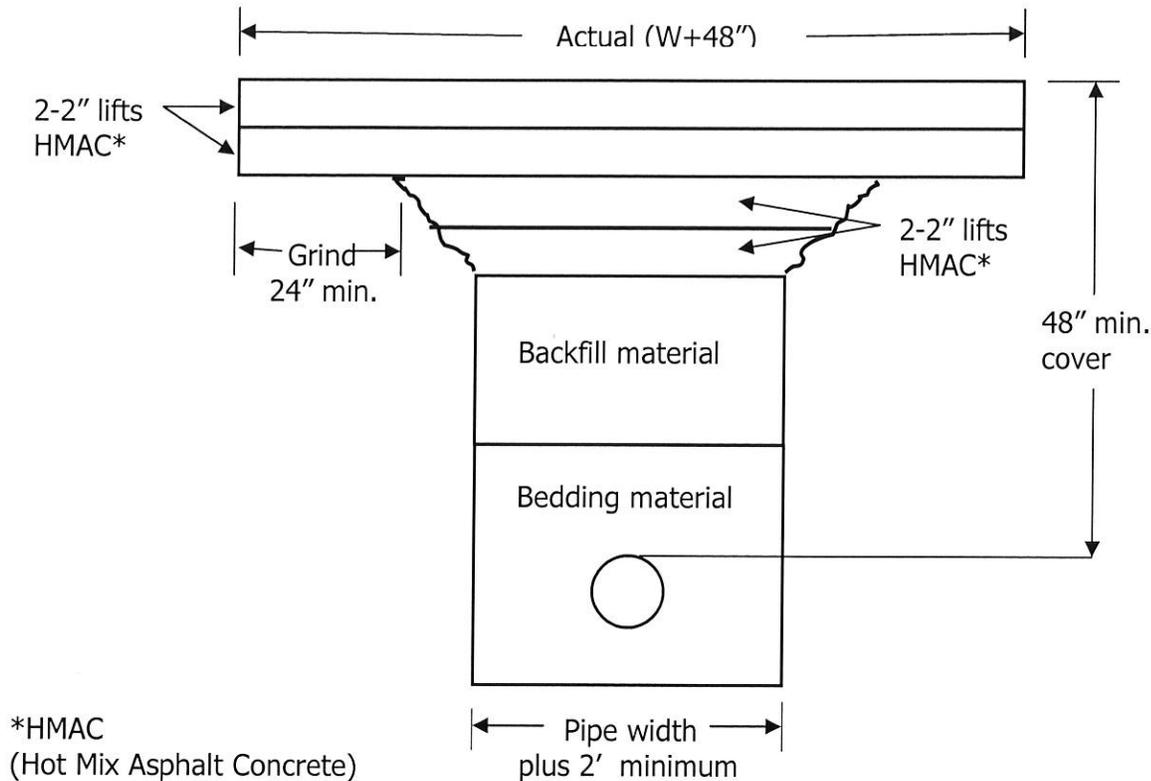
24. Construction shall comply with plans submitted to and approved by ODOT, shall meet or exceed ODOT standards and/or shall be to the satisfaction of the District Manager. Construction not in compliance shall be removed/repared by applicant to meet ODOT Standards and/or to the satisfaction of the District Manager.
25. Pavement markings that are to be removed shall be removed by shot blasting; other means of removal shall be approved by the District Manager. Removed markings shall be replaced with temporary durable markings; durable markings shall be maintained to the satisfaction of the District Manager.
26. All Local Agency or Consultant inspectors must be Certified Traffic Signal Inspector (CTSI) certified for electrical installations. CTSI is a requirement for inspection of electrical installations on the State Highway System or installations ODOT will maintain by agreement. Electrical installations include, but are not limited to, traffic signals, illumination, variable message signs, road and weather information systems, video camera systems, and other intelligent transportation systems.
27. Charges resulting from incomplete or unacceptable work and/or damage that is not repaired or work that is not in compliance with this permit or its provisions which require the Department of Transportation to correct, repair or replace shall be assessed against the applicant and/or their contractor and/or billed against their bond. The applicant and/or contractor will be notified of the discrepancies and given 48 hours to comply. In those situations where public safety has been compromised no notice will be given. The Department of Transportation may seek, if necessary, legal action for the repair of its Right of Way.
(This also addresses any Department of Transportation sign that is removed or damaged and not replaced within the time limits as set forth in this permit.)
28. ODOT permits only those portions of utility installations or miscellaneous work that will affect its right of way. It is the responsibility of the applicant to acquire permission or permits from other affected property owners and/or jurisdictions.
29. A sufficient number of inlets (catch basins) shall be installed per Standard Drawings RD336 (Concrete Inlets), RD339 (Concrete Inlets) and/or RD342 (Concrete Inlets) to ensure proper drainage along curbed sections of the highway. Applicant may have a Site Plan approved by ODOT, which may not show an inlet or a sufficient number of inlets to drain water off the highway pavement. However, at ODOT's discretion the Applicant may be required to install a sufficient number of inlets to properly drain water.
30. Any field change to the ODOT approved plan(s) shall require written approval from the District Manager or his/her Representative prior to installation of the change. A request for a field change shall be submitted in writing to the District Office for review; the request shall include a copy of the approved drawing/plan and a copy of the proposed field change. The District Permits Office fax number is (503) 986-2748 and phone number is (503) 986-2876.
31. Newly installed sidewalk(s) shall meet ODOT's current curb and sidewalk height/width design requirements and shall be ADA compliant. A replaced sidewalk shall match the existing curb/sidewalk height/width and shall be ADA compliant. Where a new sidewalk does not connect to an existing sidewalk, the end sections shall be ADA compliant with ramps having a maximum slope of 2%.
32. The District Manager reserves the right to administer and/or amend requirements that in his/her opinion are necessary for public safety and/or betterment of the highway system.
33. For all major roadway work (new travel lane, median, roadway widening, etc.) the performance bond may be required to remain active for up to two years to warranty the construction work. The date ODOT conducts the final sign-off inspection and approves all work associated with this permit shall be the start date of that two year period. In the event re-work is required prior to the end of the two year period; the bond shall remain in place until such re-work is satisfactorily completed. Once the re-work is completed to ODOT's satisfaction/standards the bond can then be released. The Permittee shall be responsible for all labor and costs associated with the re-work.
34. A minimum of 19 feet horizontal clearance is required through the work zone as allowance for over-width traffic.

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35. If the utility installation will be within the ditch line all excavation shall be at the bottom of the ditch. The ditch is to be restored to pre-construction condition or better. Applicant shall assure water flow through the ditch will not be blocked.
36. Utility pedestals installed on ODOT Right of Way shall be marked by the applicant in such a manner as to remain visible at all times to ODOT maintenance personnel during their seasonal maintenance operations. ODOT will not be responsible for any damage to unmarked pedestals or appurtenances.
37. Any materials or workmanship found to be incomplete or not in compliance with this permit, provisions and/or 2008 Oregon Standard Specifications shall be the responsibility of the permittee/contractor to maintain and/or repair to a level acceptable by ODOT. ODOT reserves the right to hold any performance bond provided for this permit up to two years from the date of construction completion to insure adequate performance of said materials and workmanship.
38. If any materials or workmanship are found to be incomplete or not in compliance with this permit, provisions and/or Oregon Standard Specifications, for up to two years from the date of construction, the permittee/contractor shall be responsible for any maintenance and/or repair. Maintenance and repair shall be to a level acceptable by ODOT. This is to insure adequate performance of all materials and workmanship.
39. Applicant assumes all liability for any damage or injury caused by reasons of acts, conduct or operations of the permittee, its agents or employees in connection with the permitted activity on Oregon Department of Transportation's right-of-way.
40. The owner of the installed facility, upon completion of its installation, shall take responsibility for its future maintenance and repair.
41. When an activity restricts the width, length, height, or weight of vehicles through the activity area, or causes vehicles to detour around the activity area, notify the ODOT Motor Carrier Transportation Division (MCTD) by using the web based electronic version of the "Highway Restriction Notice-Size and/or Weight" form (Form No. 734-2357). Notification is required at least 28 calendar days before the restriction or detour takes effect."

T-CUT TYPICAL SECTION
Pavement Cut

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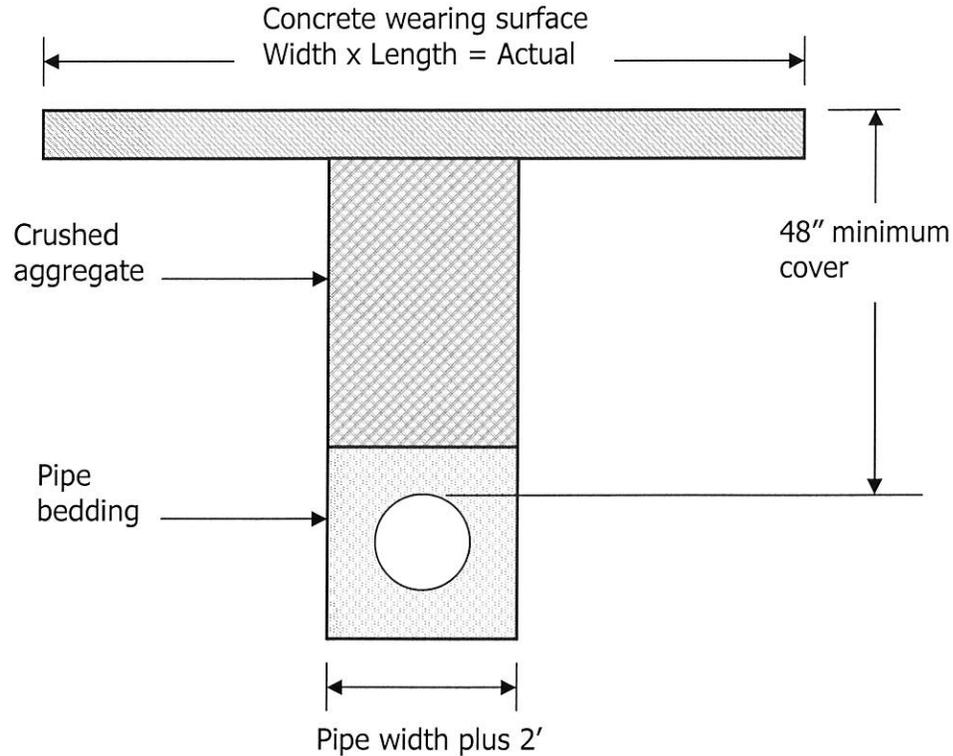


*HMAC
(Hot Mix Asphalt Concrete)

- Grind a 48" perimeter at a depth of 4".
- Minimum cover between top of utility and wearing surface is to be no less than 48-inches.
- Asphalt emulsion tack coat shall be used to seal the HMAC* to the edges of the existing asphalt pavement. Saw cut all pavement edges, cuts are to be vertical and clean. Use tack coat on surface and edges of grind out.
- The minimum HMAC* depth is to be eight inches or match existing whichever is greater. (By this reference the eight-inch minimum supersedes the six-inch minimum as noted in the General Provisions).
- The wearing surface is to have a minimum of 2-2" lifts of compacted class 'C' HMAC*.
- Backfill material to be either CDF (control density fill), 1"-0 or 3/4"-0 crushed rock compacted to 95% relative maximum density per AASHTO T-99 placed in 12-inch lifts. Crushed rock shall meet State specifications.
- Bedding material is to be clean sand or equivalent.
- For temporary pavement restoration use cold patch. Patch to be maintained until full pavement restoration is made using HMAC*. Cold patch to be removed and replaced with HMAC* within five calendar days or as directed by ODOT in writing.
- Pavement markings/legends that are removed are to be restored with like kind materials or per agreement of the District Manager.
- Applicant will be responsible for pavement stress or settlement of the T-cut restoration for a minimum of two-years.

TYPICAL SECTION PIPE UNDER SIDEWALK

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- All edges shall be smooth cut to a sufficient depth allowing removal of concrete without damage to the remaining sidewalk. Cuts are to be made at the concrete joints whenever possible.
- Backfill to be either 1"-0 or $\frac{3}{4}$ "-0 moist crushed aggregate compacted to a minimum of 95% of the maximum density of the material placed in 6" maximum lifts.
- Applicant will be responsible for the condition of the sidewalk repair for a minimum of two years and shall repair any areas that settle, crack, break or are otherwise found faulty. Any area found to be unsafe will be repaired immediately.
- If necessary cold patch may be used for temporary or emergency patches. These patches are to be removed and replaced with concrete within 24 hours.

PART III – TECHNICAL SPECIFICATIONS

Division 3 – Site Work

Appendix “A” – Submittal Checklist

DIVISION 3 – SITE WORK

<u>SECTION</u>	<u>DESCRIPTION</u>
SEC. 3000	Mobilization
SEC. 3100	Earthwork
SEC. 3200	Clearing and Grubbing
SEC. 3300	Temporary Traffic Control
SEC 3600	Landscaping
SEC. 3700	Cleanup
SEC. 3900	Erosion Prevention and Sediment Control

PART 1 GENERAL

1.1 SCOPE:

- A. This section covers, but is not limited to, work necessary to move in personnel and equipment; set up all offices, buildings, and facilities; install project signs (when required), perform other work, operations or incur costs in preparation for construction work.

PART 2 PRODUCTS

2.1 GENERAL:

- A. Provide all materials required to accomplish the work as specified.

PART 3 EXECUTION

3.1 GENERAL:

- A. Set up construction facilities in a neat and orderly manner within designated or approved work area. Supply all labor and equipment necessary to accomplish the work as specified. Conform to applicable requirements of the "GENERAL CONDITIONS" and "GENERAL SPECIFICATIONS" including but not limited to Permits and Licenses, Facilities and Sanitation, Safety Precautions, Protection of Property, Materials and Appliances, Beginning of Work, Schedules and Progress Reports, Staking out of Work, and Interfering Structures and Utilities.

3.2 MEASUREMENT AND PAYMENT:

- A. Payment for the item Mobilization will be the contract lump sum amount.
 - 1. 50% of the lump sum bid amount of Mobilization will be paid (minus retainage requirement) when 5% of the total contract amount has been earned.
 - 2. 100% of the lump sum bid amount of Mobilization will be paid (minus retainage requirement when 10% of the total contract amount has been earned.

3.3 SUBMITTALS:

- 1. Submittals shall be as marked in "Appendix A".

PART 4 TESTING - NOT USED

END OF SECTION

PART 1 GENERAL**1.1 SCOPE:**

- A. This work consists of excavation and grading for streets, sidewalks, planting areas, cuts, embankments, slopes, ditches, driveways, and all other earth moving work required in construction of the project, including disposal of surplus material.
- B. Excavation and grading specified as incidental to work items in other sections of these specifications will not be included in this section.

1.2 DEFINITIONS:

- A. **UNCLASSIFIED EXCAVATION** - Unclassified excavation is defined as all excavation regardless of the type, nature, or condition of the materials encountered.
- B. **RELATIVE COMPACTION**: The ratio, in percent, of the as-compacted field dry density to the laboratory maximum dry density as determined by ASTM D 1557 ASSHTO T-180 directed by the engineer.
- C. **OPTIMUM MOISTURE CONTENT**: Determined by the ASTM D 2216 standard specification to determine the maximum dry density for relative compaction.
- D. **PERMITTED LANDFILL** - A permitted landfill is defined as any solid waste landfill which has been approved and granted a permit for receiving the type(s) of material being deposited, from the Agency having jurisdiction.
- E. **CONTROLLED DENSITY FILL (CDF)**: A rippable, cementuous, mineral and water mixture placed in an open excavation in lieu of aggregate or soil backfill, and as specified.

1.3 SITE CONDITIONS:

- A. Submission of a Proposal shall be conclusive evidence that the Bidder has investigated the site and is satisfied as to the conditions to be encountered, the character, quality and quantity of work to be performed to complete the construction as specified.

PART 2 PRODUCTS**2.1 BORROW AND EMBANKMENT MATERIALS:**

- A. The Contractor shall provide embankment and borrow materials of approved earth, sand, gravel or rock, or combination thereof, free of peat, humus, muck, vegetative matter, organic matter or other materials detrimental to the construction of firm, dense, and sound embankment.

2.2 CONTROLLED DENSITY FILL (CDF):

- A. Controlled density fill (CDF) shall be as specified in Section 2050 CEMENTIOUS PATCHING & GROUTING MATERIALS.

2.3 AGGREGATE FILL:

- A. Imported aggregate fill shall be of the class, type, and designated gradation specified on the plans and shall otherwise conform to Section 2300 AGGREGATES.

PART 3 EXECUTION**3.1 PRESERVATION OF EXISTING IMPROVEMENTS:**

- A. The Contractor shall conduct operations in a manner that will protect any and all existing facilities in accordance with Article E(8) of the General Conditions and as directed by the Engineer.

3.2 EXCAVATION OF EXISTING FACILITIES:

- A. The Contractor shall remove remaining ends of abandoned pipes or portions of other items partially removed under this work, which would be left, exposed on side slopes or at subgrade, to a minimum of 1-foot beyond or below the finished slope or subgrade. Abandoned pipes shall be capped or plugged watertight.

3.3 OVER EXCAVATION:

- A. The Contractor shall remove unsuitable subgrade material as directed. Excavation below subgrade shall be of the same classification as that above subgrade provided it is removed in the same operation as the excavation above subgrade. When the street excavation has been completed and it is required to move equipment in to excavate unsuitable material, or where special equipment is required, the work shall be performed as directed and will be paid for as over excavation.
- B. Excavation made below grade without authorization shall be restored to grade by the Contractor, as directed, at no expense to the Owner.
- C. The Contractor shall remove any material which is excavated, displaced, or loosened outside and beyond the required slopes, lines, or grades, regardless of whether the over break is due to blasting, to the inherent character of any formation encountered, or to any other cause. Removal and disposal of over break, and replacement with approved materials, shall be by the Contractor at no expense to the Owner except in cases where the Engineer determines that such over break was unavoidable.

3.4 USE OF EXPLOSIVES:

- A. Blasting is prohibited unless approved in writing from the Engineer.

3.5 EMBANKMENT CONSTRUCTION:

- A. Embankment construction shall include preparation of the areas upon which embankments are placed, construction of dikes, and the placement and compaction of approved embankment

material for replacement of unsuitable material and filling of holes, pits, and other depressions within the street area.

- B. The Contractor shall place embankments and fills in horizontal layers of 8-inches maximum depth and compact each layer to the density specified.
- C. In the immediate vicinity of curbs, walks, driveways, inlets, manholes and similar structures, in holes, and where the normal compacting equipment cannot reach embankment and fill materials, the Contractor shall compact to specified density by approved methods.
- D. When the excavated material is predominately of rock too large to be placed in the thickness prescribed, the material may be placed in thickness up to the average rock dimension not to exceed 3-feet. Each layer will be leveled and smoothed by distribution of spalls and finer fragments or earth.
- E. Where end dumping is employed, direct end dumping on the previously constructed layer of embankment will not be permitted. Rock shall be dumped on the layer of embankment being constructed and dozed ahead into place. The large rock shall not be placed where it will project above an elevation 2-feet below the finished grade.
- F. When a rock fill is placed over any structure, the structure will be covered and compacted with a minimum of 2-feet of earth or other approved material before the rock is placed.
- G. Embankments shall not be constructed when the embankment material or the foundation on which the embankment would be placed is frozen.

3.6 LINE AND GRADE:

- A. Finished line and grade shall be compacted, smooth and free of irregularities and within plus or minus 0.05-feet of that shown on the plans for soil and aggregate grading.

3.7 COMPACTION:

- A. The density of compacted materials in place will be 95-percent of AASHTO T-180 or as specified on the Plans or in the Special Provisions.
- B. The Contractor shall water the materials to provide optimum moisture for compaction of embankments and backfills. Embankment or backfill materials shall not be placed in final position until moisture in excess of optimum moisture has been removed. Field moisture content shall be tested in accordance with ASTM D 3017.
- C. If approved materials meeting the specifications cannot be compacted to the required density regardless of compactive effort or method, the Engineer may reduce the required density or direct that alternate materials be used. In no case shall earthwork operations proceed until the Contractor is able to compact the material to the satisfaction of the Engineer.

3.8 DISPOSAL OF EXCAVATED MATERIAL:

- A. Excavated material in excess of that needed to complete the work shall be disposed of at no expense to the Owner.
- B. All waste material shall be deposited in an approved and/or "Permitted" landfill as defined herein.

3.9 DEWATERING:

- A. Dewatering shall conform to the requirements as outlined in Article H.6 of the General Conditions of the City of Woodburn, OR.

3.10 SHORING:

- A. Shoring, sheeting and bracing of trenches and pits shall conform to Article H.5 of the General Conditions of the City of Woodburn, OR.

3.11 MEASUREMENT AND PAYMENT:

- A. Items will be paid based upon the unit price in the Bid and as measured in the field. If no Bid Item exists for this type of work it is considered incidental to the work.

PART 4 TESTING**4.1 EMBANKMENT AND BORROW MATERIAL:**

- A. At the direction of the Engineer a sample of the material shall be taken and tested by a qualified testing laboratory for gradation.
- B. The Engineer may test material for density and moisture content of in place material.
- C. Line and grade shall be checked by the Engineer prior to approval of any completed lift of embankment material before the next or differing material can be placed.

4.2 CONTROLLED DENSITY FILL (CDF):

- A. CDF shall be tested in conformance with ASTM D4832, latest revision.

END OF SECTION

PART 1 GENERAL

1.1 SCOPE:

- A. This Section covers work necessary to clear, remove and dispose of all debris and vegetation such as stumps, trees, logs, roots, shrubs, vines, grass and weeds within the designated limits, to preserve from injury or defacement such objects and vegetation as are designated to remain in place, and to perform final clean-up of the area.
- B. Clearing is defined as cutting of trees, brushes, vines, and other vegetative growth at or above ground surface and removal from the site of all such cut or down vegetation.
- C. Grubbing is defined as removal of vegetation growth and natural wooden items remaining at or below ground surface following the clearing operation.
- D. Review with the Engineer the location, limits, and methods to be used prior to commencing work under this Section.
- E. Removal of man-made structures, including, but not limited to, concrete slabs, walls, vaults, footings, asphaltic surfaced areas, and graveled areas, shall be included in payment for excavation.

PART 2 PRODUCTS

2.1 GENERAL:

- A. All equipment shall be in good working condition and safe to operate in Public Rights-of-Way.
- B. Explosives shall not be allowed for grubbing work unless the following conditions can be proved to the Engineer.
 - 1. Blasting will in no way pose any danger to people, structures, utilities, etc., in, around, under, and/or adjacent to the project area.
 - 2. Blasting is cost effective to the Owner and will comply with condition No.1.
 - 3. The Contractor can prove he is insured to cover the proposed demolition and has met conditions No.1 and No.2.
 - 4. The Contractor, or his subcontractor, can supply a resume' of prior work using the proposed explosives in a safe manner.

PART 3 EXECUTION

3.1 GENERAL:

- A. All trees, designated to be removed, shall be considered salvage for the Contractor.

3.2 PROTECTION OF EXISTING VEGETATION:

- A. Protect all trees, shrubbery, and other vegetation, not designated for removal, from damage caused by the work. Cut and remove tree branches only where approved. When directed, remove branches other than those required to provide a balanced appearance of any tree. Seals from removal of branches shall be treated with an approved tree sealant.

3.3 CLEARING:

- A. Clear all area above the natural ground surface of all vegetable growth and objectionable materials, and cut timber and timber growth so that no stump extends above ground surface more than 6-inches.
- B. Stockpile all material free of roots, vines, branches, and the like that may be used as unclassified backfill.

3.4 GRUBBING AND STRIPPING:

- A. On excavation areas, remove all roots and embedded wood to a depth not less than 6-inches below subgrade or slope surface through which excavation is required.
- B. On areas to be occupied by embankments, remove all roots and embedded wood to a depth not less than 1 foot below subgrade or slope surface on which the embankment is to be constructed.

3.5 DISPOSAL OF WASTE MATERIAL:

- A. Remove and dispose of all waste materials of debris. When burning is permitted by law, pile all trees, stumps, brush, roots, and similar combustible material within the cleared area and dispose of by burning, subject to air quality standards and permits. Remove all waste material from the site when burning is not permitted, when not combustible, or when not practicable to burn.

3.6 BACKFILLING AND CLEAN-UP

- A. In areas not subject to future excavations or filling, fill all holes and depressions caused by clearing and grubbing with material acceptable to the Engineer and reshape area to conform to adjacent undisturbed topography.
- B. Leave work area in a clean condition, free from litter and debris.

3.7 MEASUREMENT AND PAYMENT:

- A. Clearing and grubbing will be paid for at the unit price as in the Bid for the quantity of work accomplished and measured in the field.

PART 4 TESTING

4.1 GENERAL:

- A. The Engineer shall require any testing necessary to ensure work has been performed in the manner specified in accordance with recognized standard testing and lab procedures.

END OF SECTION

PART 1 GENERAL

1.1 SCOPE:

- A. This Section covers all work, materials, equipment, and labor necessary to conduct construction operations so as to offer the least possible obstruction to the public.
- B. The purpose of traffic control is to make a safe work site for construction crews and to safely convey traffic from one end of the work site to the other and to protect pedestrian traffic during off work hours.
- C. Reference General Conditions, Article E(10).

PART 2 PRODUCTS

2.1 GENERAL:

- A. Provide flaggers, barricades, lights, signs, pilot cars, and/or all traffic control devices necessary to adequately warn the public at all times of existing conditions on all streets within the project construction area by signs and/or door hanger notices.
- B. If the occasion arises that the Contractor should like to change the traffic control plan from that which is shown on the drawings, he shall submit a shop drawing outlining those changes to the Engineer 48-hours in advance of the proposed closure.

PART 3 EXECUTION

3.1 GENERAL

- A. Patrol the project area at the start of every workday to ensure that all signs barricades and traffic control devices are in-place, appropriate, and of sufficient quantity to protect the crew and guide and flow of traffic.
- B. Patrol the work site at the end of the day to ensure proper safety devices are in-place and operating correctly. As well as to ensure that devices no longer in effect are taken down.
- C. The Contractor shall provide the name and phone number of the individual who will be responsible for maintaining traffic control devices during evenings and weekends.
- D. Contractor shall maintain at least one lane of traffic through work zone at all times unless a detour route has been approved per a submitted traffic control plan.

3.2 FLAGGING:

- A. Flaggers shall be certified and have the appropriate temperament for the work. Attacking passing vehicles for any reason is unacceptable and will result in that flagger being bared from the work site.

- B. "FLAGGER AHEAD" sign(s) shall never be in place unless the flaggers are on duty.
- C. Flaggers shall be relieved by another certified flagger only.
- D. Flagging shall be utilized when the crew is placing traffic control devices or removing them.

3.3 TRAFFIC CONTROL DEVICES:

- A. Traffic control devices shall be placed in accordance with the approved traffic control plan and the M.U.T.C.D. as it applies to the project.

3.4 MEASUREMENT AND PAYMENT:

- A. Traffic control will be paid for based upon the unit price as stated in the Bid.
- B. Progress payments will be made based upon the completed percentage of work accomplished.

PART 4 TESTING - NOT USED

END OF SECTION

PART 1 GENERAL

1.1 SCOPE:

- A. This Section covers the work necessary to establish lawns by means of seeding or sod, planting of ground covers, fertilizing, weeding, placement of top soil - trees, shrubs and plants, maintenance of planted areas, irrigation systems and drain-ways complete.

PART 2 PRODUCTS

2.1 GRASS SEED:

- A. All seed products shall be handled in accordance with Oregon State laws and the U.S. Department of Agriculture rules and regulations under the Federal Seed Act.
- B. Seed shall be from the latest crop available and further shall be tested blue tag stock.
- C. Containers shall bear a label showing the seed variety, percentage of purity, germination, maximum weed content, date of test (within nine months of the delivery date), as set forth in the General Seed Certification Standard by the Oregon State University Certification Board.
- D. Mold or evidence of container having been wet or otherwise damaged will be cause for rejection of each lot of seed.

2.2 GRASS SOD:

- A. Provide grass sod from certified or approved source, strongly rooted and free of pernicious weeds.

2.3 PLANTS:

- A. Provide plants which are nursery grown and are sound, healthy, vigorous, and free from insects, diseases, and equal to or exceeding measurements specified. Provide sizes and methods of handling according to the code of standards recommended by the AAN.
- B. Names specified and/or shown on the drawings conform to standardized names of the American Joint Committee on Horticultural Nomenclature. Names of varieties not included therein conform to names generally accepted in the nursery trade.

2.4 IMPORTED TOP SOIL:

- A. Where imported topsoil is specified in the Contract Documents, provide natural, fertile, friable topsoil, representative of local productive soil, and 90-percent free of clay lumps or other foreign matter larger than 2-inch diameter, not frozen or muddy, with a pH 5.0 to 7.0, and not less than 3-percent humus as determined by loss on ignition of moisture-free samples dried at 100^o C.
- B. Imported topsoil shall be free of quack grass, horsetail, and other noxious vegetation and seed.

Should such regenerative material be present in the soil all resultant growth, both surface and root, shall be removed by Contractor within one (1) year of acceptance of the work at no expense to the Owner.

2.5 SAND:

- A. Sand shall be inert material, washed and reasonably free of clay, loam, shale, alkali, vegetable matter, and other deleterious matter occurring either free or as coating particles.
- B. Do not mix sand from differing geological sources.

2.6 PEAT:

- A. Use a peat consisting of natural residue formed by decomposition of reeds, sedges, or mosses from freshwater site, free from lumps, roots, and stones, absorbing at least four times its dry weight of water, organic matter not less than 90-percent on a dry weight basis, and maximum moisture content at time of delivery of 65-percent by weight.

2.7 LIME:

- A. Provide a lime composed of ground dolomitic limestone not less than 85-percent total carbonates and magnesium, ground so that 50-percent passes #100 sieve and 90-percent #20 sieve. Coarser material will be acceptable provided the specified rates of application are increased proportionately on the basis of quantities passing #100 sieve.

2.8 UNDERDRAINS:

- A. Underdrains shall be of PVC slotted drainpipe, Schedule 80 and 4-inch diameter. Pipe shall have a minimum of 4 rows at 0.010-inch openings minimum and spaced at a maximum of 0.025-inch per opening. Aardvark, flush joint thread, conforming to ASTM F480 or equal will be acceptable.
- B. All fittings, bends and appurtances shall be of same manufacturer or approved as a substitute by the Manufacturer.

2.9 IRRIGATION SYSTEMS:

A. PIPE.

- 1. Use PVC pipe (SDR-PR), conform to ASTM D2241, and use fittings of PVC with deep socket dimensions conforming to ASTM D2466.
- 2. When using copper pipe, Type K soft copper, conforming to ASTM B88, with commercially pure wrought copper solder joint fittings. Make joints with 95-5 wire solder, ASTM B 32, Grade 95 TA. The use of cored solder will not be permitted.

B. GATE VALVES.

1. Install the following gate valves: to and including 3-inch with bronze bodies, 4-inch and larger with either bronze or iron bodies, all with bronze, all with bronze stems, bronze seat rings, and bronze disc faces, conforming to ASTM B62.

C. PRESSURE REDUCING VALVES.

1. Use adjustable, heavy duty bronze, with approved stainless steel or Monel strainer to permit quick cleaning or replacement without dismantling or removing the valve from the line and with integral or independent union.

D. CONTROL VALVES.

1. Provide manual control valves of brass or bronze for underground installation, with cross or slot type handle for operation with a standard key, removable bonnet and stem assembly, adjustable packing gland, rising stem to assure full opening of valve, renewable disc-type washer seat, and integral or independent union for supply line connections.

E. QUICK-COUPLING VALVES.

1. Supply one-piece body type, locking cap, body of approved heavy duty brass or bronze, watertight before and after the coupler is inserted, and designed so that the valve seat is closed before the coupler is removed. Provide valve couplers, keys, and hose swivels of compatible design to quick-coupling valves.

F. RISERS.

1. Connect sprinkler heads and quick-coupling valves to galvanized steel pipe water supply lines with galvanized steel pipe risers. Heads and valves connected to plastic pipe water supply lines shall, in addition, be provided with an approved swing joint.

G. VACUUM BREAKERS.

1. Install bronze-bodied machined valve seat, with working pressure rating to 150 psi. Provide pressure type vacuum breaker as an assembly consisting of vacuum breaker as an assembly consisting of vacuum breaker, two gate valves, check valve union, and nipples, as approved.

H. BACKFLOW PREVENTERS.

1. Use either reduced pressure or double check valve assemblies, as shown, of a type and size approved by the Engineer and in compliance with State and local Plumbing Codes.

2.10 FERTILIZER:

- A. Fertilizer shall be non-chemical, organic type.

- B. Contractor shall submit his proposal for organic fertilizer to the Engineer for approval at or before the Pre-Construction Conference.

2.11 TIE-DOWNS:

- A. Use one or more of the following as needed:
 - 1. Wood stakes, 2-inch by 2-inch by height as needed, clear straight cedar, or approved equal.
 - 2. Wire for guys, or for fastening trees to stakes, of 12-gauge, pliable galvanized steel.
 - 3. Hose for guy wire encasement, of 2-ply reinforced rubber garden hose, minimum 1/2-inch diameter new or used.
 - 4. Turnbuckles, zinc-coated, with a 6¹/₂-inch lengthwise opening, 3/8-inch diameter threaded openings fitted with screw eyes.
 - 5. Wrapping material of first quality, burlap, minimum 8-ounce weight, 6-inches to 10-inches in width.
 - 6. Eye-bolt masonry anchors of galvanized steel, with galvanized shield of slush shield for setting into masonry joint or concrete.

PART 3 EXECUTION

3.1 GENERAL:

- A. Conform to manufacturer's and supplier's recommendations and instructions and to accepted industry standards.

3.2 DELIVERY, HANDLING, AND STORAGE:

- A. Deliver sod immediately on lifting and after lawn bed is prepared for planting. Protect sod from drying by covering during delivery to protect from sun and wind. Store materials only in areas of site designated.
- B. If sod is not laid within two days of delivery, spread out flat with grass side up in a cool place and kept moist. Rolled or stacked sod that becomes yellow will not be accepted.

3.3 SOIL TEST

- A. If it is deemed necessary, by the Engineer, a soil test will be made on a sample of the native material by a certified laboratory for chemical analysis and recommendations for soil improvement.
- B. If required, the soil test will be done at no expense to the Contractor.

3.4 PREPARATION OF SUBGRADE:

- A. After rough grading is completed and before topsoil is spread, apply lime and/or super phosphate as determined by soil analysis.

3.5 UNDERDRAINS:

- A. Underdrains shall be sloped at 1/4-inch per foot, unless otherwise shown on plans.
- B. Underdrains shall be enveloped in filter fabric and drain rock as specified in SECTION 2200 of these specifications.

3.6 SEEDING:

- A. Plant grass seed only at times when local weather and other conditions are favorable to the preparation of the soil and to the germination and growth of grass seed. Sow grassed areas evenly with a mechanical spreader at a rate of one pound per 300 square feet, roll with cultipacker to cover seed, and water with fine spray. Method of seeding may be varied, as approved, however, responsibility to establish a smooth, uniformly grassed area will not be waived.

3.7 SOD:

- A. Before sod is laid, correct soft spots and irregularities in grade of prepared bed, as approved. Lay so that no voids occur and tamp or roll, brush or rake screened topsoil with no lumps or stones larger than 3/4-inch over sodden area. Water sod thoroughly. Complete sod surface true to finish grade even and firm. On slopes steeper than 1:2, fasten sod with wooden pins 6-inches long driven through sod into soil flush with top of sod at approved intervals.

3.8 TREES, SHRUBS, AND GROUND COVER:**A. DELIVERY, PREPARATION, AND STORAGE.**

1. Dig plants with firm, natural balls of earth of diameter and in depth sufficient to encompass the fibrous and feeding root system required for full recovery of plant. Firmly wrap balls with burlap and bind with twine, cord, or wire mesh. Where necessary, to prevent breaking or cracking of ball during process of planting, or where the tree exceeds 4-inches in diameter, secure ball to a platform.
2. Dig bare root plants to remove earth with the least possible injury to fibrous root system. Cover roots with thick coating of mud by submerging or wrapping in wet straw, moss, or other suitable packing material immediately after digging for protection until delivery.
3. Furnish container grown plants with self-established root systems sufficient to hold earth together after removal from container but not root-bound, grown for at least three months in container.
4. If plants are not in dormant state, spray with anti-desiccant to cover foliage as

recommended by manufacturer, prior to digging plants. During shipment, protect plants with tarpaulin or other approved covering to prevent excessive drying from sun and wind.

5. Cover balls of balled and burlapped plants, and containers of container grown plants which cannot be planted immediately upon delivery with moist mulch to protect from drying. Plant or heel-in bare root plants immediately upon delivery. Water plants as necessary to prevent drying until planted. Do pruning only at time of planting.
6. Open and separate all bundles of heeled-in bare root plants before the roots are covered. Avoid leaving air pockets among roots.

B. SOIL CONDITIONING.

1. If soil test is required by the Engineer and indicates soil conditioning is required, Contractor shall thoroughly mix topsoil with conditioning agent as directed by soil report and manufacturer's directions.

C. PLANTING PROCEDURE.

1. Locate new planting where shown, except make approved adjustments where obstructions below ground are encountered or where changes have been made in the construction. Place no planting, except ground cover, closer than 18-inches to pavements and structures. Dig plant pits and have soil mixture for planting ready before plants are delivered. Excavate circular pits with vertical sides a minimum of 1-foot greater than the diameter of the ball. For trees, shrubs, and vines excavate pits to depth sufficient to accommodate ball or roots when plant is set to finished grade. Place 3-inches of compacted soil mixture in the bottom of pit. Set plants upright and face as approved to give the best appearance or relationship to adjacent structures. Do not pull burlap from under balls. Remove wire and surplus binding from top and sides of balls. Spread roots in normal position. Cut all broken or frayed roots off cleanly. Place prepared soil mixture and compact carefully to avoid injury to roots and to fill voids. When hole is nearly filled, add water as necessary and allow it to soak in. Fill hole to finished grade and form shallow saucer around plant by placing ridge of topsoil around edge of pit 2-feet greater than diameter of ball. After ground settles, fill with additional soil to level of finished grade.
2. Plant trees before surrounding smaller plants and covers are placed. Position trees as shown or, where spacing dimensions or locations are not clear, as approved
3. Plant shrubs on centers as shown, with spacing adjusted if required to evenly fill bed using specified quantity of plants.
4. Plant hedges on centers as shown. Excavate trenches a minimum of 4-inches deeper and 12-inches wider than spread of roots or diameter of balls. Make adjustments to spacing if necessary to fill trench evenly with the quantity of plants shown.
5. Plant ground covers in beds having minimum 8-inches of prepared soil mixture. Treat

ground cover beds after preparation for planting, but before any plants are installed within bed area, with soil sterilant to destroy weed seeds. Apply according to manufacturer's directions delaying planting for the recommended minimum period to allow dissipation of herbicide. Space plants as shown. Mulch and water immediately after planting.

6. Plant bulbs in ground cover beds to recommended depths for each bulb type as shown.
7. Provide trees and planting beds with 2-inch layer of organic within two days after planting and keep at this depth throughout maintenance period. Cover beds with stone mulch where shown to a depth of 4-inches. Mulch to entirely cover area of saucer around each tree.

D. DRAINAGE OF PITS AND BEDS.

1. Furnish subsoil drainage where shown. Dig trenches with vertical sides and smooth bottoms a minimum of 12-inches wide and 6-inches below tree balls, or 18-inches below finished grade at highest end of drain.
2. Lay filter fabric snugly in trench against native excavation and the place drain rock bedding material to grade. Bed drainpipe firmly, lay true to grade with minimum slope of 0.0208-feet-per-foot (1/4-inch per foot) and connect to approved outlet or discharge at grade.
3. Backfill trench with drain rock to a minimum of 4-inches above the top of drain pip, or as shown on plans, then overlay filter fabric on top.
4. Complete backfilling with approved native material and topsoil to finish grade as shown on plans.

E. PRUNING AND REPAIR.

1. At completion of planting work, prune and repair injuries to all plants. Limit amount of pruning to minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of planting operations. Do not change natural habit or shape of plant. Make cuts flush, leaving no stubs. On all cuts over 3/4-inch in diameter and bruises or scars on bark, trace the injured cambium back to living tissue and remove. Smooth and shape wounds so as not to retain water. Coat with approved tree wound paint.

3.9 IRRIGATION SYSTEMS

A. GENERAL.

1. Install components of the irrigation system as shown and as recommended by the equipment manufacturers. All sprinkler run outs shall be evenly graded to the drain points shown. Piping beneath paved areas shall have a minimum cover of 30-inches.

B. PVC PIPE.

1. Cut, make up, and install PVC pipe, sprinkler heads and valves in accordance with the manufacturer's recommendations, as approved.
2. Bed PVC pipe in sand, as shown and backfill to a minimum of 2-inches above the pipe with sand.
3. Flush out system thoroughly before installing sprinkler heads. Adjust flow on each head for proper coverage.
4. Do not lay pipe when ambient temperature is less than 40 degrees F.

3.10 MEASUREMENT AND PAYMENT:

- A. All landscaping work and products shall be paid for at the unit price established in the Bid for work completed and field verified and/or measured.

PART 4 TESTING**4.1 GENERAL:**

- A. **IRRIGATION SYSTEM** - When irrigation system is installed, complete, a line test of the working pressure will be performed in accordance with SECTION 5000 of these specifications.
- B. All other products shall be tested at the discretion of the Engineer for conformance with these specifications and in accordance with standard testing and lab practices.

END OF SECTION

PART 1 GENERAL

1.1 SCOPE:

- A. This work consists of cleaning and removal of all refused and unused materials resulting from the work and preparing the project site for acceptance by the Owner.
- B. Reference General Conditions, Article E(16).

PART 2 PRODUCTS

2.1 GENERAL:

- A. The Contractor shall provide all equipment, tools, and materials necessary to accomplish the work.

PART 3 EXECUTION

3.1 SURFACE DRESSING:

- A. Slopes, sidewalk areas, planting areas, ditches, and streets shall be smoothed and dressed to the required cross section and grade elevation without damaging the work or existing improvements, trees and/or shrubs.
- B. Upon completion of the cleanup, the project shall appear uniform in all respects. Existing planting areas shall be graded to match the elevation of the new structures, with allowance made for settlement.

3.2 CLEANING DRAINS:

- A. Drainage facilities such as inlets, catch basins, culverts and open ditches shall be cleaned of all excess material or debris resulting from the work.

3.3 CLEANING PAVED SURFACES AND APPURTENANCES:

- A. Pavement surfaces, curbs, gutters, walls, sidewalks, manhole covers, monuments, poles, vaults, signs and other items within the limits of the project shall be cleaned as directed.

3.4 RESTORING PLANTED AREAS:

- A. Former grassed and planted areas shall be hand raked and dragged to be free from rocks, gravel, clay or any other foreign material, and ready in all respects for seeding.
- B. The final surface shall be free draining and free from holes, rough spots, or other surface features detrimental to a seeded or sodden area.

3.5 RESTORING STAGING, BORROW, AND DISPOSAL AREAS:

- A. Uprooted stumps, felled trees, rock, discarded materials, rubbish and debris shall be removed. Equipment, tools and supplies shall be removed and the areas restored to a neat and orderly

condition.

3.6 DISPOSAL OF WASTE MATERIAL:

- A. Excess excavated material or construction debris shall be removed and disposed of in an approved (Agency permitted) landfill. Where brush, tress and other vegetative matter has been disturbed, which are beyond the limits of the project site, the Contractor shall remove and restore as directed by the Engineer at no cost to the Owner.

3.7 REMOVAL OF TEMPORARY SIGNS:

- A. Warning, regulatory, guide or project signs shall not be removed prior to formal acceptance, except as directed.

3.8 REPLACEMENT OF PERMANENT SIGNS:

- A. Permanent roadway signing removed during the course of the work shall be replaced as directed by the Engineer.

3.9 MEASUREMENT AND PAYMENT:

- A. Payment will be based upon the unit price as stated in the Bid.
- B. If unstated as a Bid item then work is incidental to the Contract work.

PART 4 TESTING

4.1 GENERAL:

- A. Testing will be defined as a visual inspection or as determined appropriate by the Engineer for compliance to these specifications.

END OF SECTION

PART 1 GENERAL

1.1 SCOPE:

- A. This Section identifies requirements for erosion prevention and sediment control. The emphasis of this Section is to prevent and reduce adverse impacts to the drainage system in the City Of Woodburn, OR.
- B. The Contractor shall inform himself of any and all state, county or federal regulations in this matter and ensure he is in compliance.

1.2 EXISTING VEGETATION:

- A. The Contractor shall as far as is practicable, protect and leave in place the existing vegetation. Strict adherence to the limits of the approved Erosion Prevention Control Plan and as flagged in the field is required.
- B. Where existing vegetation has been removed, new vegetation shall be established as soon as is practicable.

PART 2 MATERIALS

2.1 CHECK DAMS:

- A. SAND BAGS may be used for check dams when constructed of clean, washed sand and placed in bags, which will contain 100-percent of the fill sand. Bags shall be 24 x 12 x 6-inch and made of weather resistant tightly woven Geotextile fabric. Filled bags shall not weigh less than 75-lbs each.
- B. ROCK – Shall be well-graded gravel or crushed rock, 2-inch max. diameter and less than 5-percent fines reasonably free of all organic material. Rock shall be graded so as to allow for maximum permeability while slowing water to allow for particle settlement.
- C. PREFABRICATED SYSTEM – A manufactured system specifically designed to, settle out suspended particles, slow water and is approved by the Engineer. Field fabricated systems are not allowed.
- D. BIO-FILTER BAGS – Bio-filter bags shall be clean 100-percent recycled wood product waste. Standard size 10 x 8 x 30-inches, weight approximately 45-lbs, with ½-inch plastic netting. Provide (2)-1 x 2-inch fir or pine stakes per bag.

2.2 SEDIMENT FENCE:

- A. FABRIC FENCE - Standard or heavy-duty sediment fence, woven filter fabric having a manufactured stitch, only, shall be allowed. Woven filter fabric shall meet the requirements for, Type 2, Drainage Geotextile in Section 2200 (2.4)(Table A-1).
- B. FENCE POSTS - Barrier post shall be (2 x 2)-inches x 4-foot fir, pine or steel fence posts.

2.3 TEMPORARY/PERMENANT SEEDING:

- A. Contractor shall supply a standard grass and/or legume seed mix for erosion control purpose specific to this type of application and region, as follows, or equal.
1. Dwarf Grass Mix:
Dwarf Perennial Ryegrass, 80% by wt.
Creeping Red Fescue, 20% by wt.
Application rate: 100 lbs min. per acre
 2. Standard Height Grass Mix:
Annual Ryegrass, 40% by wt.
Turf-type Fescue, 60% by wt.
Application rate: 100 lbs min. per acre
- B. Seed supplied shall be by Pure Live Seed (PLS) weight and certified as outlined in the OSU Extension Certified Seed Handbook (latest revision). Certification ticket or bag label shall have the following information on it to be accepted at the site.
1. Origin
 2. Kind and varieties of 3% or more by weight.
 3. Percent of germination.
 4. Percent of pure seed – free of dirt, dust, chaff, straw, empty kernels, weeds, other crops and/or etc.
 5. Percent of other crop – seed other than as labeled.
 6. Percent inert matter – by wt.
 7. Percent weed seed – legally defined weed seed, by wt.
 8. Percent noxious weed seed – legally defined noxious by wt.
 9. Percent hard seed – percent not germinated by end of test period.
 10. Test date – month/year.
 11. Name and address of labeler.
 12. Name and number per pound of restricted noxious weed seeds present.
 13. Lot weight.
- C. Lots showing Oregon prohibited weeds are not approved.

PART 3 EXECUTION**3.1 GENERAL:**

- A. Inspect all erosion control measures once weekly on active sites, bi-weekly on inactive sites, and immediately following a rain event with rainfall greater then 0.5-inches.

3.2 CHECK DAMS:

- A. Construct check dams in accordance with the Plans and details provided herein.
- B. Overlap check dams on the downstream side of flow.

- C. Never allow sediment to accumulate more than 1/3 of the check dam height.
- D. Sand bags shall NOT be staked.
- E. Replace/repair damaged check dams as soon as damage is observed.

3.3 SEDIMENT FENCE:

- A. Shall be installed 3-feet minimum, measured horizontally, from the toe of slope.
- B. Place support posts a maximum of 6-feet apart and drive at least 12-inches, into the ground.
- C. Sediment shall not accumulate more than 1.5-feet behind fence.
- D. Bury fabric 6-inches below grade in a trench along support post line.

3.4 TEMPORARY/PERMANENT SEEDING:

- A. Seeding shall be placed prior to September 1.
- B. Apply seed immediately after seedbed preparation has been completed.
- C. Roughen soil by harrowing, tracking, grooving or furrowing.
- D. Seedbed shall be firm but not compacted and the top 6-inches shall be loose, moist and free of large clods and stones.
- E. Harrowing, tracking or furrowing shall be done parallel to contours across the face of the slope.
- F. Apply seed using calibrated seed spreaders to ensure uniform and specified rate.
- G. When seed and mulch are applied concurrently, double the application rate of the seed.
- H. Apply mulch to slopes of 3:1 or flatter when soils are highly erodible or grass growth is expected to be slow.

3.5 SURFACE ROUGHING:

- A. All slopes 3:1 or flatter shall be roughened by mechanical means.
- B. Track cleats/grousers shall be 1.5-inches in height or greater.
- C. Tracking shall be accomplished by driving equipment up and down the slope to create horizontal depressions or grooves.

3.6 HYDROSEEDING:

- A. Seed, fertilizer, mulch, tackifier, soil amendments, bond fiber matrix, and chemical stabilization can be applied in a one step procedure.

- B. Apply wood or cellulose fiber mulch, dyed green, without growth inhibiting factors, at a rate of 2,000 lbs/acre with a hydromulcher.
- C. Apply Bonded Fiber Matrix (BFM) on slopes up to 1:1 at a rate of 3,000 to 4,000 lbs/acre, depending upon soil type and irregularities.
- D. Re-tack and re-seed areas damaged by runoff or other detrimental attack.

3.7 DEWATERING:

- A. Dewatering shall conform to Article H.6 as outlined in the General Conditions of the City of Woodburn, OR.

3.8 GROUND COVER (MULCH):

- A. Apply mulch to newly seeded areas.
- B. Divert any concentrations of runoff from mulched areas.
- C. Mulch shall be applied at normal BMP rates and conditions for the soil type, terrain and seed used for this region and as defined by DEQ.

3.9 MEASUREMENT AND PAYMENT:

- A. Erosion control measures shall be paid for at the unit price as outlined in the proposal and for the work accomplished and measured in the field.
- B. Silt fence, hydro-seeding, seeding, and/or mulching may be separate bid items and shall be paid for at the unit price as outlined in the proposal for the work accomplished and measured to the nearest 0.1 units in the field.

3.13 SUBMITTALS:

- A. Submit the following along with submittals required in appendix "A";
 1. Manufacturer's data for grass seed.
 2. Manufacturer's data for Hydro-seed
 3. Manufacturer's data for mulch.
 4. Manufacturer's data for sediment fence materials.
 5. Manufacturer's data for check dam materials.
 6. Dewatering Plan with copy of permit issued by permitting agency.

PART 4 TESTING

4.1 GENERAL:

- A. The Engineer shall have access to any material for independent testing for conformance to these Specifications and DEQ BMPs.

- B. Contractor shall supply to the Engineer all test conformance data available from the manufacturer upon request.

END OF SECTION

APPENDIX A – SUBMITTALS CHECK LIST

APPENDIX “A”

Submittals of the following shall be delivered to the Engineer in accordance with Article D(13) of the General Conditions. *NOTE: This list is intended to be a useful guide to the Contractor and not necessarily a definitive list of all items that a submittal may be required on. If requested by the Engineer additional item(s) shall be delivered in the format outlined for review and approval.*

General Conditions:

- Signed Contract
- Signed Notice To Proceed
- Contractor’s personnel’s contact information & 24-hour emergency number
- Contractors Insurance Certificate(s)
- Schedule of work in flow chart format
- List of Subcontractors
- Traffic control plan
- Copies of government permits (Marion County Plumbing, others etc.)
- Signed Federal Form W-9

Division 2 – Materials:

- Bolts
- Bracing Hardware
- Wedge-Loc Bracing
- “T” post
- 2”x4” Mesh
- Buy American Certification of Materials of Origin

Division 3 – Site Work:

- Staging site Address
- Staking request
- Lawn sprinkler system and equipment
- Erosion/sedimentation control plan

Division 4 – Streets

Division 5 – Water

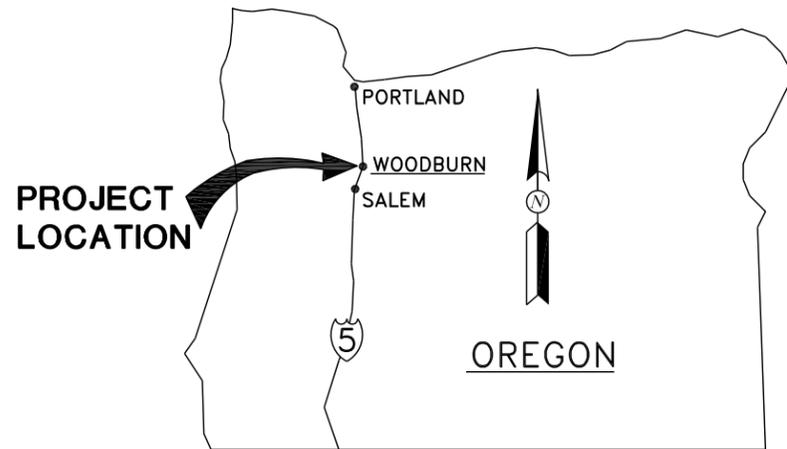
Division 6 – Sanitary Sewers

Division 7 – Storm Sewers

PART IV – PLANS

G-1	TITLE SHEET
G-2	CONSTRUCTION NOTES
C-1	CLEARING PLAN SHEET
C-2	CLEARING PLAN SHEET
D-1	FENCE DETAIL SHEET

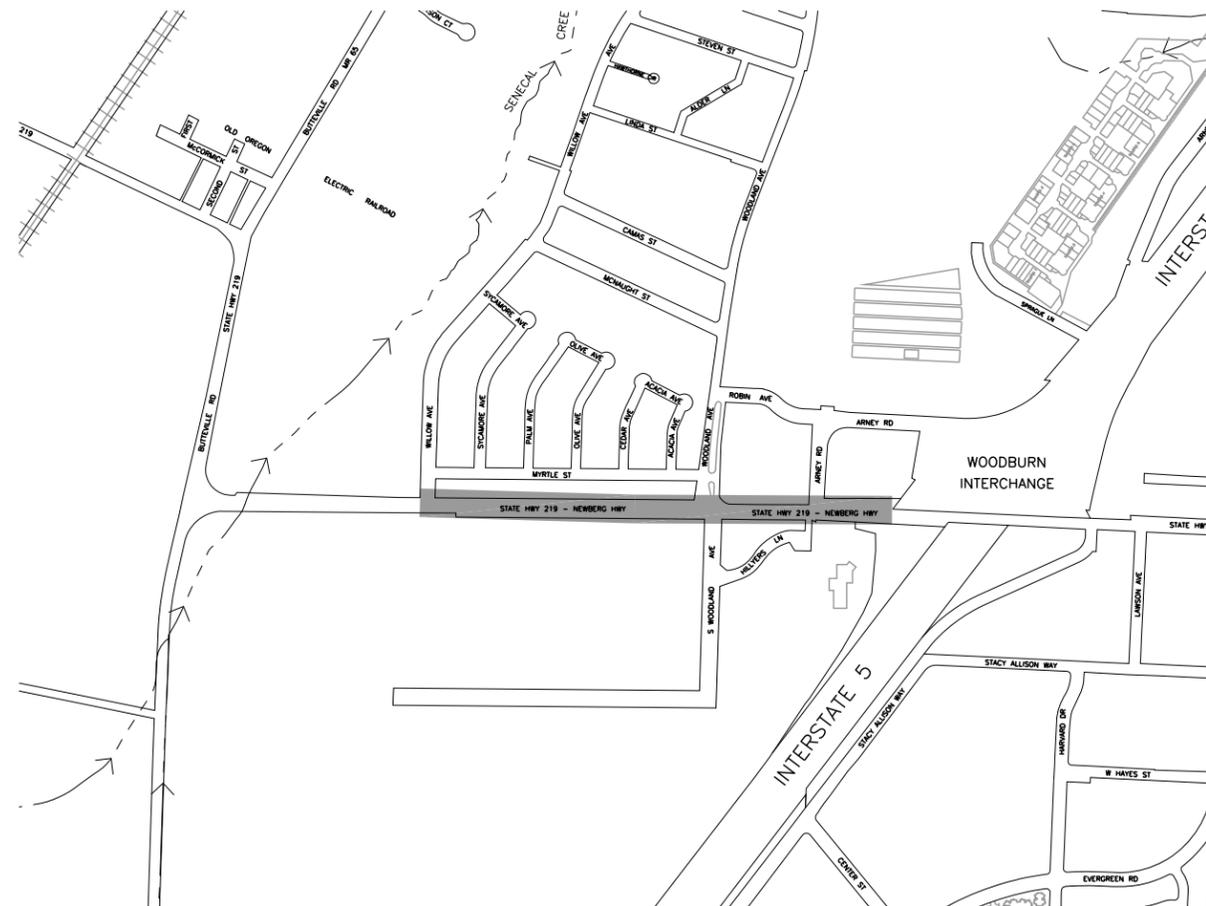
TREE REMOVAL AND FENCE INSTALLATION, WEST OF I-5 INTERCHANGE PROJECT No. 2013-009-12



PROJECT LOCATION

AREA MAP NTS

DATUM IS BASED ON CITY SURVEYING:



VICINITY MAP NTS

PROJECT LOCATIONS

INDEX OF DRAWINGS

SHEET NO.	TITLE	DWG NO.
1	TITLE SHEET	G-1
2	CONSTRUCTION NOTES	G-2
3	CLEARING PLAN	C-1
4	CLEARING PLAN	C-2
5	FENCE DETAIL	D-1

BID SET

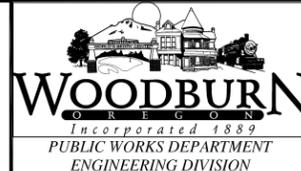
PLOT DATE: May 14, 2013



THIS BAR IS ONE-INCH ON ORIGINAL DRAWING.



DESIGNED: GK
DRAWN: GK
REVIEWED: DB
APPROVED: EL
HORIZONTAL DATUM: LOCAL
VERTICAL DATUM: LOCAL



REVISIONS:		

TREE REMOVAL AND FENCE INSTALLATION
WEST OF I-5 INTERCHANGE

TITLE SHEET

PROJECT NO.
2013-009-12

DATE
MAY 2013

DWG NO.
G-1

SHEET
1 OF 5

GENERAL NOTES:

1. CONTRACTOR SHALL CONFORM TO ALL CITY OF WOODBURN, OREGON DEPARTMENT OF TRANSPORTATION AND MARION COUNTY STANDARD SPECIFICATIONS, AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND OREGON ADMINISTRATIVE RULES (OAR), EXCEPT AS MODIFIED HEREIN. THE CONTRACTOR SHALL MAINTAIN ONE SET OF PLANS AND SPECIFICATIONS ON SITE DURING WORK HOURS.
2. UNLESS APPROVED IN WRITING, BY THE CITY ENGINEER, ALL WORK SHALL BE ACCOMPLISHED BETWEEN 7:00 AM AND 7:00 PM.
3. CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DRAWINGS AND SPECIFICATIONS, INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET APPLICABLE REQUIREMENTS AND PROVIDE A COMPLETE PROJECT.
4. RESTORATION SHALL BE COMPLETED TO ALL PROPERTIES THAT ARE AFFECTED DUE TO CONSTRUCTION ACTIVITIES. RESTORATION SHALL BE CONSIDERED INCIDENTAL TO THIS PROJECT.
5. CONSTRUCTION WILL BE RUNNING ADJACENT TO RESIDENTIAL PROPERTIES. OWNER/RESIDENTS SHALL BE AFFORDED ACCESS TO THEIR PROPERTIES AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR TO MAKE ALLOWANCES FOR ANY LOCAL DELIVERIES AND/OR GARBAGE PICK-UP. PROVIDE WRITTEN NOTICE TO ALL PROPERTY OWNERS AT LEAST 2 BUSINESS DAYS IN ADVANCE OF WORK IN AND OR CROSSING DRIVEWAYS.
6. ANY INSPECTIONS BY THE ENGINEER AND/OR HIS REPRESENTATIVE SHALL NOT, IN ANYWAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH APPLICABLE CODES AND AGENCY REQUIREMENTS.
7. CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, AND TRAFFIC CONES PER THE CITY APPROVED TRAFFIC CONTROL PLAN AND IN ACCORDANCE WITH THE MUTCD (INCLUDING OREGON AMENDMENTS). ALL TRAFFIC CONTROL DEVICES SHALL BE APPROVED AND IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITY. CONTRACTOR SHALL NEVER LEAVE THE SITE IN A STATE THAT IS DEEMED, BY THE ENGINEER AND/OR OTHER APPROVED AGENT, TO BE A PUBLIC HEALTH OR SAFETY RISK.
8. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED PLAN DRAWINGS ON SITE AT ALL TIMES WHEREON HE WILL RECORD ALL APPROVED CHANGES AND/OR DEVIATIONS IN CONSTRUCTION FROM THE APPROVED DRAWINGS, AS WELL AS THE STATION AND DEPTHS OF ALL EXISTING UTILITIES ENCOUNTERED. THESE DRAWINGS SHALL ALWAYS BE AVAILABLE TO THE ENGINEER FOR INSPECTION.
9. UPON COMPLETION OF CONSTRUCTION OF PUBLIC FACILITIES, THE CONTRACTOR SHALL SUBMIT A CLEAN SET OF FIELD RECORD DRAWINGS CONTAINING ALL AS-BUILT INFORMATION TO THE ENGINEER.
10. THE CONTRACTOR SHALL PROCURE AND CONFORM TO DEQ STORM WATER PERMIT No. 1200C FOR CONSTRUCTION ACTIVITIES WHERE 1 ACRE OR MORE AREA IS DISTURBED.
11. CONTRACTOR MAY PROCURE WATER FROM A CITY FIRE HYDRANT ONLY AFTER APPROVAL OF THE ENGINEER, INSTALLATION OF BACKFLOW PREVENTER BY CITY DRINKING WATER SECTION CREWS, AND PAYMENT OF APPROPRIATE FEES TO THE WATER SECTION.
12. CONTRACTOR SHALL NOTIFY CITY AND ALL UTILITY COMPANIES A MINIMUM OF 2 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION ACTIVITIES AND COMPLY WITH ALL OTHER REQUIREMENTS OF ORS 757.541 TO 757.571.
13. CONTRACTOR SHALL CONFINE ALL PUBLIC IMPROVEMENT WORK TO THE DEDICATED RIGHT-OF-WAY AND UTILITY EASEMENT AREAS.
14. EROSION CONTROL, DUST CONTROL AND DRAINAGE CONTROL IS REQUIRED AT ALL TIMES. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL WORK, ADJACENT PROPERTIES AND ALL FACILITIES FROM EROSION AND SILTATION DURING THE COURSE OF THE WORK. DAMAGE TO EXISTING FACILITIES AND PROPERTIES DUE TO EROSION AND SILTATION SHALL BE CORRECTED AT THE SOLE EXPENSE OF THE CONTRACTOR.
15. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING DUST CONTROL MEASURES TO REDUCE DUST EMISSIONS.
16. THE LOCATION AND DESCRIPTIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE COMPILED FROM THE BEST AVAILABLE RECORDS AND FIELD SURVEYS. THE ENGINEER AND UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH RECORDS. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY.
17. THE CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES WHERE NEW FACILITIES CROSS. CONTRACTOR SHALL BE RESPONSIBLE FOR EXPOSING POTENTIAL UTILITY CONFLICTS FAR ENOUGH AHEAD OF CONSTRUCTION IN ORDER FOR THE ENGINEER TO MAKE NECESSARY GRADE MODIFICATIONS WITHOUT DELAYING THE WORK. ALL UTILITY CROSSINGS SHALL BE POTHOLED PRIOR TO EXCAVATING OR BORING TO MITIGATE POTENTIAL GRADE CONFLICTS. POTHOLING SHALL BE CONSIDERED INCIDENTAL TO THIS PROJECT.
18. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING PROPERTY AND STREET MONUMENTS PRIOR TO CONSTRUCTION. ANY MONUMENTS DISTURBED DURING CONSTRUCTION OF THE PROJECT SHALL BE REPLACED AND RECORDED BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
19. CONTRACTOR SHALL BE AWARE THAT OTHER UTILITIES ARE TO BE RELOCATED BY OTHERS IN SAME AREA OF CONSTRUCTION SHOWN IN THE PLANS. CONTRACTOR SHALL COORDINATE WORK WITH FRANCHISE UTILITIES FOR RELOCATION OF UTILITY LINES.
20. ONLY CITY STAFF CAN OPERATE LIVE WATER VALVES AND FIRE HYDRANTS. NOTIFY THE CITY OF WOODBURN PRIOR TO THE NEED FOR THE OPERATION OF LIVE WATER LINES.
21. UTILITIES OR PORTION OF UTILITIES THAT ARE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO EXTENT NECESSARY TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL PLUG THE REMAIN EXPOSED ENDS OF ABANDONED UTILITIES.
22. ALL EXISTING FACILITIES SHALL BE MAINTAINED IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT EXISTING UTILITIES AND OTHER FACILITIES AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER-THAN-ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ENGINEER.
23. UTILITIES, OR INTERFERING PORTIONS OF UTILITIES, THAT ARE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL PLUG THE REMAINING EXPOSED ENDS OR PLACE CONTROLLED DENSITY FILL IN ABANDONED FACILITIES.
24. CONTRACTOR SHALL REMOVE ALL EXISTING SIGNS, MAILBOXES, FENCES, LANDSCAPING, AND ETC. AS REQUIRED TO AVOID DAMAGE DURING CONSTRUCTION AND REPLACE THEM TO EXISTING OR BETTER CONDITION.
25. ANY AND ALL WELLS, SEPTIC TANKS AND/OR FUEL TANKS ENCOUNTERED DURING CONSTRUCTION SHALL BE PUMPED OUT. CONTRACTOR SHALL THEN ABANDON THEM IN ACCORDANCE WITH DEQ OR OREGON WATER RESOURCES DEPARTMENT REQUIREMENTS.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION ACTIVITIES TO INSURE THAT PUBLIC RIGHT-OF-WAYS ARE KEPT CLEAN OF MUD, DUST AND/OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE BY THE CONTRACTOR.
27. CONSTRUCTION ACTIVITIES SHALL BE MONITORED AND MAINTAINED TO INSURE NO PONDING OF EXCESS WATER OCCURS.
28. WHEN APPROVED BY THE ENGINEER, THE CONTRACTOR SHALL PUMP FLUIDS AND DEBRIS FROM DEWATERING ACTIVITIES INTO THE CITY SANITARY COLLECTION SYSTEM.



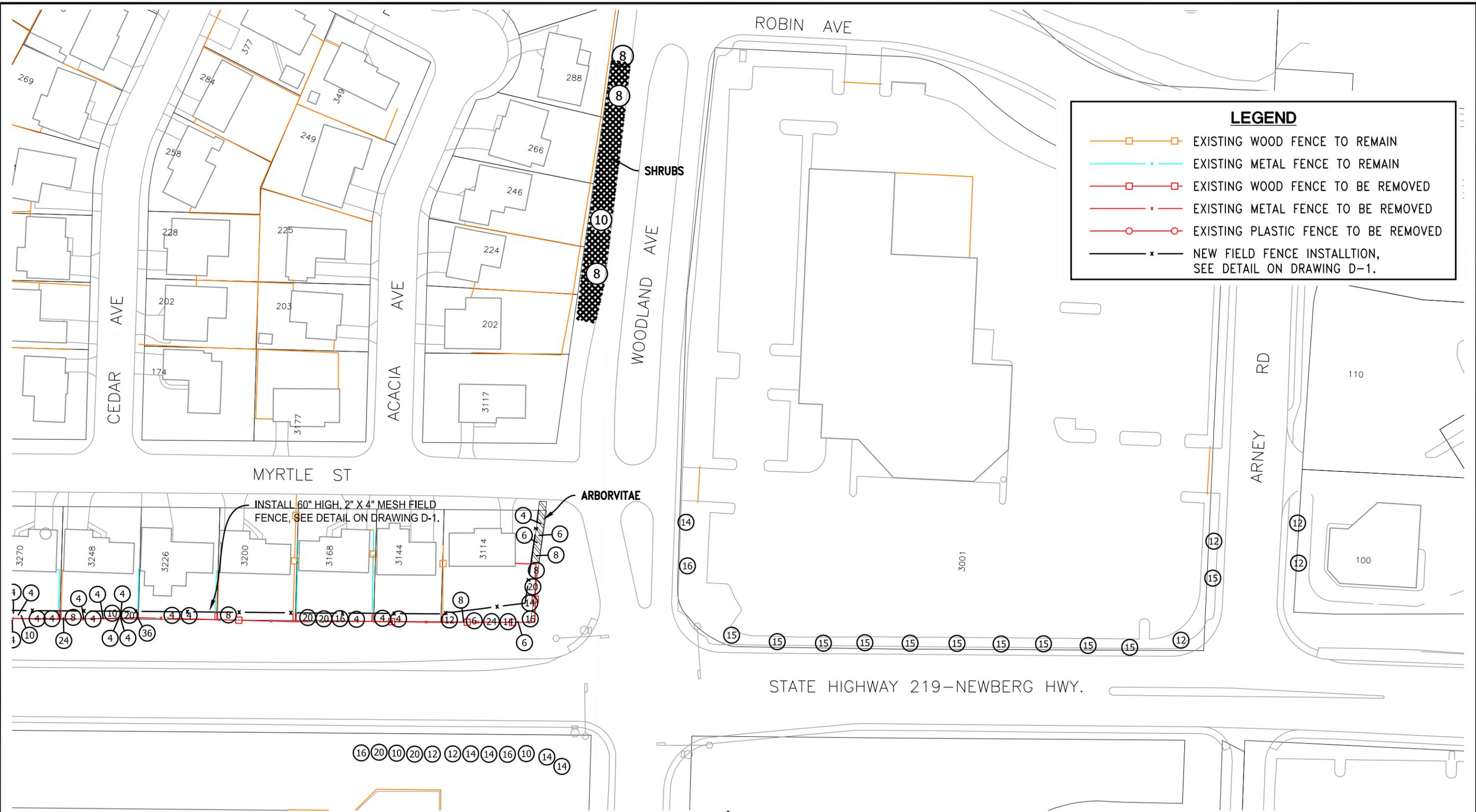
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1-800-332-2344

ATTENTION:

OREGON LAW REQUIRES CONTRACTOR 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 THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 503.232.1987)

BID SET

	<p>THIS BAR IS ONE-INCH ON ORIGINAL DRAWING.</p>	<p>DESIGNED: <u>GK</u> DRAWN: <u>GK</u> REVIEWED: <u>DB</u> APPROVED: <u>EL</u> HORIZONTAL DATUM: <u>LOCAL</u> VERTICAL DATUM: <u>LOCAL</u></p>		<p>REVISIONS:</p> <table border="1" style="width: 100%; height: 40px;"> <tr> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> </table>					<p>TREE REMOVAL AND FENCE INSTALLATION WEST OF I-5 INTERCHANGE</p> <p>LEGENDS AND CONSTRUCTION NOTES</p>	<table border="1" style="width: 100%; text-align: center;"> <tr> <td>PROJECT NO. 2013-009-12</td> </tr> <tr> <td>DATE MAY 2013</td> </tr> <tr> <td>DWG NO. G-2</td> </tr> <tr> <td>SHEET 2 OF 5</td> </tr> </table>	PROJECT NO. 2013-009-12	DATE MAY 2013	DWG NO. G-2	SHEET 2 OF 5
PROJECT NO. 2013-009-12														
DATE MAY 2013														
DWG NO. G-2														
SHEET 2 OF 5														



LEGEND

- EXISTING WOOD FENCE TO REMAIN
- x— EXISTING METAL FENCE TO REMAIN
- EXISTING WOOD FENCE TO BE REMOVED
- x— EXISTING METAL FENCE TO BE REMOVED
- EXISTING PLASTIC FENCE TO BE REMOVED
- x— NEW FIELD FENCE INSTALLTION, SEE DETAIL ON DRAWING D-1.

INSTALL 60" HIGH, 2" X 4" MESH FIELD FENCE, SEE DETAIL ON DRAWING D-1.

PLAN
1"=80'

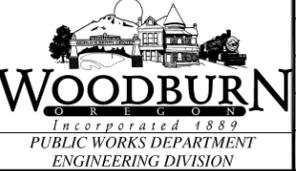
(XX) DBH (DIAMETER AT BREAST HEIGHT) (IN INCHES)

PLOT DATE: May 14, 2013



THIS BAR IS ONE-INCH ON ORIGINAL DRAWING.

DESIGNED: GK
 DRAWN: GK
 REVIEWED: DB
 APPROVED: EL
 HORIZONTAL DATUM: LOCAL
 VERTICAL DATUM: LOCAL



REVISIONS:

TREE REMOVAL AND FENCE INSTALLATION
 WEST OF I-5 INTERCHANGE
CLEARING PLAN

BID SET

PROJECT NO.
2013-009-12

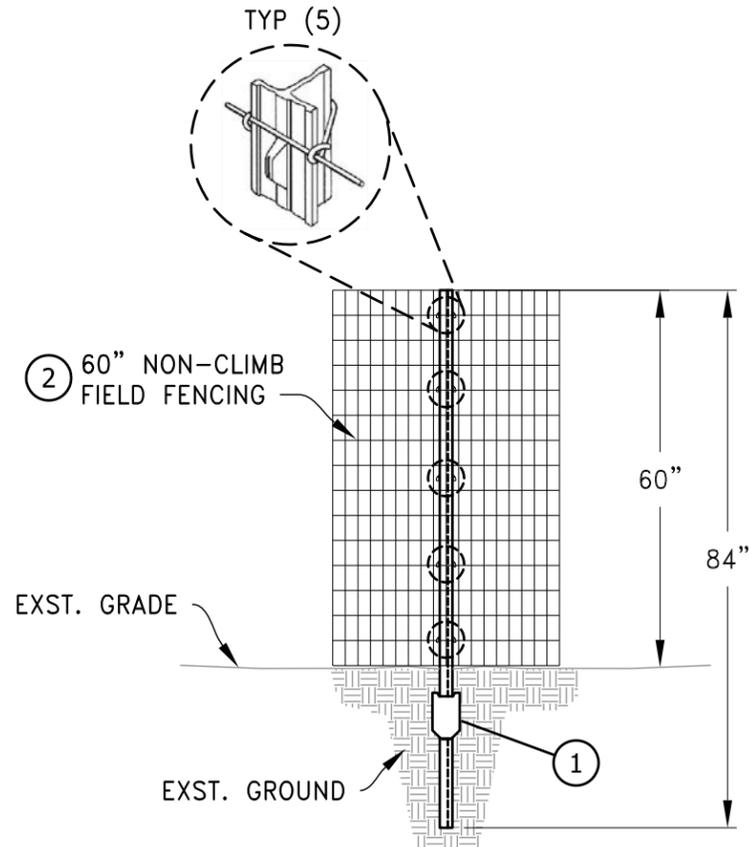
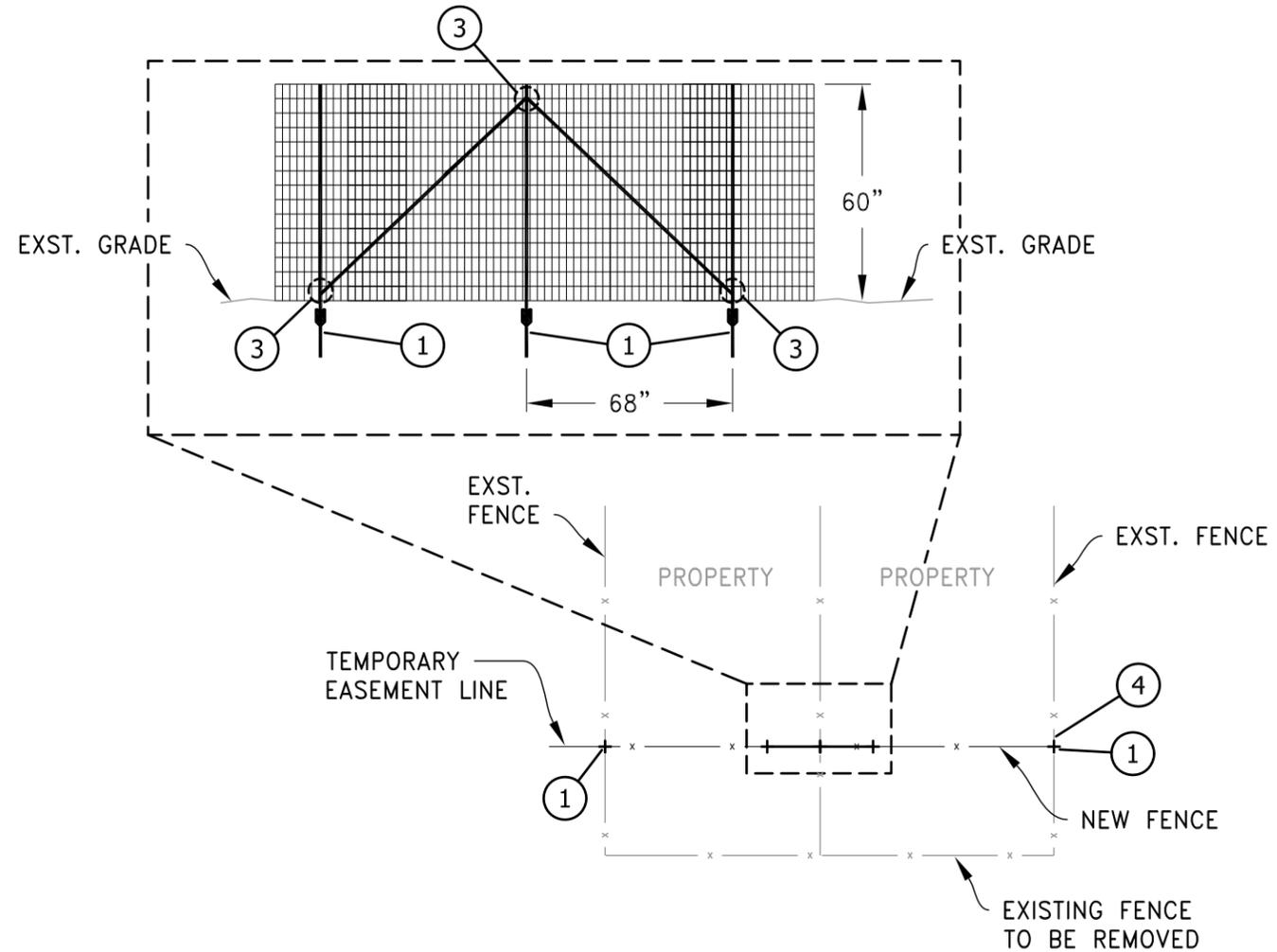
DATE
MAY 2013

DWG NO.
C-2

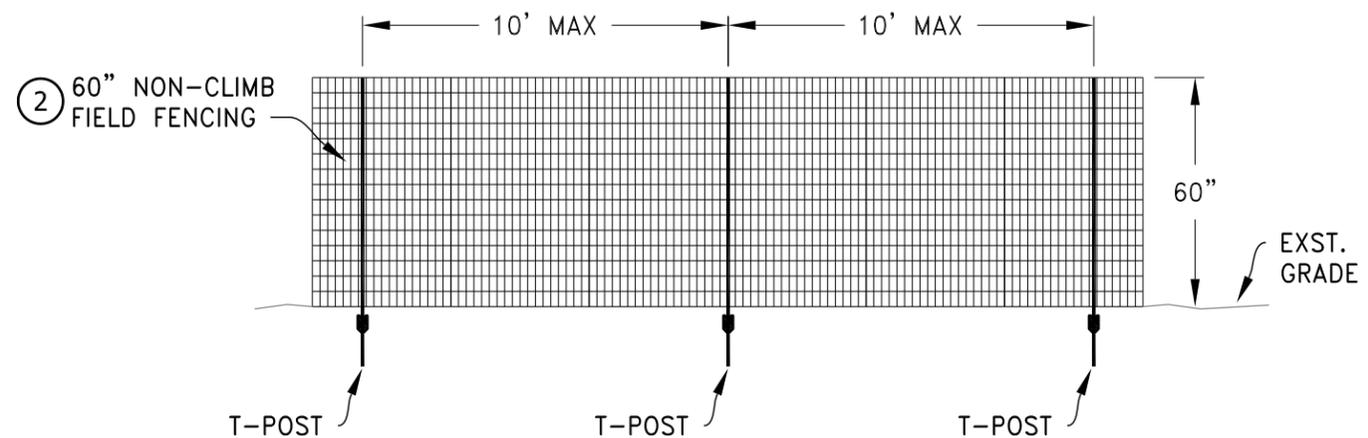
SHEET
4 OF 5

NOTE:

1. ALL FENCING MATERIALS SHALL CONFORM TO "BUY AMERICA" REQUIREMENTS.



T-POST DETAIL
SCALE: NTS



FENCING DETAIL
SCALE: NTS

PLAN NOTES:

1. INSTALL 7FT LONG, 1.25 LB/FT PAINTED "T" POST.
2. INSTALL 2" X 4" MESH, 60" HIGH FENCING. 10 GAUGE TOP AND BOTTOM WIRES, 12.5 GAUGE FIELD WIRES, AND ZINC COATING, 0.28 OZ/FT2 MIN.
3. INSTALL BRACING AND BRACING HARDWARE, WEDGE-LOC OR APPROVED EQUAL.
4. CUT EXISTING TRANSVERSE PROPERTY LINE FENCE TO EASEMENT LINE AND SECURE AS NECESSARY, TYPICAL.

INSTALLTION NOTES:

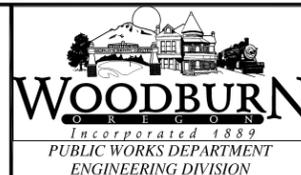
1. POSTS TO BE EVENLY SPACED BETWEEN PROPERTY LINES AND/OR CHANGES IN DIRECTION.
2. TEN FT. (10') MAXIMUM SPACING BETWEEN POSTS.
3. MINIMUM OF ONE BRACED SECTION AT EACH END OF A CONTINUOUS RUN.
4. MINIMUM OF ONE BRACED SECTION EVERY 150FT OR AT ALTERNATING PROPERTY CORNER OR AS THE ENGINEER DIRECTS.
5. CHANGES IN DIRECTION (JOGS) LESS THAN 7' CAN BE BRACED WITH A SINGLE HORIZONTAL CROSS BRACE NEAR OR AT THE TOP OF THE POSTS.
6. DUE TO CHANGING SOIL CONDITIONS, TWO FEET MAY NOT BE SUFFICIENT DEPTH TO PROVIDE A STABLE FENCE. LONGER POSTS OR CLOSER SPACING MAY BE REQUIRED AT THE DISCRETION OF THE ENGINEER.



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DESIGNED: GK
DRAWN: GK
REVIEWED: DB
APPROVED: EL
HORIZONTAL DATUM: LOCAL
VERTICAL DATUM: LOCAL



REVISIONS:	

TREE REMOVAL AND FENCE INSTALLATION
WEST OF I-5 INTERCHANGE
FENCING DETAILS

BID SET	
PROJECT NO.	2013-009-12
DATE	MAY 2013
DWG NO.	D-1
SHEET	5
OF	5