Florence Urban Renewal Agency

BID PROPOSAL, CONTRACT DOCUMENTS, AND SPECIFICATIONS FOR:

Maple St. And Quince St. Gateway Monuments City Project No. FURA-20-01

Volume I of II – Contract Specifications

February 2020



City of Florence 250 Highway 101 Florence, Oregon 97439

Contact: Phone:

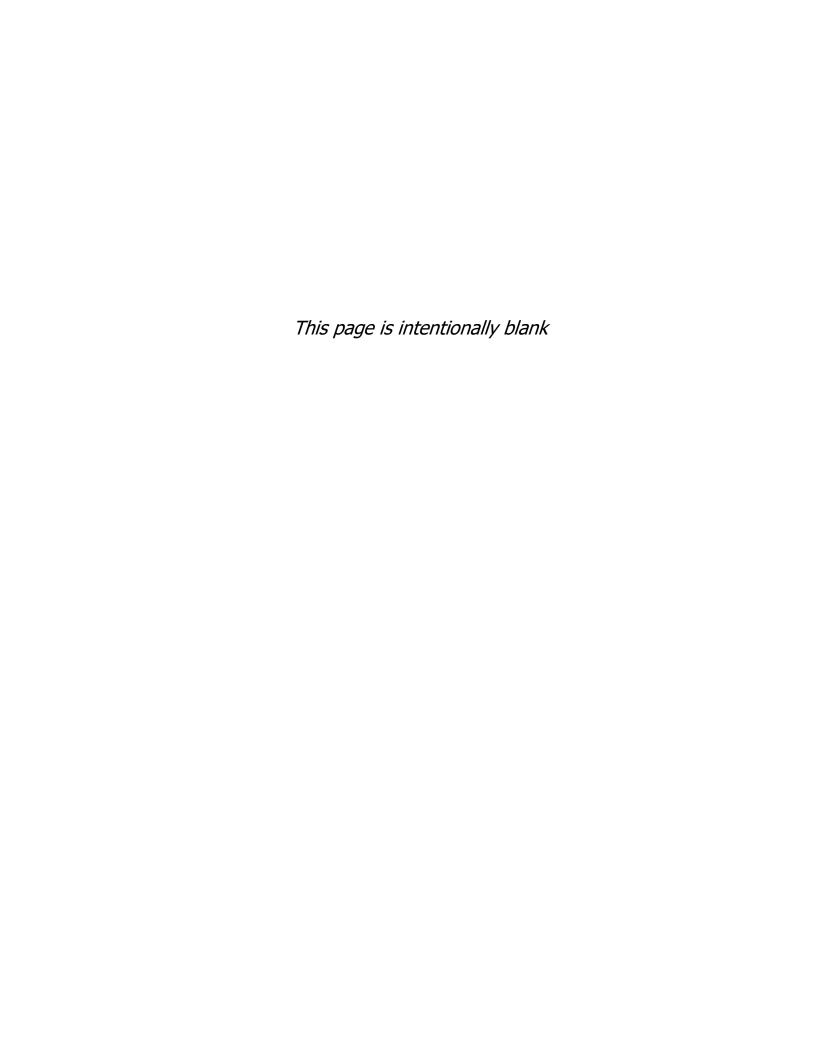
Megan Messmer (541) 902-2182



Murraysmith, Inc. 777 High Street, Suite 200 Eugene, OR 97401

Contact: Phone:

Chris Link, PE (541) 741-2975



Florence Urban Renewal Agency

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PROFESSIONAL OF RECORD CERTIFICATION:

I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for structural. Modified Special Provisions were prepared by me or under my



supervision.
Section 00561

Date Signed:

01/14/2020

PROFESSIONAL OF RECORD CERTIFICATION:



Date Signed: 1/14/2020

I certify the Special Provision Sections listed below are applicable to the design for the subject project for architectural. Modified Special Provisions were prepared by me or under my supervision.

Sections 00561

PROFESSIONAL OF RECORD CERTIFICATION:



I certify the Special Provision Sections listed below are applicable to the design for the subject project for lighting and electrical. Modified Special Provisions were prepared by me or under my supervision.

Sections 00561 and 00960

Date Signed:

1/14/2020

PROFESSIONAL OF RECORD CERTIFICATION:

THEO PROFESSION THE PROFESSION OF THE PROFESSION

RENEWS: 12-31-2020

Date Signed: 1/14/2020

I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for temporary features and appurtenances and bollards. Modified Special Provisions were prepared by me or under my supervision.

Sections 00210, 00220, 00225, 00280, 00290, 00815

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VOLUME II OF II – CONTRACT PLANS

GENERAL SPECIFICATIONS

DEFINITIONS

CONSULTANT – Murraysmith, Inc.

CITY – City of Florence, State of Oregon

FURA - Florence Urban Renewal Agency, City of Florence

STANDARD SPECIFICATION – Means the Oregon Department of Transportation, Oregon Standard Specifications for Construction, 2018 Edition, produced by the Oregon Department of Transportation and the American Public Works Association. The Oregon Standard Specifications for Construction, along with current updates, are hereby incorporated by reference as if fully set forth herein. Information on how to obtain copies of these documents is available on the Oregon Department of Transportation website:

HTTP://WWW.OREGON.GOV/ODOT/HWY/SPECS/

Wherever state agencies, department or officers are referred to therein, the comparable City Departments or Officers are substituted for the purpose of these documents. Specified definitions are outlined in the Section 00110.20 of the Contract Special Provisions.

CITY OF FLORENCE CONSTRUCTION DETAIL STANDARDS – The City of Florence utilizes a set of construction detail standards that have been adopted by City Council for contractor services, and which are hereby incorporated by reference. The terms "Standard Details" or "Standard Drawings" generally used in the Plans and Specifications shall refer to the City of Florence Construction Detail Standards, unless otherwise noted. Information on the City of Florence Construction Detail Standards shall be used when not in conflict with the 2018 Oregon APWA Standard Construction Specifications. Copies of the City of Florence Construction Detail Standards can be viewed or obtained at City Hall or Public Works.

WORK TO BE DONE

GENERAL

This work involves constructing gateway monument structures at the northeast corner of Maple Street and US101, the southeast corner of Maple Street and US101, and the southwest corner of Quince Street and OR126. The work to be done under this Contract generally consists of the following:

- 1. Implement temporary traffic control and erosion control measures.
- 2. Furnish and construct gateway monument structures.
- 3. Furnish and install conduit, wiring, and fixtures and make necessary electrical connections.
- 4. Furnish and install bollards.
- 5. Perform additional and incidental Work as called for by the Specifications and Plans.

AUTHORITY OF CONSULTANT

The consultant will be directly in charge of the Project. However, their authority on this Project is as designated in the official "Consultant Agreement" for this Project, and as designated by the Florence Urban Renewal Agency. This does include authority to approve contract changes or semifinal and final inspection of the Project.

APPLICABLE SPECIFICATIONS

The work on this project shall be accomplished in accordance with the Technical Specifications, the Special Provisions, and the Oregon Standard Specifications for Construction, 2018 edition, as issued by the Oregon Department of Transportation (ODOT) and the American Public Works Association (APWA), Oregon State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by Amendments to the Standard Specifications, the Special Provisions, and the Technical Specifications, all of which are made a part of the Contract Documents, shall govern all of the Work.

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Oregon State modifications, if any
- Oregon Standard Drawings, 2018 edition as issued by the Oregon Department of Transportation
- City of Florence Construction Detail Standards, currently adopted edition

The Contractor shall obtain copies of these publications, at the Contractor's own expense.

CLASS OF PROJECT

This is a Florence Urban Renewal Agency funded project.



BID REQUEST / BID DOCUMENTS

Florence Urban Renewal Agency
Maple St. And Quince St. Gateway Monuments
City Project No. FURA-20-01

Specifications & Bid/ Proposal Package

Florence Urban Renewal Agency 250 Highway 101, Florence, Oregon 97439

Bid Date: February 6, 2020

City of Florence 250 Highway 101 Florence, Oregon 97439

INVITATION FOR BIDS

January 15th, 2020

NOTICE IS HEREBY GIVEN that sealed bids will be accepted by the City Project Manager or Manager's designee at the City of Florence, 250 Highway 101, Florence, Oregon 97439; the time of the bid receipt will be recorded by either official. Acceptance of bids will be officially closed at **2:00 PM** Pacific Time: **February 6, 2020** and immediately thereafter the bids will be publicly opened and read in the conference room of the City of Florence City Hall.

The Florence Urban Renewal Agency (FURA) is requesting qualified Contractors to submit bids on the FURA MAPLE ST. AND QUINCE ST. GATEWAY MONUMENTS. The project generally consists of the following work: constructing gateway monument structures at the northeast corner of Maple Street and US101, the southeast corner of Maple Street and US101, and the southwest corner of Quince Street and OR126; and all appurtenances and incidentals necessary to complete the work.

The schedule for the work is time-sensitive and the Contractor shall be substantially complete by June 29, 2020.

The bid proposal shall be submitted under sealed cover and marked with the Contractor's name and following project:

FLORENCE URBAN RENEWAL AGENCY MAPLE ST. AND QUINCE ST. GATEWAY MONUMENTS CITY PROJECT NO. FURA-20-01

All proposals must be submitted on the regular forms furnished and shall be accompanied by an unconditional certified check or bidder's bond in an amount equivalent to five (5) percent of the total amount of the bid. The award will be made to the lowest responsible bidder who will be asked to furnish a **separate** 100% Corporate Surety Performance Bond and a **separate** 100% Payment Bond for the faithful performance of the contract. **The Contractors may be asked to have their Surety furnish a letter certifying they have currently reviewed the Contractor's financial statement and that the Contractor is financially sound prior to award.**

Complete digital contract documents are available at www.ci.florence.or.us/rfps. An informational copy of the contract documents is on file for inspection at the City of Florence office. All prospective bidders must provide a valid e-mail address and be added to the Plan Holders List by downloading the documents from the City's website. Notification of Addenda issuance will be issued via e-mail to the addresses listed on the Plan Holders List. Bid results will be made available on the city's website.

Technical questions regarding the project should be directed to Chris Link, PE at 541-741-2975, Chris.Link@murraysmith.us.

This is for public work and therefore subject to prevailing wage requirements of ORS 279C.800 thru 279C.870. A subcontractor listing **is required and shall be** submitted with the bid. If the subcontractor listing is not submitted with the bid, it must be received within two (2) hours after the bid closing time and date at the City of Florence, 250 Highway 101, Florence, OR 97439 to

the attention of Megan Messmer (facsimile is acceptable at 541-997-1735). Failure to supply a correct subcontractor listing will result in bid rejection.

Request for specification changes must be made a minimum of ten (10) days prior to the proposal receipt date. Protests of bid results must be in writing, must be made within five (5) days of the posted award date, and must otherwise be in accordance with City Public Contracting Rule 137-049-0260.

The City and/or FURA may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject all bids upon a finding by the City of Florence if it is in the public interest to do so in accordance with **ORS 279C.395.**

Published

Date: January 15th, 2020

By Megan Messmer, City Project Manager



INSTRUCTIONS TO BIDDERS

INSTRUCTION TO BIDDERS

1. BID FORMS

These Contract Documents include a complete set of bidding and contract forms that are to be filled out and executed.

2. EXPLANATION TO BIDDERS

Requests for changes or clarifications shall be submitted in accordance with City Public Contracting Rule 137-049-0260. Any explanation regarding the meaning or interpretation of contract drawings, specifications or other Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid opening. Addenda will be issued in accordance with City Public Contracting Rule 137-049-0250. Oral explanations and interpretations made prior to the bid opening shall not be binding.

3. BIDDERS' UNDERSTANDING

Bidders should visit the work site to ascertain by inspection, pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The City of Florence, on behalf of the Florence Urban Renewal Agency, hereinafter called City, shall make available to all prospective bidders, previous to the receipt of bids, information that they may have as to subsoil conditions and surface topography at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom.

4. BID REQUIREMENTS

To be considered responsive, the following documents must be submitted with the bid proposal as a minimum requirement for a complete bid proposal:

- Schedule of Bid Items This must be completed and signed.
- Five percent Bid Bond A Bid Bond/Bid Security shall be submitted with this
 proposal and shall be not less than five percent of the total amount bid and may be
 shown in dollars or on a percentage basis. The bidder, at his option, shall furnish a
 bid bond, postal money orders, certified check, or may deposit in accordance with
 Treasury Department Regulation, bond, or notes of the United States (at par value)
 as security in the amount required.
- Addenda Certifications Signed by Contractor with number and date of addenda noted.
- Contract Certification Signed by Contractor.
- ORS Statutory (ORS) Certifications Signed by Contractor including CCB Number.
- Bidder Qualification Certificate Completed and signed by Contractor and provided with the bid proposal.

 First-Tier Subcontractor Disclosure Form – For bids over \$100,000, the First-Tier Subcontractor Disclosure Form must be submitted within two (2) hours of the specified bid closing time. This form may be furnished with the bid in the same envelope, in a separate envelope or may be faxed to Megan Messmer at 541-997-1735.

5. PREPARATION OF BIDS

- Bids shall be submitted as required in these instructions. Where more than one schedule is given in the Schedule of Bid Items, the bidder may bid on any combination of schedules. If a bidder does not wish to bid on a schedule, they should check "No Bid" in the space provided on that schedule.
- Bids shall be submitted on the forms provided or copies thereof; and must be signed by the bidder or authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.
- Bidders must quote on all items appearing on the bid forms, unless specific
 directions in the advertisement, on the bid form, or in the special specification
 allowing for partial bids. Failure to quote on all items may disqualify the bid. When
 quotations on all items are not required, bidders shall insert the words "No Bid"
 where appropriate.
- Alternative bids will not be considered unless specifically called for.
- Telephone Facsimile (FAX) bids will **not** be accepted (with the exception of the First Tier Subcontractor form).

6. SUBMISSION OF BIDS

Bids must be submitted as directed in the Invitation for Bids. Pricing will be firm and irrevocable for Ninety (90) days after the bid opening.

7. RECEIPT AND OPENING OF BIDS

Bids shall be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so indicated shall be returned unopened.

8. WITHDRAWAL OF BIDS

Bids may be withdrawn upon written request of the Bidder at any time prior to opening. Request must be received and acknowledged by the City prior to the time of opening. Requests should be delivered via certified mail or telephone facsimile (FAX). Verbal or electronic mail (e-mail) requests will **not** be accepted.

9. PRESENCE OF BIDDERS AT OPENING

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representative.

10. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

11. AWARD OF CONTRACT FOR CONSTRUCTION

- The low bidder(s) will be determined on the basis of the sum of the lowest prices for each appropriate Schedule or as specified in the Contract Document.
- The Contract for Construction shall be awarded to the lowest responsible Bidder(s) as soon as practicable after the bid opening. The City reserves the right to waive any informality in bids at City's discretion.
- The City reserves the right to wait until the protest period (5 days) has elapsed before entering into a written contract. In the event a protest is made; the City will not enter into a written contract until the protest is resolved.
- Notice of Award, announcement of apparent low bidder is not a binding contract. Only a signed written contract will be binding to the City.

12. REJECTION OF BIDS

The City reserves the right to reject any and all bids. The City reserves the right to reject any contractor who has not performed acceptably on past projects with the City in accordance with ORS 279C.375(3)(b)(F) or with others (this includes sub-contractor relationships); And reserves the right to reject any Contractor who the City determines that they cannot do the project within the project timeline or does not have the resources and financial stability to complete the project.

13. **RESPONSIBILITY**

The City may make such investigations as deemed necessary to determine the ability of the bidder to perform work. In determining the lowest responsible bidder, City shall check the list created by the Construction Contractor's Board under ORS 701.227 for bidders who are not qualified to hold a public improvement contract and determine whether the bidder has met the standards of responsibility. City shall also consider the following factors and may disqualify any person as a bidder if it finds the bidder:

- (a) Does not have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
- (b) Does not have a satisfactory record of performance. The contracting agency shall document the record of performance of a bidder if the contracting agency finds the bidder not to be responsible under this subparagraph;
- (c) Does not have a satisfactory record of integrity. The contracting agency shall document the record of integrity of a bidder if the contracting agency finds the bidder not to be responsible under this subparagraph;

- (d) Is not qualified legally to contract with the contracting agency; or
- (e) Has not supplied all necessary information in connection with the inquiry concerning responsibility.

Each bidder shall promptly supply information as requested by the City pursuant to such investigation. If a bidder fails to promptly supply information requested by the contracting agency concerning responsibility, the contracting agency shall base the determination of responsibility upon any available information or may find the bidder not to be responsible. Failure to supply such information may be grounds for disqualification.

14. CONTRACT, BONDS, AND INSURANCE

- The Bidder to whom award is made shall enter into a written Contract for Construction with the City within the time specified in the Contractor's Proposal.
- Payment and Performance Bond shall be furnished at the time of signing the Contract for Construction.
- The insurance required by this Contract shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater.

15. WAGES AND SALARIES

Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.

16. SUBCONTRACTORS

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 in accordance with ORS 279C.370 – See also Contract bid documents which includes form required.

17. PROTESTS

Award and solicitation protests shall be submitted in accordance with City Public Contracting Rules 137-049-0260 and 137-049-0450, respectively. The deadline for such protests is altered in this invitation for bids to five (5) calendar days.

18. ANTICIPATED PROJECT SCHEDULE AND COMPLETION TIME

The Contractor agrees to perform execute the contract and complete the contract work according to the City's proposed schedule as outlined below.

Bids Closed / Opened & Read:

February 6, 2020 at 2:00 PM City of Florence, 250 Highway 101 Florence, Oregon 97439 Projected FURA Board Approval Date: February 26th, 2020

Projected Award Date: March 9th, 2020
Projected Notice to Proceed Date: March 9th, 2020

Project Completion Date: June 30th, 2020

19. USE OF RECYCLED MATERIALS

Whenever possible, the Contractor is encouraged to endeavor to use recycled products in the best interest of the Contractor and the City. Please do not use recycled products if the integrity of the project is compromised. Recycled products must meet the full specification requirements if proposed for use. The City's engineer or designated Owner's Representative shall be responsible for reviewing and approving all recycled products and materials which are to be installed as part of the Work.

20. SUBSTITUTES AND "OR-EQUALS"

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review.

Requests for substitution and "or-equal" review for major equipment shall be submitted with a letter of compliance to the specifications or a letter outlining any and all deviations. The request shall be specific to this project and shall be signed by an officer of the manufacturer. No general requests or requests from local representatives will be considered.

21. CONTRACTOR DRUG TESTING REQUIREMENTS

As of January 1, 1996, all Contractors whose employees are required to have a Commercial Driver's License (CDL) must comply with Oregon Department of Transportation Controlled Substance and Alcohol Program and testing rules. Bidders must certify that an employee drug-testing program is in place per ORS 279C.505(2).



BID DOCUMENT PACKAGE

PROPOSAL

Contractor:	
City:	, Oregon
Date:	, 20

The Florence Urban Renewal Agency Board of Directors

City of Florence 250 Highway 101 Florence, OR 97439

Pursuant to and in compliance with your invitation for bids and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, proposes and agrees to perform, within the time stipulated, the contract, if this project is accepted, including all its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract, complete, in a workmanlike manner, of all the work covered by the contract in connection with the City of Florence's project, designated as Maple St. And Quince St. Gateway Monuments (City Project No. FURA- 20-01) all as required by and in strict conformance with the specifications, contract plans and the standard plans for the following unit prices.

The proposal, together with the Agreement, Contract Documents, Standard Specifications, Special Provisions, Technical Specifications, Addenda and Plans, when endorsed by the Flroence Urban Renewal Agency shall become a contract binding on both parties thereto, whereby the Contractor agrees to perform the complete contract work, as specified, and the Florence Urban Renewal Agency agrees to make payment to the Contractor, as specified, for said completed and accepted work.

Note: Prices of all items, all extensions and total amount of bid must be shown. Show prices in both words and figures and, where conflict occurs, the written or typed words prevail. Bidders shall bid on all bid schedules set forth in the bid forms. The Bidder authorizes the City to correct any obvious mathematical errors that may appear on this Bid Proposal.

SCHEDULE OF BID ITEMS

Owner: Florence Urban Renewal Agency

Project: Maple St. And Quince St. Gateway Monuments (City Project No. FURA-20-01)

The undersigned proposed to furnish all labor, materials, equipment, and services of all kinds required for this project, including all appurtenant work, all as required by the Plans and Specifications, and these Bid Forms for the prices in accordance with the completed Schedule of Bid Items as follows:

ITEM NO. / SPEC NO.	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
200 - TEMPO	200 - TEMPORARY FEATURES AND APPURTENANCES				
10 - 00210	MOBILIZATION	LS	1		
20 - 00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1		
30 - 00280	EROSION CONTROL	LS	1		
40 - 00280	INLET PROTECTION, TYPE 3	EA	3		
50 - 00290	POLLUTION CONTROL PLAN	LS	1		
500 – BRIDG	500 – BRIDGES				
60 - 00561	GATEWAY MONUMENT, MAPLE STREET SE	LS	1		
70 - 00561	GATEWAY MONUMENT, MAPLE STREET NE	LS	1		
80 - 00561	GATEWAY MONUMENT, QUINCE STREET SW	LS	1		
90 - 00561	ELECTRICAL WIRING AND CONNECTIONS	LS	1		
800 – PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES					
100 - 00815	BOLLARDS	EA	6		

Total Amount of Bid \$ _	
Total Bid Amount in Words:	

Note: All Unit Price Bids should be considered as "Furnished and Installed".

Billing is to be as complete units and partial bills will not be paid.

To Be Considered Responsive, the following must be signed and completed by your firm:

We hereby certify to do the work as specified and at the price as quoted in conformance to all the City, State and Federal Regulations that are applicable and will indemnify the 'City of Florence' and the 'Florence Urban Renewal Agency' against all claims arising out of any actions caused by our company during the performance of this contract.

We hereby certify that we will comply with the provisions of ORS 279C.840 (BOLI Wage Requirements) and certify that we will comply with the Oregon tax laws as provided in ORS 305.385.

Company	
Address	
Ву	
(Signature of Authorized Official)	
Ву	Phone
(Type or Print Name)	
Federal I.D. #	Fax
Surety Company (Performance Bond)	
Contact at Surety	Phone
CCB#	No. Years Registered w/CCB
Are there any outstanding claims against your fi	rm: Yes No

Protest of Contractor Selection/Notice of Award <u>must be made by</u>
<u>Written Notice within Five (5) Days</u> of the Posted Award Date
in accordance with City Public Contracting Rule 137-049-0450

All the prospective bidders will have specific line items to bid on and the award will be made on the lowest responsible bid on the total bid items. The City will reserve the right to add or delete items as the project goes forward.

- 1. Liquidated Damages: See Specification Sections 00180.85(b) and 00185.85(c).
- 2. Please invoice referencing the above exact line item numbers and line items. All quantities must be approved by the Project Engineer before invoicing.

BID BOND FORMAT

(Requirements for bid bond – please use your own Surety's format)

Herewith find a deposit in the form of a certif amount of \$, an amount when the second content is a second content and the second content in the form of a certification of the second content in the form of a certification of the second content in the form of a certification of the second content in the form of a certification of the second content in the form of a certification of the second content in the form of a certification of the second content in the second content i	fied check, cashier's chaich is not less than five	neck, cash, or bid bond in the percent (5%) of the total bid.
KNOW ALL MEN BY THESE PRESENTS:		
That we,	behalf of the Florence sum ofal and Surety bind them	, as Surety, are held and Urban Renewal Agency, as nselves, their heirs, executors,
The condition of this obligation is such that if made by the Principal therefore, and the Principal therefore.		
made by the Principal therefore, and	oposal or bid and awar Sureties approved by C y the penal amount of t bid; otherwise it shall b	rd and shall give bond for the City; or if the Principal shall, in the deposit specified in all the e and remain in full force and
SIGNED, SEALED, AND DATED THIS	DAY OF	, 20
Principal		
Surety		
Received return deposit in the sum of \$		
20		

ADDENDA CERTIFICATIONS

ADDENDA:	We hereby certify that we did receive specifications:	the following Addenda to these
	# dated:	·
	# dated:	
	# dated:	·
	# dated:	
	# dated:	
	# dated:	
	CONTRACTOR	DATE

CONTRACTOR CERTIFICATIONS

(Must be signed and included with Bid Proposal)

We hereby certify that we have carefully examined the Contract Documents for the activity required by the specifications and will, if a trade contract, furnish all machines, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents.

We hereby certify that if our Proposal is accepted, we will within seven (7) calendar days after Contract award, sign the Contract and will, at that time, deliver to the City of Florence the Performance and Payment Bond (if required).

NON-COLLUSION AFFIDAVIT

We hereby certify that the bid submitted is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and we further certify that we have not directly or indirectly induced or solicited any bidder or suppliers to put in a sham bid, or any other person or corporation to refrain from bidding; and that we have not in any manner sought by collusion to secure an advantage over any other bidder or bidders.

We hereby agree to furnish the City of Florence, before commencing the work under this Contract, the certificates of insurance, if specified, in these documents.

We hereby certify that we will represent and warrant all work done by our subcontractors and that the work will be done in a good workmanlike manner under our direct supervision. We will notify the City of Florence, prior to any subcontract work being done, the name of the subcontractor or subcontractors to be used and the percentage of work that each subcontractor will perform.

Contractor		Date	
	(Authorized Official)		

OREGON STATUTORY (ORS) CERTIFICATIONS

(MUST BE SIGNED AND INCLUDED WITH BID PROPOSAL)

WE HEREBY CERTIFY to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations. **WE CERTIFY** also that we shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

WE CERTIFY also to nondiscrimination against any minority, women or emerging small business enterprises in obtaining any required subcontracts.

WE HEREBY CERTIFY that we will and that our subcontractors will, acknowledging that our employers will be subject employers under the Oregon Workers' Compensation Law, comply with ORS 656.017, which requires contractors to provide all workers with compensation coverage.

WE HEREBY CERTIFY that we <u>are</u> or <u>are not</u> (circle one) a "Resident Bidder", as defined in **ORS** 279A.120

ORS 279A.120(1)(b) Resident Bidder defined: A bidder that has paid taxes or income taxes in Oregon during the 12 calendar months immediately preceding a submission of the bid/proposal and has a business address in Oregon.

WE HEREBY CERTIFY that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these terms and conditions will be made a minimum of five (5) days before the proposal deadline.

Whereas, State and Federal law **prohibits discrimination** in employment on the basis of race, color, religion, sex, disability, familial status, or national origin, and whereas the City of Florence supports and has set-forth a policy of equal employment opportunities for all, the following certification is required: **WE HEREBY CERTIFY**, in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to the City of Florence policy of non-discrimination.

Contractor	Date
(Authorized Official)	
PRIME CONTRACTOR NAME	

BIDDER'S QUALIFICATION CERTIFICATE

The City of Florence, on behalf of the Florence Urban Renewal Agency, requires a statement as to financial ability, equipment, and experience to be completed and submitted by prospective contractors bidding on the Maple St. And Quince St. Gateway Monuments project.

To qualify for this project the Prime Bidder <u>must</u> at least:

- 1. Shall have successfully completed one (1) similar project with similar design elements including metal fabrication and precast concrete panels.
- 2. Final construction costs for this project should have been at least \$50,000.
- 3. Shall have successfully completed this project in the last 10 years.

<u>PRI</u>	ME BIDDER INFORM	<u>IATION</u>		A C	orporation
Sul	omitted By:	/CONT	RACTOR)	A Pa	artnership Individual
Тур	e of Work:	(CONT	•	——————————————————————————————————————	individuai
Prir	ncipal Office:				
со	NTRACTOR'S Surety	/:			
со	NTRACTOR'S Bank a	and Local Contact:			
со	NTRACTOR'S State	of Oregon Registration	n No. and Expiration: _		
<u>PRI</u>	ME BIDDER EXPERII	ENCE QUESTIONNAIF	<u>RE</u>		
1. _	Name the principal	types of construction	work performed by yo	our company.	
_ 2.	How many years housiness name?	as your organization	been in business as a	a contractor under yo	our present
3.			roposed type and size		-
4.			with a final construction f additional space is re),000 within
	Project Name	Contract Amount	When Completed	Name & Address of Contact Person ar Number	

	company, and the interpretation is awarded to a	name and address (you:	of the local agent y	ou expect to us
Vhat is the gross a	mount of contracts	s that you currently	have in hand?	
Bank references:				
Vhat is the constru		f the principal indiv	iduals of your orga	nization?
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Individual's	Present Position or	Years of Construction	Magnitude &	In What
Individual's	Present Position or	Years of Construction	Magnitude &	In What
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Individual's	Present Position or	Years of Construction	Magnitude &	In What
Individual's Name	Present Position or Office	Years of Construction	Magnitude & Type of Work	In What Capacity?
Individual's Name	Present Position or Office erintendent who w	Years of Construction Experience	Magnitude & Type of Work e if awarded this Co	In What Capacity?
Individual's Name	Present Position or Office erintendent who w	Years of Construction Experience	Magnitude & Type of Work e if awarded this Co	In What Capacity?

previous 10 year			lved in litigation o	•	rty, during the
The information su			•		
The undersigned has financial statement	•	•	•		
Dated at	this	_ day of		, 20	
			Ву:		
			Titlo		

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

(For Project Over \$100,000.00 per ORS 279C.370)

When the contract amount of a first-tier subcontractor **(furnishing labor or labor and materials)** is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, you must separately disclose the following information about that Subcontractor Listing within two (2) hours of bid closing:

- (1) The subcontractor's name and address,
- (2) The subcontractor's Construction Contractor Board registration number, if one is required,
- (3) Dollar amount of work, and
- (4) Category of work.

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the accompanying form.

THE AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE. THE BIDDER MAY SUBMIT THE DISCLOSURE FORM WITHIN THE BID PACKAGE, BY SEPARATE ENVELOPE OR BY FACSIMILE.

Owner: Florence Urban Renewal Agency

Project: Maple St. And Quince St. Gateway Monuments (City Project No. FURA-20-01)

Bid Closing Date: February 6, 2020 **Time:** 2:00 PM

Contractor Name & Address	Work Type	CCB Number	Amount

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "None" on the above contractor listing.

THE FLORENCE URBAN RENEWAL AGENCY AND THE CITY OF FLORENCE MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THIS DISCLOSURE FORM WITHIN TWO (2) HOURS OF THE BID CLOSING.



SAMPLE CONTRACT

TERMS & CONDITIONS APPLICABLE TO THIS PROJECT



FLORENCE URBAN RENEWAL AGENCY PUBLIC IMPROVEMENT CONTRACT

PROJECT: MAPLE ST. AND QUINCE ST. GATEWAY MONUMENTS CITY PROJECT NO. FURA-20-01

This Contract is between the Florence Urban Renewal Agency ("Agency") and				
	("Co	ntractor").		
Recital				
Florence Urban Ren	newal Agency selected contract	ctor to perform work for the Agency by a		
competitive bid process. Contractor submitted the lowest qualified bid for the Project.				
		,		
Contractor Informa	ation_			
		Phone:		
Fax:	Contact:	E-Mail:		
CCB No ·	Fed	ID (Tax) No		
	1 0d	15 (140) 110.		

TERMS & CONDITIONS OF CONTRACT

TERM - DURATION OF CONTACT

This Contract shall be effective when signed by both parties. It shall remain in effect until the work on the Project has been completed, the improvement accepted by the Agency, and the warranty period has expired. The expiration of the term does not affect any right that arose prior to expiration, and terms that by their nature survive expiration shall remain in effect after expiration.

- Work shall commence as stated in the notice to proceed from Agency to Contractor
- Work shall be substantially complete as defined by the 2nd and 3rd notices in the Oregon Standard Specifications for Construction.

SCOPE OF WORK

Contractor shall construct **City of Florence Project No. FURA-20-01 – Maple St. And Quince St. Gateway Monuments** (the "Project"). The Project is described in more detail in the attached Contractor's Proposal "Exhibit A" and as detailed in the Agency's specifications and drawings for this Project. Contractor hereby agrees to furnish all of the materials, labor, water, tools, equipment, light, power, transportation, and other work needed to construct the Project. Collectively all documents herein, plans, referenced laws, statutes, codes, procedures, material specifications, and schedules are applicable to the scope of Work.

PAYMENT

Agency shall pay Contractor according to the schedules and unit prices as quoted by Contractor in the Schedule of Bid Items bid proposal form. The maximum total payment under this Contract without approved written change orders is \$_______.

Application for Payment

Contractor shall invoice the Agency monthly for work performed, based on an estimate of the amount of work completed and the value of the completed work. Contractor will direct the application for payment or invoice to the City of Florence, attention City Project Manager, 250 Highway 101 North, Florence, Oregon 97439. Agency shall make progress payment equal to the value of the completed work, less amounts previously paid, less retainage of five percent, less any deduction for claims and damages paid by the Florence Urban Renewal Agency due to acts or omissions of the Contractor and for which he/she is liable under this Contract within 15 days of receipt of the invoice and the prevailing wage certificates certifying that he/she has paid not less than the prevailing rate of wages as required by ORS 279C.840.

Application Free of Encumbrances

Contractor warrants and guarantees that all work, materials, and equipment covered by any application for payment, will pass to Florence Urban Renewal Agency at the time of payment free and clear of liens, claims, security interests and encumbrances.

Engineer Review & Approval of Application for Payment

City Engineer will, after receipt of each application for payment, either indicate in writing his/her approval of payment and present the application to the Agency, or return the application to Contractor indicating in writing his/her reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit for application.

Payment on Estimated Quantities

Nothing contained in this contract shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work should such work be later found not to comply with any of the provisions of this Contract document. All estimated quantities of work for which progress payments have been made are subject to review and correction on the final estimate. Acceptance by the Contractor of progress payments based on periodic estimates of quantities of work shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the progress payments.

Final Payment

Final payment shall be made in accordance with Section 00195 of the Oregon Standard Specifications for Construction.

COMPLIANCE WITH LAW

Contractor shall comply with applicable federal, state and local laws, ordinances, and regulation. When multiple standards apply, Contractor shall comply with the more stringent standard. Contractor shall comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and will all applicable requirements of federal, state and City civil rights and rehabilitation statutes, ordinances, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment practices, and that it shall perform its contractual obligations consistently with ADA requirements and regulations, state law, and applicable regulations.

ENVIRONMENTAL

Contractor shall comply with federal, state and local agencies ordinances, rules and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the Contract. The Agency or the City of Florence, on behalf of the Agency, reserves the right if environmental requirements (either new or existing ordinances) must be met after the award of the Contract, City, in accordance with ORS 279C.525, may (a) Terminate the Contract; (b) Complete the work itself; (c) Use non-City forces already under contract with the City; (d) Require that the underlying property owner be responsible for cleanup; (e) Solicit bids for a new Contractor; and (f) Issue the awarded Contractor a change order setting forth the additional work that must be undertaken. In addition, (a) City must make known environmental conditions at the construction site that may require Contractor to comply with environmental ordinances in their bid documents; (b) If not known at the time of award, Contractor shall immediately give notice of the discovered environmental condition to the City; (c) If an environmental emergency exists, City & Contractor shall follow the rules (4), (5), (6), (7) & (8) under ORS 279C.525. If the City chooses to terminate the contract under this subsection, Contractor, if no negligence or omission on his/her part, shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of work completed. If City causes work to be done by another entity, Contractor may not be held liable for actions or omissions of the other entity.

OREGON STATE PUBLIC CONTRACT PROVISIONS

Contractor shall comply with all applicable provisions of ORS Chapters 279A and 279C as if fully set out herein. Without limiting the generality of the preceding sentence, the following specific provisions apply.

Contractor Shall:

- Make payment promptly, as due to all persons supplying to the contractor labor or material for the performance of the work provided for the Contract.
- Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the Contract.
- Not permit any lien or claim to be filed or prosecuted against the Agency or City of Florence.
- Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Demonstrate that an employee drug testing program is in place. City, on behalf of FURA, has the right to audit and/or monitor the program. On request by the City, Contractor shall furnish a copy of the employee drug-testing program.
- Salvage or recycle construction and demolition debris, if feasible and cost-effective.

Prompt Payment/Contractor Refusal to Make Payment:

- If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the public improvement contract as the claim becomes due, the Agency/City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.
- If Contractor or first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract within 30 days after receipt of payment from the Agency (or in a case of Subcontractor, from Contractor), Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or fist-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- If Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or material in connection with, the person may file a complaint with the Construction Contractor Board (CCB), unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

Hours of Labor - Posting Hours of Labor:

 For work under this contract, a person may not be employed for more than 10 hours in any one day, or 40 hours of work in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in those cases, the employee shall be paid at least time and a half pay:

- a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
- c. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- Contractor is not required to pay overtime if the request for overtime pay is not filed within 30 days of completion of the Contract if Contractor has posted and maintained in place a circular with the information contained in ORS 279C.545 as required by ORS 279C.545(1).
- Contractors and Subcontractors must give notice in writing to employees who perform work under this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

Medical Coverage to Employees:

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

Worker's Compensation:

 All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless exempt under ORS 656.126. Contractor shall insure that each of its Subcontractors comply with these requirements.

Recycle Materials:

• Contractor will utilize where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's cost do not exceed the costs of non-recycled products by more than five percent (5%).

Obligation to Pay Subcontractor & Suppliers within 10 Days:

• Contractor shall include in each first-tier subcontract, including contracts with material suppliers, a clause that obligates Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts paid to Contractor by Agency under this contract, and if payment is not made within 30 days after receipt of payment from Agency, to pay an interest penalty as specified in ORS 279C.515(2) to the first-tier Subcontractor. The interest penalty does not apply if the only reason the delay in payment is due to a delay in payment by Agency to Contractor. Contractor shall include in each of Contractor's subcontracts, a provision requiring the first-tier Subcontractor to include a similar payment and interest penalty clause and shall

require Subcontractors to include similar clauses with each lower-tier Subcontractor or supplier.

Certifications:

- By signing the Contract, Contractor will certify that all Subcontractors performing construction work will be registered by the Construction Contractors Board (CCB) or licensed by the State Landscape Contractors Board before the Subcontractor starts work on the Project.
- By signing the Contract, Contractor will certify that it will comply with Oregon tax laws.
 In addition: Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Contract/Agreement.

INDEMNITY - HOLD HARMLESS

Contractor shall defend, indemnify, and hold the Agency and the City, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with Contractor's performance of the Contract/Agreement or by conditions created thereby, or based upon Contractor's violation of any statute, ordinance or regulation.

INSURANCE

General Liability

• Contractor shall purchase and maintain commercial general liability insurance with minimum coverage of \$1.5 million per occurrence and \$2 million aggregate. The policy shall name the City as an additional insured and cover acts and omissions of Contractor and its Subcontractors of any level. Contractor shall be liable for the full amount of any claims resulting from negligence or intentional misconduct of Contractor, its subcontractors, and their officials, agents and employees in the performance of this Contract, even if not covered by or in excess of insurance. In addition, Sections 104.3.00, 104.4.00 and 104.5.00 of the General Conditions are applicable to this Contract.

Workers Compensation

 Workers compensation insurance as required by ORS Chapter 656. Contractor shall ensure that each subcontractor obtains workers compensation insurance. The Contractor shall ensure that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing Work. In addition, Section "Oregon State Public Contract Provisions" – subsection "Workers' Compensation" and section "Independent Contractor – Non-Partnership" of this Contract is applicable.

Builder's Risk

Contractor shall provide builder's risk insurance on an all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for amount equal to at least the value of the amount installed. Any deductible shall not exceed \$50,000 for each loss, except that the earthquake and flood deductible shall not exceed 5% of each loss or \$50,000, whichever is greater. The policy shall include the Florence Urban Renewal Agency and the City of Florence as loss payee.

Automobile Insurance

• If required, the combined single limit per occurrence shall be in an amount at least equal to the State/DMV requirements.

BONDS

Payment and Performance Bonds

• Contractor shall provide a separate Performance Bond and a separate Payment bond in a form acceptable to the City of Florence, on behalf of the Agency. Each bond shall be equal to 100% of the Contract amount. The Performance Bond and Payment Bond must be signed by the Surety's Attorney-in-fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Florence's consent, nor will the City release them prior to Contract completion. Bonds must be originals – faxed or photocopied bond forms will not be accepted.

Public Works Bond

 Contractor will file with the Construction Contractors Board (CCB) a Public Works Bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000 prior to starting work on this contract. Contractor is aware of the provisions of ORS 279C.600 and 279C.605 relating to notices of claim and payment of claims on public works bonds.

IMPACT ON TRAFFIC AND PROPERTY

Contractor shall adopt reasonable means and comply with all laws, ordinances, and regulation in order to minimize interference to traffic and damage to both public and private property; And in accordance with Section 00220 of the Specifications, shall provide a traffic plan, maintain two-way traffic unless approved otherwise by the City of Florence, and make every effort to maintain public safety and convenience. Contractor shall provide adequate noise control and shall control all obstructions to traffic in accordance with the manual on uniform traffic control devices if applicable.

PREVAILING WAGE

Basic Requirement

In accordance with ORS 279C.840, Contractor shall pay to workers in each trade or
occupation the current, applicable State prevailing rate of wage as established by the
Oregon State Bureau of Labor and Industries (BOLI). The wage rates applicable are those
in effect at the time Project was first advertised.

Posting of Prevailing Wage Rates

• Contractor, Subcontractor shall post the prevailing wage rates and fringe benefits in the locality where the labor is performed.

Certifications of Wage Rates to City of Florence

Contractor shall furnish weekly to the City of Florence certified statements, in writing on a
form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) The hourly
rate of wage paid each worker whom the Contractor or Subcontractor has employed upon
the public works improvement; and (b) That no worker employed upon the public works
has been paid less than the prevailing rate of wage or less than the minimum hourly rate
of wage specified in the Contract.

• If the Contractor has not filed the certified statements as required under this contract, the City of Florence, on behalf of the Agency, is required by law to retain 25% of any amount earned by the Contractor until the Contractor has complied. Final payment cannot be made without all applicable wage rates on file with the City.

Applicability of both Federal (Davis-Bacon) and State (BOLI) Prevailing Wage Rates

• When a public works project is subject to the Davis Bacon Act (40 U.S.C.3141 et seq.), the Contractor and every Subcontractor shall pay the higher of the two (BOLI and Davis Bacon) prevailing wage rates.

Access to Wage Rate Records – Worker Interview Verification

Contractor shall allow the Bureau of Labor and Industries (or Federal Officials) to enter
the office or business establishment of Contractor at any reasonable time to determine
whether the prevailing rate of wage and or the higher of the State prevailing wage rate
and the Davis-Bacon wage rate is actually being paid and shall make payment records
available to BOLI or Federal Officials on request. Contractor shall require Subcontractors
to provide the same right of entry and inspection. In addition, shall allow interviews with
persons with each discipline (trade) to determine if the correct wage rate is actually being
paid.

All BOLI Requirements Applicable

Contractor must comply with all laws and regulations relating to prevailing wages, whether
or not set out in this Contract. Further information regarding prevailing wages,
including requirements applicable to Contractor, is available at:
http://www.oregon.gov/BOLI/WHD/PWR/index.shtml. And available by contacting the
Bureau of Labor & Industries at 971-673-0839. The prevailing wage rates effective July
1, 2018 are applicable to this contract.

WARRANTIES

All work shall be guaranteed for a period of one (1) year against defects in materials and workmanship. Contractor unconditionally warrants all work and materials for this Project, including additional work authorized under change orders, against any defects whatsoever, for one (1) year from the date of acceptance by the City of Florence, on behalf of the Agency, except that manufacturers' warranties and extended manufacturer warranties as specified in the contract documents or otherwise is a standard manufacturer product warranty shall not be abridged. In addition to its right to proceed on the warranty, the City may recover for breach of contract or negligence even if defects do not become evident during the warranty period. The Contractor also agrees to hold the Florence Urban Renewal Agency and the City of Florence harmless from claims of any kind arising from damage due to said defects.

LIQUIDATED DAMAGES

Contractor agrees to pay liquidated damages in accordance to Sections 00180.85(b) and 00180.85(c) of the Specifications. The Agency is authorized to deduct the amount of the liquidated damages from any amounts due and the Contractor and its Surety shall be liable for any excess. If the Contract is terminated for default (see following "Termination") and if the Work has not been completed by other means on or before the expiration of Contract time or adjusted Contract time, liquidated damages will be assessed against the Contractor for the duration of time reasonably required to complete the work.

TERMINATION OF CONTRACT AND SUBSTITUTED PERFORMANCE

Termination for Default – Termination of the Contract for default may result if the Contractor:

- Violates any material provision of the Contract;
- Disregards applicable laws and regulations or the Engineer's instructions;
- Refuses or fails to supply enough materials, equipment, or skilled workers for the prosecution of the Work in compliance to the Contract;
- Fails to make prompt payment to Subcontractors;
- Makes an unauthorized general assignment for the benefit of the Contractor's creditors;
- Has a receiver appointed because of the Contractor's insolvency;
- Is adjudged bankrupt and the court consents to the Contract termination; or
- Otherwise fails or refuses to faithfully perform the Contract according to its terms and conditions.

If the Contract is terminated by the Agency, upon demand the Contractor and Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of all materials and equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments.

If the Contract is terminated for default, neither the Contractor nor its Surety shall be:

- Relieved of liability for damages or losses suffered by the Agency and/or the City because
 of the Contractor's breach of Contract; or
- Entitled to receive any further progress payments until the Work is completed. However, progress payments for completed Work that remain due and owing at the time of Contract termination may be made according to the Agency's payment terms, except that the Engineer will be entitled to withhold sufficient funds to cover costs incurred by the Agency as a result of the termination. Final payment to the Contractor will be made according to the Agency's payment terms.

If a termination under this provision is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination of public convenience.

Termination for Public Convenience

- The Engineer may terminate the Contract in whole or in part whenever the Engineer determines that termination of the Contract is in the best interest of the public.
- Notice: The Engineer will provide the Contractor and the Contractor's Surety seven (7) calendar days' written notice of termination for public convenience. After such notice, the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of materials and equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments.
- Compensation: Compensation for Work terminated by the Engineer under this provision
 will be determined by the amount of Work completed/installed and materials and
 equipment furnished and the status of payment (paid/un-paid) for such Work, materials,
 and equipment; less any outstanding labor or material claims against the Contractor.

Substituted Performance

According to the Agency's procedures, and upon the Engineer's recommendation that sufficient cause exists, the Agency, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety ten (10) calendar days' written notice may:

- Terminate the Contract;
- Substitute the Contractor with another Entity to complete the Contract;
- Take possession of the Project Site;
- Take possession of materials on the Project Site;
- Take possession of materials not on the Project Site, for which the Contractor received progress payments;
- Take possession of equipment on the Project Site that is to be incorporated into the Work;
- Take possession of equipment not on the Project Site that is to be incorporated into the Work, and for which the Contractor received progress payments; and
- Finish the Work by whatever method the City, on behalf of the agency, deems expedient. If within the ten (10) calendar days' notice period provided above, the Contractor and/or its Surety corrects the basis for declaration of default to the satisfaction of the Engineer, or if the Contractor's Surety submits a proposal for correction that is acceptable to the Engineer, the Contract will not be terminated.

ASSIGNMENT

Contractor shall not assign or transfer its interests in this contract without prior written consent of Agency, which consent may be withheld in the Agency's sole, subjective discretion; nor shall the Contractor assign any monies due or to become due hereunder without the prior written consent of the City of Florence, on behalf of the Agency.

INDEPENDENT CONTRACTOR - NON-PARTNERSHIP

The Contractor shall perform all work under this Project as an Independent Contractor or Independent Agent and shall not be considered as an agent of the Florence Urban Renewal Agency or the City of Florence, nor shall the Contractor's Subcontractors or employees be subagents of the Florence Urban Renewal Agency or the City of Florence. In addition:

- The Work to be rendered under this Project is that of Independent Contractor. Contractor is not an officer, employee, or agent of the Agency/City under ORS 30.265 or ORS 30.287, and Contractor is not to be considered an officer, employee, or agent of the Agency/City for any purpose. Contractor shall be solely and entirely responsible for its act and for the acts of its subcontractors, agents, or employees during the performance of this Project. Contractor is an Independent Contractor for the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under any Contract/Agreement applicable to the Project.
- No Agency, Partnership, or Joint Venture Neither the Agency/City nor Contractor by virtue of any Agreement applicable to this Project, is a partner or joint venture with the other party in connection with the activities carried out under this Project.
- Any Contract/Agreement applicable to this Project is not intended to entitle the Contractor
 or any of its Subcontractors to any benefits generally granted to City Employees.
 Contractor shall be responsible for all federal or state taxes applicable to

compensation or payment paid to Contractor under any Contract/Agreement applicable to this Project.

FORCE MAJEURE

Contractor shall not be held responsible for delay or default caused by fire, riot, act of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

SEVERABILITY

In the event any of the provisions or portion of the Contract/Agreement are held to be unenforceable or invalid by any court of competent jurisdiction for any reason, such invalid or unenforceable provision shall in no way effect the validity or enforceability of the remaining provisions or portions.

WAIVERS

No term or condition of this Contract/Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing signed by the Party charged with such waiver. Any waiver of any provision of the Contract, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion. The failure of either Party to enforce any provision of the project documents shall not constitute a waiver by the Agency of that or any other provision.

MERGER

No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. A waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor by signature of its authorized representative hereby acknowledge that Contractor understands the Contract and agrees to be bound by its terms and conditions.

LIMITATION OF AUTHORITY

City, on behalf of the Agency, retains its authority to execute all applications, contracts and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Contract, or as authorized in writing.

ATTORNEY FEES AND GOVERNING LAW

In the event an action, suit of proceeding, including appeal, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court of the State of Oregon.

REMEDIES

The remedies provided for in the Contract are cumulative, and in addition to other remedies available at law. Contractor agrees that, due to the health, safety and welfare issues that relate to timely and acceptable completion of the Project to be constructed under this Contract, the Agency may not have an adequate remedy at law in the event of a breach of this Contract by Contractor, and that the Agency may obtain injunctive relief at the sole election of the Agency.

COUNTERPARTS

The Contract may be signed in one or more counterparts (including change orders), each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

GENDER: SINGULAR - PLURAL

Whenever masculine, feminine, neuter, singular, plural, conjunctive, or disjunctive terms are used in the Contract, they shall be construed to read in whatever form is appropriate to make the Contract applicable to all the Parties and all circumstances, except where the context of the Contract clearly dictates otherwise.

INTERCHANGEABLE TERMS IN CONTRACT AND RELATED DOCUMENTS

- Contract and Agreement are interchangeable;
- Agency, City, and Owner are interchangeable; and,
- Engineer, City Engineer, Agency Engineer are interchangeable this can be further construed to include Project Manager and Public Works Director and or the designee of the City/Agency Engineer and Public Works Director (collectively, an authorized official of the City of Florence and the Florence Urban Renewal Agency).

NOTICES

All notices of a legal nature shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of such notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows: City of Florence, 250 Highway 101 North, Florence, Oregon 97439, Attn: City Manager, Phone: 541-997-3437. Service by mail shall be deemed complete on the date of actual delivery or three (3) business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served up receipt of the facsimile or E-Mail, followed by mail delivery.



THE PARTIES SIGNING BELOW WARRANT, REPRESENT, AND AGREE THAT THEY HAVE AUTHORITY TO SIGN THIS AGREEMENT AND AGREE TO ALL TERMS

CONTRACTOR:		-
BY:		-
TITLE:		-
DATE:		-
FLORENCE URBAN	I RENEWAL AGENCY, OREGON	
BY:		-
TITLE:	CITY MANAGER, CITY OF FLORENCE	
DATE:		-
Memo		



SPECIAL PROVISIONS

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

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

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

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

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA) www.atssa.com
- ODOT Construction Section www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section Qualified Products List (QPL) www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Estimating www.oregon.gov/ODOT/Business/Pages/Steel.aspx
- Oregon Legislative Counsel www.oregonlegislature.gov/lc
- ODOT Procurement Office Conflict of Interest Guidelines and Disclosure Forms www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx
- ODOT Procurement Office Construction Contracts Unit Notice of Intent www.oregon.gov/ODOT/Business/Procurement/Pages/NOI.aspx
- ODOT Procurement Office Construction Contracts Unit prequalification forms www.oregon.gov/odot/business/procurement/pages/bid_award.aspx
- Oregon Secretary of State: State Archives sos.oregon.gov/archives/Pages/default.aspx
- ODOT Traffic Control Plans Unit

www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx

 ODOT Traffic Standards www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx

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

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

Add the following definition:

City – The City of Florence, Oregon, acting through its designated representative(s).

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

00120.05 Request for Solicitation Documents – Replace this subsection with the following:

Complete digital contract documents are available at www.ci.florence.or.us/rfps. An informational copy of the contract documents is on file for inspection at the City of Florence City Hall. All prospective bidders must provide a valid e-mail address and be added to the Plan Holders List by downloading the documents from the City's website. Notification of Addenda issuance will be issued via e-mail to the addresses listed on the Plan Holders List. Bid results will be made available on the city's website.

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

FLORENCE URBAN RENEWAL AGENCY
MAPLE ST. AND QUINCE ST. GATEWAY MONUMENTS
CITY PROJECT NO. FURA-20-01

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

The Agency reserves the right to issue Addenda making changes to the Plans, Specifications, or quantities. The Agency will provide Addenda via email to contractors shown on the Plan Holders List only.

Bidders, not the Agency, shall be responsible for failure of Bidders to obtain Addenda.

00120.40 Preparation of Bids – Modify this subsection as follows:

(a) General - Delete subsection (2) "Electronic Bids". Electronic bids are not permitted.

- (c) Bid Schedule Entries Delete subsection (2) "Electronic Bid Schedule Entries". Electronic bids are not permitted.
- **(e) Bid Guaranty** Replace the first sentence with the following:

All Bids shall be accompanied by a Bid guaranty in the amount of 5% of the total amount of the Bid.

Delete subsection (2) "Bid Guaranty with Electronic Bids". Electronic bids are not permitted.

00120.45 Submittal of Bids – Replace this subsection with the following:

Bids shall be submitted in person, or by mail or parcel delivery service, to Megan Messmer, City Project Manager, City of Florence, 250 Highway 101, Florence, Oregon 97439, in a sealed envelope marked with the name of the Bidder, Project Name, and Project Number and the words "Sealed Bid for Florence Urban Renewal Agency Maple St. and Quince St. Gateway Monuments City Project No. FURA-20-01" If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the Bid inside the delivery or courier service's envelope. Bids may not be submitted by fax.

Bids may be submitted until 2:00 PM PST on the day of Bid Opening. Bids submitted after that time will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids. First Tier Disclosure forms may be submitted until 4:00 PM on the day of bid opening.

00120.60 Revisions or Withdrawals of Bids – In the paragraph that begins "(a) Paper Bids - Information entered into the …", replace "ODOT Procurement Office-Construction" with "City Project Manager".

Replace the bullet that begins..."Changes are received at the same..."with the following bullet:

"Changes are received by Megan Messmer, City Project Manager, City of Florence, 250
Highway 101, Florence, Oregon 97439, before 2:00 PM PST on the day of the Bid
Opening,"

In the paragraph that begins "A Bidder may withdraw...", replace "ODOT Procurement Office-Construction" With "City Engineer".

Replace the bullet that begins "The request is received at the same..." with the following bullet:

"The request is received by Megan Messmer, City Project Manager, City of Florence, 250
Highway 101, Florence, Oregon 97439, before 2:00 PM PST on the day of the Bid
Opening,"

Delete "(b) Electronic Bids"....Electronic bids are not permitted

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

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

00150.10 Coordination of Specifications and Plans – Modify as follows:

The Contract Documents, including but not limited to Contract Change Orders, the Special Provisions, the Plans, Technical Specifications, Supplemental Specifications, and the Standard Specifications are intended to collectively describe all of the items of Work necessary to complete the Project.

00150.10(a) Order of Precedence – Replace this Subsection with the following Subsection:

- (a) Order of Precedence The Engineer will resolve any discrepancies between these documents in the following order of precedence:
 - Contract Change Orders;
 - Addenda;
 - Agency-prepared drawings specifically applicable to the Project and bearing the Project title:
 - Special Provisions;
 - Reviewed and accepted, stamped Working Drawings;
 - Agency Standard Plans and Details;
 - Standard Drawings;
 - Approved Unstamped Working Drawings;
 - Supplemental Specifications;
 - · Standard Specifications; and
 - All other contract documents not listed above.

Notes on a drawing shall take precedence over drawing details.

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

00150.37 Equipment Lists and Other Submittals - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall submit Equipment lists, and other required submittals for approval by the Engineer. The Engineer will respond to requests for approval within 21 Calendar Days (65 Calendar Days if Railroad approval is required) after receipt by the Engineer unless otherwise specified in the Section of the Specifications requiring such approval.

00150.40 Cooperation and Superintendence by the Contractor – Add the following section:

(c) Use of Consultants - When indicated by Special Provision, the Contractor is advised that the availability of Agency personnel on this Project is limited and the Agency may hire consultants to perform some of its responsibilities for Material testing, Material weighing and checking, and/or surveying. The Contractor shall provide the Engineer with a written notification that such personnel are needed a minimum of 72 hours before performing Work requiring Material testing, Material weighing and checking, and/or surveying. If the Contractor suspends Work for more than three days on Work items requiring Material testing, Material weighing and checking, and/or surveying by the Agency, the Contractor shall again provide notice as set forth above. The Agency will not be responsible for delays occasioned by the Contractor's failure to provide the required written notice. The Contractor shall provide such notice whether or not the Agency hires a consultant to perform the required services.

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

00150.55 Cooperation with Other Contractors - Add the following to the end of this subsection:

The following contract work will be ongoing within the Project site during the following times:

Contract Name (Contractor's Name)

Estimated Times (From - To)

OR126/US101: Spruce St – Siuslaw Riv Br (Florence) February 6, 2020 - April 1, 2020 (Alex Hodge Construction)

00150.90(b) All Contract Work – Replace the bullet that reads "The Contractor has removed..." with the following bullet:

The Contractor has removed all Equipment, other than that incorporated into the Work; and

00150.91 Post-Construction Review - Replace this subsection, except for the subsection number and title, with the following:

The Contractor or the Engineer may request a Post-Construction Review meeting, to be held at a time prior to issuance of Third Notification but not earlier than 45 Days following the date of Second Notification. The meeting may be held if agreed to by both parties. The party making the request will conduct the meeting, and will announce the time and place of the meeting at least 15 Days prior to the meeting date. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects.

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

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

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications modified as follows:

00160.00 Definitions - Add the following to the end of this subsection:

- **(c) Blue Sheets** Prequalified products and submittals for qualification of electrical equipment and materials.
- **(d) Green Sheets** Conditionally prequalified products and submittals for conditional qualification of controller equipment.
- **(e) Red Sheets** Statewide list of certification exempt traffic management systems components pursuant to ORS 479.540 and OAR 918-261-0037.

Add the following subsection:

00160.07 Electrical Equipment and Materials - The Blue Sheets and Green Sheets are a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for use as electrical and controller equipment and materials for highway construction. The Blue Sheets and Green Sheets are available on the ODOT Traffic-Standards website (see 00110.05(e)). The most current version of the Blue Sheets and Green Sheets on the date of Advertisement is the version in effect for the Project.

When the Contract specifies the use of the Blue Sheets and Green Sheets, unless specified as the subject of an exemption per ORS 279C.345, the Agency may approve for use a product qualified for inclusion in a later edition of the Blue Sheets and Green Sheets or other equivalent product that meets the requirements of the Blue Sheets, following the Blue Sheet Qualification/Specification Information, or the Green Sheets, following the ODOT Standard Specification for Microcomputer Signal Controller and errata information, if the Agency finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to the Specifications or not properly handled or installed at no additional cost to the Agency.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.04 Patents, Copyrights, and Trademarks - Replace the paragraph that begins " Prior to use of designs, devices, materials, or processes..." with the following paragraph:

Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of Contractor's legal right to use such design, device, material, or process.

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

• ORS 646.725; or

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

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

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

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

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

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

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

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

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

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

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

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

Insurance Combined Single Limit Coverages per Occurrence		Annual Aggregate Limit	
Commercial General Liability	\$1,500,000	\$2,000,000	
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)	

00170.70(c) Additional Insured - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- The Florence Urban Renewal Agency and its officers, agents, and employees
- · Florence Urban Renewal Agency Board of Directors
- The City of Florence and its officers, agents, and employees
- Florence City Council
- Murraysmith, Inc.
- DLA, Inc.
- Peterson Structural Engineers

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

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

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

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

- The Florence Urban Renewal Agency and its officers, agents, and employees
- Florence Urban Renewal Agency Board of Directors
- The City of Florence and its officers, agents, and employees
- Florence City Council
- · Murraysmith, Inc.
- DLA, Inc.
- Peterson Structural Engineers

SECTION 00180 - PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 Days after the trucking services provider for hauling Materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions,

including, without limitation, 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a). If the trucking services are provided by an owner/operator:

Attach a copy of the data required under 00170.65(b)(4) to the trucking services agreement; and

Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

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

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

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Cooperation with Other Contractors	00150.55
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Special Events	. 00220.40(e)(2)(b)

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

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

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

00180.41(b)(2) Detailed Schedule - Replace the paragraph that begins "In addition to the above requirements ..." with the following:

In addition to the above requirements, and within 30 Calendar Days after the Notice to Proceed, the Contractor shall provide the Engineer one digital copy and four paper copies of a detailed time-scaled bar chart Project Work schedule indicating the critical course of the Work. The digital copy shall be compatible with the current version of Microsoft Project, the current version of Primavera P6 by Oracle, or another scheduling program approved by the Engineer.

00180.41(c)(1) Initial Schedule - Replace the paragraph that begins "10 Calendar Days prior to ..." with the following:

10 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer one digital copy and four paper copies of a time-scaled bar chart Project Work schedule. The digital copy shall be compatible with the current version of Microsoft Project, the current version of Primavera P6 by Oracle, or another scheduling program approved by the Engineer. The initial schedule shall show:

00180.41(c)(2) Detailed Project Work Schedule - Replace the paragraph that begins "In addition to the above requirements ..." with the following:

In addition to the above requirements, and within 30 Calendar Days after First Notification, the Contractor shall provide the Engineer one digital copy and four paper copies of a detailed time-scaled critical path method (CPM) network Project Work schedule and computer analysis printout, both clearly indicating the critical path. The digital copy shall be compatible with the current version of Microsoft Project, the current version of Primavera P6 by Oracle, or another scheduling program approved by the Engineer. The first submitted detailed time-scaled critical path method (CPM) network Project Work schedule shall also contain a listing of the quantity of Work for each activity, when appropriate, in common units of measure.

Add the following subsection:

00180.50(h) Contract Time - Complete all work to be done under the Contract, not later than the Project Completion Date specified in the Instructions to Bidders.

00180.70(b) Contractor's Responsibility during and after Suspension - Replace the paragraph that begins "During periods of suspension of the Work ..." with the following paragraph:

During periods of suspension of the Work, the Contractor shall continue to be responsible for protecting and repairing the Work according to 00170.80, and for ensuring that a single designated representative responsible for the Project remains available according to 00150.40.

00180.85(b)(1) Single Contract Time - Replace this subsection, except for the subsection number and title, with the following:

The Liquidated Damages for failure to complete the Work on time are \$500 per Calendar Day*.

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

Add the following subsection:

00180.85(c) Lane Closures - Lane closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event Traffic Lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

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

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

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

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

00195.12(d) Steel Materials Pay Item Selection - Add the following paragraph to the end of this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

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

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

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

Add the following subsection:

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

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

- Maintain access to all driveways within the work zone at all times.
- When construction requires the closure of a sidewalk or sidewalk ramp, place a Type "W1" SIDEWALK CLOSED" (OR22-12-21) sign at each point of closure.
- When construction requires the closure of a sidewalk, notify, in writing, the City of Florence at least 14 days in advance of the closure. Do not close the sidewalk until the City provides written approval. After approval, provide 48-hour public notification prior to closing the sidewalk.
- Obtain permission from the City of Florence before closing any city street. No city street closure will be permitted until the Engineer approves it and the area is signed according to Section 00225.
- Notify businesses no later than (5) working days prior to construction within their zone of traffic to accommodate necessary changes.

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

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

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

Maintain all Traffic Lanes on US101 and OR126 at all times.

One Traffic Lane in a single direction may be closed on Maple Street when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e-2). Maintain a single direction of traffic. Provide an approved detour for the closed lane.

Sunday at 7:00 p.m. to Friday at 3:00 p.m.

One Traffic Lane may be closed on Quince Street when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e-2). Maintain a single lane of traffic for each direction.

Sunday at 7:00 p.m. to Friday at 3:00 p.m.

00220.40(e)(2)(b) Special Events - Add the following to the end of this subsection:

The following special events will occur during this Project:

2020 Rhododendron Festival – May 14th, 15th, 16th and 17th, 2020

Backfill and provide temporary surfacing so there are no open excavations or abrupt edges during the special events.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

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

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

Add the following subsection:

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

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

- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
 - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
 - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.

00225.05 Traffic Control Plan – Replace this subsection with the following:

The Contractor will be required to create the project TCP. Submit the following for approval 5 Calendar Days before the preconstruction conference:

- (a) Contactor Traffic Control Plan Contractor to use a TCP developed by the Contractor and provide unstamped Working Drawings according to 00150.35 prepared by the TCS that includes the proposed TCP showing all TCM and quantities of TCD and the following:
 - A temporary pedestrian accessible route plan that includes:
 - · Details and features used to provide pedestrian accessibility.
 - Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet.
 - Temporary alternate facilities or detour routes for pedestrian traffic.
 - Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
 - Proposed order and duration of the TCM.
 - A detailed temporary striping plan.

If additional modifications are made to the Contractor-modified Agency TCP or the Contractor's TCP, submit stamped Working Drawings, according to 00225.05(b), at least 14 Calendar Days before beginning the construction activities that require the TCP changes.

Utilize method "B" for payment as described in 00225.90(b) Method "B" - Lump Sum Basis.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.16(d) Inlet Protection – Replace the bullet that begins "**Type 3: Prefabricated Filter Inserts** ..." with the following bullet:

• Type 3: Prefabricated Filter Inserts - Prefabricated filter inserts manufactured specifically for collecting sediment in drainage inlets and from the QPL. Include handles and fasteners sufficient to keep the insert from falling into the inlet during maintenance and removal of the insert from the inlet.

00280.16(e) Sediment Barriers – Replace the bullet that begins "**Type 7: Prefabricated Barrier System** …" with the following bullet:

• Type 7: Prefabricated Barrier System - Prefabricated barriers manufactured specifically for temporarily obstructing the flow of sediment-laden water and from the QPL.

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

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

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

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.10 Staging and Disposal Sites -

Replace the paragraph that begins "Locate staging areas and disposal..." with the following paragraphs:

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

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

00290.20(c)(1) General - Replace the paragraph that begins "Segregate all demolition debris according to..." with the following paragraph:

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

00290.20(c)(3) Reuse, Recycle and Dispose of Materials - Replace the title of this subsection with "Reuse, Recycle, Compost and Dispose of Materials".

(3) Reuse, Recycle, Compost and Dispose of Materials – Replace the three bullets with the following bullets:

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

00290.30(b) Pollution Control Plan - Replace the paragraph that begins "Develop and submit a PCP..." with the following:

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

Delete the paragraph that begins "A Pollution Control Plan...".

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

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

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

SECTION 00561 - GATEWAY MONUMENT STRUCTURES

Section 00561, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00561.00 Scope - This Work consists of furnishing and installing gateway monument structures and associated site work as shown. Work includes:

- Excavating, backfilling and disposing of materials in conjunction with the construction of the monument structure.
- Furnishing and placing steel reinforcement of the grade, type and size shown or specified for the monument structure.
- Furnishing, placing, and finishing structural concrete (poured in place and precast concrete) in close conformity to the lines, grades and dimensions shown or established for the monument structure.
- The manufacture, storage, transportation and installation of precast concrete panels as shown.

- Furnishing, fabricating, and erecting steel monument structures as shown or specified. It also includes miscellaneous hardware specified for the monument structure.
- Preparing and coating monument structures and features in the shop and in the field. This
 includes all:
 - Interior and exterior steel surfaces
 - Steel bearings and expansion joint assemblies
 - Other miscellaneous steel
 - · Galvanized and aluminum surfaces
- Furnishing and installing gateway monument lighting system, as shown.
- Site restoration, including replacing any disturbed existing landscaping, topsoil, mulch and/or irrigation system components, as needed.

00561.02 Preconstruction Conference and Inspections

- **(a) Preconstruction Conference -** Meet with Engineer, subcontractors, all Fabricators (Steel, Concrete, Aluminum and Lighting) at the preconstruction conference and in advance of ordering materials for fabrication. At this conference, present and discuss all phases of each fabrication process and schedule. Discuss construction process and the phases for each of the fabrication processes. Additional progress meetings will be coordinated as needed.
- (b) Inspections and Quality Control: The following are required inspections for approval.

Notify the Owner or Owner's Agent a minimum of 48 hours prior to each required inspection:

- Inspection of concrete base form work.
- · Inspection of representative sample of aluminum panel as designed.
- Inspection of representative sample of Prefabricated Concrete.
- Inspection of representative sample of powder coated aluminum panels.
- · Inspection of finished concrete components at shop.
- · Inspection of finished aluminum panels at shop.
- Inspection of metal and polycarbonate panel installation in field.
- Lighting inspection in the field.
- Structural Observations, as shown on J01
- Special Inspections and Testing, as shown on J02
- Substantial completion inspection.

An Independent Testing Laboratory chosen by the Owner will conduct inspection on all shop fabricated and on-site structural welding and bolting plus expansion anchor, grouted anchor, and adhesive anchor placement required for this construction.

00561.03 Working Drawings and Samples - Submit unstamped Working Drawings according to 00150.35. Any Work done before review of these drawings shall be at the Contractor's risk. When material is ordered in advance, obtain approval before placing the order.

- (a) Reviews The Engineer's review of the Working Drawings submitted will only cover "strength and detail" requirements. The Engineer assumes no responsibility for errors in dimensions and fittings.
- **(b) Revisions** Submit copies of any revisions to the detailed Working Drawings for review. This applies to each section of the process including steel structure, precast concrete, laser cut aluminum panels, lighting including, fittings and all hardware required for complete assembly and onsite construction. Work done before review of these revisions shall be at the Contractor's risk.
- **(c) Samples** All finishes and colors to be approved prior to work being done. Submit samples to Engineer 14 days in advance of ordering materials. Including a representative sample of the color and texture of the poured in place concrete.

Materials

- **00561.10 Concrete:** Provide Unstamped Working Drawings for complete assembly including formed lettering, coated backing and graphics to meet the requirements of 00150.35.
 - (a) Cast in Place Concrete Base Furnish cast in place concrete as shown with reinforcement to meet the requirements of 00540 and 00530.
 - (1) Concrete Mix Design Class 4000 3/4 structural concrete meeting the requirements of Section 02001. Concrete shall be composed of Portland cement, fine aggregate, coarse aggregate, water, and specified additives so proportioned and mixed as to produce a plastic workable mixture in accordance with requirements of this section of the specification and suitable to the specific conditions of placement.
 - **(2) Admixtures -** All admixtures used in any mix design shall be manufactured and supplied by the same admixtures company to insure compatibility.
 - **(3) Color and Sealant –** Use Integral Colored Concrete from Davis, Color Light Grey. Curing and sealing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integral colored concrete.
 - **(4) Colors for Recessed Surfaces** Recessed surfaces as shown, to be stained or painted black. Consideration must be given to the environment conditions when selecting this product. Acceptable manufacturers are limited to the following:
 - 1. Glidden Professional www.glidden.com/glidden-professional or
 - 2. TNEMEC Company, Inc www.tnemec.com
 - **(5) Finish** Give all concrete surfaces a general finish prior to the higher class finishes according to 00540.53(a). Screed the panel back face to eliminate surface distortions and open pockets of Aggregate. Acid etch for exposed aggregate finish and seal.

(b) Precast Concrete Panels, Caps & Pedestal

(1) Portland Cement Concrete - Class 4000 - 3/4 structural concrete meeting the requirements of Section 02001.

- **(2) Casting for Panels** Cast panels to the dimensions shown. Add D-ring connection devices for transportation and installation of panels. Place concrete in each panel unit without interruption and consolidate with an approved vibrator. Use a release agent throughout the casting operation.
- (3) Casting for Cap Cast cap to the dimensions shown on drawing A01
- (4) Supporting and Curing Maintain full support, cure the units, and do not strip or remove the forms from the units until the concrete has obtained a minimum compressive strength of at least 1,000 psi.
- **(5) Finish** Give all concrete surfaces a general finish prior to the higher class finishes according to 00540.53(a). Screed the panel back face to eliminate surface distortions and open pockets of Aggregate. Acid etch for light sand finish and seal.
- **(6) Color and Sealant** Use Integral Colored Concrete from Davis, Color Mesa Buff for Panels and Cap and Light Grey for Pedestal (see plans for details). Curing and sealing compound shall comply with ASTM C309 and be of same manufacturer as colored admixture, for use with integral colored concrete.
- (7) Colors and Finishes for Recessed Letters Recessed surfaces as shown, to be stained or painted black. Consideration must be given to the environment conditions when selecting this product. Acceptable manufacturers are limited to the following:
 - 1. Glidden Professional www.glidden.com/glidden-professional or
 - 2. TNEMEC Company, Inc www.tnemec.com
- **(8) Hardware** Provide all hardware in accordance to approved Working Drawings including but not limited to the following components for complete fabrication and installation.
 - **a. Weld Plates:** ASTM A36, or ASTM A572 Grade 50 where indicated, standard rolled shapes and sections fabricated to sizes and dimensions as detailed.
 - b. Block outs with threaded rods: For panel assembly
 - **c. D-rings:** For panel transportation.
- **(9) Tolerances** Manufacture units within the following tolerances:
 - **a. Unit Dimensions** Within \pm 1/2 inch between diagonals. Within \pm 3/16 inch for all other unit dimensions.
 - **b. Unit Face** Smooth formed surfaces within \pm 3/32 inch when measured with a 3-foot straight edge. Textured-finished surfaces within \pm 3/16 inch when measured with a 3-foot straightedge.
- (10) Acceptance of Panels and Cap Concrete Strength Acceptance will be according to 00540.17.
- **(11) Marking** On the rear face of each unit scribe the date of manufacture, the production sublot number, and the piecemark.

- **(12) Handling, Storing, and Shipping** Do not allow chipping, discoloration, cracks, or fractures during handling, storing, and shipping.
- (13) Rejection Units not meeting the requirements of this subsection will be rejected.

00561.11 Steel:

- **(a) Steel Reinforcement for Concrete** Furnish and install concrete reinforcing bars per Section 00530. Provide unstamped Working Drawings for reinforcing layout according to 00150.35.
 - (1) **General** Varying grades shall not be used interchangeably in structures. All such reinforcing shall be deformed steel bars with deformations conforming to the requirements set forth in ASTM Specification A615.

Steel bending processes shall conform to the requirements of ACI 318. Bending or straightening shall be accomplished so that the steel will not be damaged. Kinked bars shall not be used.

- **(2) Supports** Bar supports shall conform to ACI 315. Bar supports shall consist of approved high density "adobes", stainless steel chairs, plastic spacers or plastic shim plates.
- **(b) Internal Structural Steel Framework** Furnish and install structural steel elements to match dimensions and details document on structural plans.
 - (1) General Shop fabricate miscellaneous steel and iron work, including brackets, braces, angles, lintels, anchors, supports, or other items as shown for support or connection of other work. Furnish items to other trades when setting and installation is part of their work.

A list of items needed for the construction of the structure are herein specified and constitutes a description of the type of materials necessary to fabricate such items. However, this does not imply that each individual item on the job is herein listed.

(2) References:

- The American Institute of Steel Construction (AISC).
- American Society for Testing and Materials (ASTM).
- The American Welding Society (AWS).
- The Society for Protective Coatings (SSPC).
- (3) Submittals Submit the following in accordance with 00150.35.
- Unstamped Working Drawings detailing fabrication of structural steel components.
- Cross reference Working Drawing details to detail numbers as shown to facilitate checking.
- Include details of cuts, connections, splices, camber, holes, and other pertinent data.

- Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
- Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify high-strength bolted slip-critical, direct-tension, or tensioned shear/bearing connections.
- Welding procedure specifications (WPS) for all different welding types and fit-ups.
- Mill certificates attesting to grades of structural steel, steel tubing and pipe.
- Headed studs certification for Nelson process.
- **(4) Structural Steel Shapes:** ASTM A36, or ASTM A572 Grade 50 where indicated, standard rolled sections of size and weight fabricated as detailed.
- (5) W and WT Shapes: ASTM A992, Grade 50.
- (6) Other Rolled Shapes: ASTM A36.
- **(7) Structural Steel Tubing:** ASTM A500, Grade C, structural steel tubing in size, weight, and wall thickness fabricated as detailed.
- **(8) Ledgers, Angle Frames, Headers, and Blocking:** ASTM A36, standard rolled section of size and weight fabricated as detailed.
- **(9) Plates, Clips, Hangers and Brackets:** ASTM A36, or ASTM A572 Grade 50 where indicated, standard rolled shapes and sections fabricated to sizes and dimensions as detailed.
- (10) Anchor Rods, Bolts, Screws, Nuts and Washers:
 - (a) Headed Rods: ASTM F1554, Grade 36 and Grade 55, as noted.
 - **(b) Headed Bolts:** ASTM A325, Type 1, heavy hex steel structural bolts and heavy hex carbon-steel nuts.
 - **(c) Bolts:** ASTM A325N or A490N bolts for structural bolting and ASTM A307 bolts where noted as machine and anchor bolts.
 - **(d) Screws:** ASTM C954, No. 10 diameter by length required to penetrate steel flange by not less than 3 exposed threads and with polymer coating.
 - **(e) Nuts and Washers:** Nuts and washers for all bolted connections to be ASTM A36. Provide hot-dip galvanized finish ASTM A153 Class C when installed with galvanized items.
 - **(f) Non high-Strength Bolts, Nuts and Washers:** ASTM A307, Grade A; carbon-steel, hex-head bolts; carbon-steel nuts; and flat, unhardened steel washers. Provide hot-dip zinc-coating, ASTM A153, Class C, unless noted otherwise.

- **(g) High-Strength Bolts, Nuts and Washers:** ASTM A325, Type 1, heavy hex steel structural bolts, heavy hex carbon-steel nuts, and hardened carbon-steel washers. Provide hot-dip zinc-coating, ASTM A153, Class C, unless noted otherwise.
- (h) Welding Electrodes: Comply with AWS requirements.
- (i) **Epoxy Concrete Anchors:** Zinc plate finish. Must be ICC approved for cracked concrete and 2012 IBC.

00561.12 Aluminum - Furnish new aluminum materials conforming to the following requirements:

Aluminum Sheet F	ASTM	B209
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Color coated aluminum shall be of an alloy which is compatible with the coating and the application process. The color-coated aluminum shall have a temper that, after coating and aging, provides an ultimate strength of 30,000 psi and a yield strength of 25,000 psi.

- **(a) Fabrication** Shop fabricate aluminum panels per the approved Working Drawings. Fabricate sheet aluminum panels from aluminum alloy 6061-T6, 5052-H38, 5154-H38, or approved equal. Provide certified test reports for all heats of aluminum products furnished to the Agency. Panels shall be 0.24" in thickness.
- **(b) Powder coating** Furnish powder coating material with Super Durable 038/60060 Medium Bronze Metallic from TIGER, Contact 1-800-243-8148.
- **(c) Hardware** The bolts, nuts, and washers used to fabricate and erect the panels shall be aluminum alloy, stainless steel, or galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel shall be Type 316. Galvanized steel bolts, nuts, and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153). Use nylon shoulder washers spacers to separate metals. All mounting hardware shall be of the design and type shown, or if not shown shall be of such sizes and kinds as approved by the Engineer.
- **(d) Submittals -** Submit unstamped Working Drawings detailing fabrication of aluminum panels the following in accordance with 00150.35.

00561.13 Additional Materials

- (a) Polycarbonate panels Provide CNC cut Koda XT panels by 3form (Contact: Hilary Noah, 541-513-5843) meeting the following requirements:
 - Style: Crystal Clear + Lemon N14 + Vapor W05

Gauge: ½"

Face Finish: VellumBack Finish: Vellum

Provide unstamped Working Drawings according to 00150.35 that indicate methods of waterproofing and complete assembly of panels.

Provide hardware according to the Working Drawings.

Do not allow chipping, discoloration, cracks, fractures or scratches during handling, storing, and shipping.

- **(b) Additional Hardware** Any additional mounting hardware shall be of the design and type shown, or if not shown shall be of such sizes and kinds approved by the Engineer.
- **(c) Steel Round Spire** Custom fabricate spire to the dimensions shown and powder coat to match panels.
- **(d) Caulking** Furnish structural steel caulking from the QPL and approved for use by the coating manufacturer. Unless the caulking is to be over coated, the caulking color shall be clear or shall approximate the color of the top coating.

Furnish industrial grade polystyrene or polyurethane backing material of sufficient diameter to fill the crevices or gaps as required.

Obtain the Engineer's approval of the caulking and backing material before using.

00561.14 Lighting System - Furnish lighting system as shown, meeting the requirements of 00960. Furnish and install LED lighting system within the upper aluminum panels to achieve a glow. Furnish and provide up-lighting at exterior base of monuments to illuminate front face.

Provide the following Internal Fixtures:

- (a) Flat LED Fixture, Aluminum finish.
- (b) 10W 4K LE, 1000 LUM minimum
- (c) B-K LIGHTING SA-LED-X54-WFL-BLP-13.
- (d) Adjustable Dimming & Controller.
- (e) B-K LIGHTING HP2-010-MT-GMS-P. IP66 RATED, suitable for wet locations

Provide the following Uplighting Fixtures:

- (a) Flat LED Uplight, Aluminum finish.
- (b) 10W 4K LE, 1000 LUM minimum
- (c) B-K LIGHTING SA-LED-X54-WW-BLP-13-BD
- (d) ADJUSTABLE DIMMING DRIVER
- (e) B-K LIGHTING HP2-010-MT-GM-P. IP66 RATED, suitable for wet locations.

Labor

- **00561.30 Quality Control Personnel** Provide technicians with CAgT and QCT certifications. Provide an on-site quality control manager who shall be responsible for managing quality control related to all preparation and coating quality control activities. The quality control manager shall not be employed in a supervisory role for any preparation or coating Work
- **00561.31 Fabricators** Perform all welding and inspection of welding according to 00560.26.
- **00561.31 Electrical Systems** All electrical Materials and workmanship shall conform to the requirements of 00960.

Construction

00561.40 General:

- (a) Assembly Assemble in the shop the field connections of main members of the gateway monument, including precast concrete panels, cap, structural steel framework, polycarbonate panels, aluminum panels and all components needed for complete assembly of the project
- **(b) On site construction** Construct gateway monument per the approved Working Drawings and as shown.

00561.42 Concrete Base:

- (a) Reinforcing Construct reinforcement for cast-in-place base as shown and in accordance with Section 00530.
 - (1) General Mild steel reinforcing bars shall be furnished, cut, bent and placed as shown. All reinforcing steel placed in the work shall be tied together and supported in such a manner that displacement during placing of concrete will not occur. When there is a delay in depositing concrete, reinforcement shall be reinspected and cleaned when necessary.
 - **(2) Cutting and Bending** Steel reinforcement shall be cut and bent in accordance with ACI 318 and with approved practices and machine methods, either at the shop or in the field. Reinforcement shall be accurately formed to the dimensions shown and on the bending schedule. Bends for hooks on bars shall be made around a pin having a diameter not less than six times the minimum thickness of the bar.
 - (3) Minimum Bar Spacing The clear distance between parallel bars shall not be less than one and one-half times the diameter of the bars and, unless specifically authorized, shall in no case be less than one inch, nor less than the maximum size of coarse aggregate specified.
 - **(4) Concrete Cover (Minimum)** On all formed surfaces which will be exposed to water, ground or the elements, there shall be a nominal cover over the steel of 2 inches for bars number 6 through number 18 and 1.5 inches for bars number 5 and smaller, with an installation tolerance of + 1/4 inch. When crossing bars of different diameter are encountered in one face, one shall consider the bar size and location that will provide the largest cover over the nearest steel to the outside surface.

Unless otherwise specified in these specifications or shown, all reinforcing steel facing subgrades in footing and floors for concrete construction of the tank shall be given a nominal protective cover of 3.0-inch minimum. The largest cover shall be used when different size bars are encountered in one face.

The minimum cover over reinforcing steel for concrete construction of other facilities shall be as shown.

No "bury" or "carrier" bars will be allowed unless specifically approved by the Engineer.

- **(b) Cast-in-Place Base** Construct cast-in-place base in accordance with Section 00550. Cure cast-in-place leveling pads at least 12 hours before placing the concrete panels.
 - (1) Mixing Concrete shall be batched in fully automatic or semi-automatic stationary plants or approved portable batch type plants, and mixed in stationary or truck mixers. Mixing equipment and mixing procedures shall be subject to the approval of the Engineer.
 - **(2) Site-Mixed Concrete** Conform to ACI 304 except as modified by these Special Provisions. Use a batch type mixer capable of combining the aggregates, cement, and water within the specified time into a thoroughly mixed and uniform mass and discharging the mixture without segregation.

Use supporting equipment that can accurately proportion the cement, the coarse and fine aggregates, the admixtures, and the water which enters the mixing drum. Proportion the cement and aggregate by weight.

Discharge each entire batch before recharging. Do not allow the volume of the mixed materials per batch to exceed the manufacturer's rate capacity of the mixer.

Mixing time shall be as follows:

- For mixer of capacity of 1 cubic yard or less, one and one-half minutes after batching is completed.
- For mixers of capacities larger than 1 cubic yard, one and one-half minutes plus one-half minute for each additional 1/2 cubic yard capacity or fraction thereof in excess of 1 cubic yard.
- The mixer shall revolve at a uniform rate as specified by the manufacturer for the mixing equipment.
- **(3) Ready-mixed Concrete** Provide central-mixed concrete conforming to ASTM C94 except as modified by these Special Provisions.

Limit the haul time of central-mixed concrete so that the specified slump is attained without the onsite addition of water which will cause the mix design water-cement ratio to be exceeded. In no event shall the time exceed 90 minutes from the batch plant to the completion of the pour, unless specifically approved by the Engineer.

Use truck-transported, dry-batched concrete or mix on the jobsite when haul time is excessive. Do not retemper partially hardened concrete.

Every reasonable precaution shall be taken to protect finished surfaces from abrasion or other damage. Concrete surfaces or edges likely to be injured during the construction period shall be protected by leaving the forms in place or by erecting satisfactory covers. No fire shall be permitted in direct contact with concrete at any time.

(4) Placement of Concrete - Placement shall conform to ACI 304 except as modified by these Specifications.

Notify the Engineer of readiness, not just intention, to place concrete in any portion of the work. This notification shall be made a minimum of 48 normal working day hours prior to proposed concrete placing. All forms, steel, anchors, ties, inserts, and other embedded items shall be in place before the Contractor's notification of readiness is given to the Engineer.

Schedule sufficient equipment for continuous concrete placing, program backup equipment, and the actions to be taken in case of an interruption in placing. Provide extra concrete vibrators. Test the concrete vibrators the day before placing concrete.

Use mechanical vibration in placing concrete to eliminate rock pockets and voids, to consolidate each layer with that previously placed, to completely embed reinforcing bars and fixtures, and to bring just enough fine material to exposed surfaces to produce a smooth, dense, and even texture. Vibrators shall be of the high-frequency internal type, and the number in use shall be ample to consolidate the incoming concrete to a proper degree within 15 minutes after it is deposited in the forms. In all cases, at least three (3) operable vibrators shall be available at the site. Use external vibrators for consolidating concrete when the concrete is otherwise inaccessible for adequate consolidating, provided the forms are constructed rigidly enough to resist displacement or damage from external vibration.

Do not place concrete during rainstorms. Protect concrete placed immediately before rain to prevent rainwater from coming in contact with it. Keep sufficient protective covering on hand at all times for this purpose.

- **(5) Pumping Concrete** Do not use aluminum pipes for delivery of concrete to forms. Before pumping is started, prime the delivery pipe or hose by pumping mortar through the line using 5 gallons of mortar for each 50 feet of delivery line. Do not deposit mortar in the forms.
- **(6) Finish** Finish the concrete base with a general surface finish according to 00540.53(a). Acid etch for light sand finish and seal.
- (7) Internal drainage components Install weep holes for internal drainage as shown.

00561.44 Constructing Monument:

(a) Structural Steel Framework:

- (1) Finishes Provide Hot-dip galvanized finish ASTM A123, Coating Grade 60, for all steel and iron items exposed in exterior locations, and elsewhere as detailed.
- **(2) Fabrication** Fabrication and erection shall meet the requirements of the AISC Specifications.

Cut shapes to pattern, sizes, and dimensions as detailed and approved. Punch and drill holes accurately, maintaining proper edge and end clearance and proper diameter to fit each fastening. Remove rust, scale, grease and oil after fabrication and prime paint.

Furnish and shop assemble all items true to measurements taken at the job, disassembled and ship to the job, complete with all sleeves, bolts, etc., necessary for erection.

Mark each member or assembly of members with erection marks for identification; furnish an erection diagram with marks documented. Load structural members or assembled units in such a manner that they may be transported and unloaded without being excessively stressed, deformed or otherwise damaged. Place fabricated material on skids, off the ground; keep clean and properly drained.

All welding performed by certified welders and in accordance with AWS Code. Grind welds on architecturally exposed items to make smooth and flush when ready for paint finish.

Grind exposed ends and cut edge of all items smooth and slightly beveled to remove sharpness, burrs, and cutting marks. Use gas cutting torch in the field to cut holes or correct fabrication errors only after submitting each condition to Engineer for review.

(3) Erection - Comply with the AISC Specifications and Code of Standard Practice, with specified requirements.

Use special care in unloading, handling, and erection, to avoid bending, twisting, or otherwise distorting the members. Plan and execute the erection in such a way that the close fit of the joints and the structure as a whole will not be impaired.

Do not set permanent bolting or welding until as much of the structure as will be stiffened thereby has been properly aligned and within tolerances.

At completion of erection, touch-up paint bolts and field welds and abrasions with the same paint used for shop painting. Repair galvanized steel in accordance with ASTM A780.

(4) Field Assembly - Set structural frames accurately to the lines and elevations indicated. Align and adjust the various members forming a part of a complete frame or structure before permanently fastening. Clean bearing surfaces and other surfaces which will be in permanent contact before assembly. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

Level and plumb individual members of the structure within AISC tolerances.

All beams and girders shall be cambered as indicated on the Drawings. Where no camber is specified, natural camber of the member shall be up, opposite for cantilevers.

Splice members only as detailed or specified.

Provide temporary bracing where necessary to take care of loads to which the structure may be subjected, including erection equipment, and its operation. Leave bracing in place as long as may be required. Concrete walls and floors are required for stability of the steel frame.

Bolt using high-strength threaded fasteners. Assemble in accordance with AISC Specification for Structural Joints, including Supplement No. 1, March 11, 1986, using ASTM A325N and ASTM A490N bolts.

(b) Precast Concrete Panels, Cap & Pedestal:

- **(1) Fabrication** Shop fabricate in accordance with the approved Working Drawings. Precast panels to be 4000 PSI, at width specified and in accordance with size and shapes specified, including all fittings and incidental components. Recessed lettering as shown to be stained or painted black. Apply prior to sealant and in accordance with manufacturer's specifications.
- **(2) Color** Precast concrete panels to be poured top side up and integral colored concrete to be applied evenly.
- (3) Sealants Furnish coatings for panels and cap from the QPL under the category "Concrete Sealer Water Repellent". Allow to drip off. Apply in accordance with manufacturer's specifications.
- **(4) Finishes** Finish Concrete Base with a general surface finish according to 00540.53(a). Implement acid etch application to provide a light sand finish.
- (5) Tolerances Precast panels shall be fabricated to a tolerance of 3/16"
- (6) Field Assembly Assemble concrete panels as per Working Drawings
- (c) Lighting Install lighting system as shown and as follows:
 - (1) Placement Fixtures internal to the structure shall be mounted securely and placed to maximize the lighting on the pressed glass panels. Fixtures exterior to the structure shall be mounted flush and to minimize the potential for vandalism.
 - **(2) Power Supplies** Provide protected power supplies, as required for proper operation of the lighting system. Mount power supplies in accessible space within the monument and provide circuit protection and maintenance disconnects.
 - (3) Additional wiring to BMCL Install additional wiring to the BCML as shown.
 - **(4) Field testing** The Electrical Engineer will conduct an on-site field test to confirm the system functions properly.

(d) Polycarbonate Panels:

- (1) Fabrication Furnish and install perimeter sealed water translucent polycarbonate panels, according to the approved Working Drawings and in accordance with product fabrication manual.
- (2) Field Assembly Install polycarbonate panels as shown.

(e) Aluminum Panels:

- (1) Fabrication Cut the sheet aluminum sign to size and shape as shown or specified in the Working Drawings. The sign shall be free of buckles, warps, dents, cockles, burrs and defects resulting from fabrication. Powder Coating Color to be reviewed and approved by Engineer prior to coating. Head of Hex Drive Button Head Screw shall also be powder coated the same color as the panels.
- **(2) Field Assembly** Align Decorative aluminum panel holes to pre-threaded holes on outside of tube steel framework. Attach with spacers and hex screws as specified. Secure aluminum panels after resin panels are in place.

Quantity

Measurement

00561.80 Measurement - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of materials are:

Gateway Monument, Maple Street SE Quantities:

Item	Quantity
Reinforcement, Uncoated	
Concrete Mix, Class 4000 Precast Concrete Panels, Cap, & Pedestal	
Structural Steel	3500 Pound
Aluminum Panels Polycarbonate Panels	
LEĎ Light Fixture w/ Diffuser	7 Each
Conduit and Wiring in Monument	100 Foot

Gateway Monument, Maple Street NE Quantities:

Itom

item	Quantity
Reinforcement, Uncoated Concrete Mix, Class 4000	
Precast Concrete Panels, Cap, & Pedestal Structural Steel	4 Cu. Yd.
Aluminum Panels	250 Pound
Polycarbonate Panels LED Light Fixture w/ Diffuser	
Conduit and Wiring in Monument	

Gateway Monument, Quince Street SW Quantities:

Item	Quantity
Reinforcement, Uncoated	350 Pound
Concrete Mix, Class 4000	4 Cu. Yd.
Precast Concrete Panels, Cap, & Pedestal	4 Cu. Yd.
Structural Steel	3500 Pound

Aluminum Panels	250 Pound
Polycarbonate Panels	18 Each
LED Light Fixture w/ Diffuser	
Conduit and Wiring in Monument	

Electrical Wiring and Connections Quantities:

Item	Quantity
Two (2) Number 8 in existing conduit One (1) Number 8 Ground wire in existing cond	

The weight of miscellaneous metal, based on weights listed in 00530.80(b) and Project quantities, is included in the estimated quantity of uncoated reinforcement.

Payment

00561.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the following items:

Pay Item	Unit of Measurement
(a) Gateway Monument,	Lump Sum
(b) Electrical Wiring and Connec	tionsLump Sum

In Item (a) the monument name will be inserted in the blank.

Item (b) includes all wiring, connections, testing, and other items required to construct the electrical system from the gateway monuments to the existing service cabinets.

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

No separate or additional payment will be made for earthwork, removal existing surface material, or site restoration, including replacing any disturbed existing landscaping, topsoil, mulch, and/or irrigation system components.

SECTION 00815 - BOLLARDS

Comply with Section 00815 of the Standard Specifications modified as follows:

00815.11 Posts and Sleeves - Replace this subsection with the following subsection:

00815.11 Bollards – Provide bollards as shown, manufactured by Tournesol, Custom B-2 bollard 8" x 30"H with 48" below grade, Sch 40, embed mount with separate top (concrete filled bollard), powder coated finish color: Medium Bronze Metallic from TIGER, embedded mounted, contact manufacturer 1-800-542-2282.

00815.40 Bollards – Replace this subsection, except for the subsection number and title, with the following:

Install bollards and associated footing as shown and per manufacturer's instructions.

00815.90 Payment - Replace the sentence that begins "No separate or..." with the following:

No separate or additional payment will be made for excavation, backfill, concrete, painting or coating.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

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

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

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

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

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

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

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

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

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

Add the following subsection:

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

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

Furnish Materials meeting the following requirements:

Commercial Grade Concrete	00440
Controlled Low Strength Materials	00442
Delineators	
Metal Illumination and Traffic Signa	al Supports 00962
Selected General Backfill	00330.13
Selected Granular Backfill	00330.14
Steel Reinforcement	00530

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

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

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

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

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

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

Use commercially available galvanized steel weatherproof compression fittings where shown.

00960.40 General – Replace this subsection with the following subsection:

00960.40 Excavation:

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

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

Dispose of all excavated Materials according to 00290.20.

00960.41 Excavation - Replace this subsection with the following subsection:

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

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

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

- (a) Cleaning New Conduit Before cable and wire installation, clean all new conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning.
- **(b)** Cleaning Existing Conduit Before installation of new cable(s) or wire(s) in an existing conduit, temporarily remove all existing cable(s) and wire(s). Clean existing conduit with cylindrical mandrel of the proper size for that conduit and blow out with compressed air. Mechanical pulling methods may be used for conduit cleaning. Stop work and notify the Engineer immediately if there are any difficulties cleaning the existing conduit. Reinstall existing cable(s) and wire(s) in existing conduit unless otherwise shown.
- **(c) Metallic Conduit** Paint the following with rust-preventative coating:
 - · Threads on all metal conduit.
 - Areas where the coating has been damaged so underlying metal is exposed.
 - Exposed, ungalvanized threads resulting from field cuts.

If corrosive Soil conditions exist, coat metallic conduit with a nonmetallic coating or wrap with corrosion protection tape at least 10 mils thick.

- (d) Connecting Non-Metallic Conduit to Metallic Conduit Use a nonmetallic female threaded connector to connect nonmetallic conduit to metallic conduit.
- (f) Expansion Fitting Install an expansion fitting at each expansion joint in or on a Structure.

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

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

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

Maintain rebar clearances during concrete pour.

Make no adjustments of anchor rods after concrete has set.

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

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

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

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

- 00960.44 Junction Boxes Delete this subsection.
- 00960.45 Cable and Wire Delete this subsection.
- **00960.46 Wiring Practices** Delete this subsection
- **00960.47 Wood Poles** Delete this subsection.
- **00960.48 Coating** Delete this subsection.
- 00960.49 Electrical Service Delete this subsection.
- **00960.50 Grounding and Bonding -** Replace this subsection, except for the subsection number and title, with the following:
 - (a) General Make all ground rods, metal conduit, metal poles, grounding wire, metallic junction boxes, metallic junction box covers, and cabinets mechanically and electrically secure to form a continuous, effectively grounded and bonded system.
 - **(b) Grounding/Bonding Wire** Use a THWN No. 6 AWG stranded copper grounding/bonding wire in conduit or as shown. Use an un-insulated No. 4 AWG stranded copper grounding/bonding wire outside of conduit or as shown.
 - (c) Ground Rods Ground each above ground metallic Structure with a separate ground rod.
 - (1) Located in Junction Box Install ground rod in a junction box if shown. Drive ground rods into the ground with the top of the ground rod 2 inches to 3 inches above the bottom of the junction box to allow for an accessible clamp.
 - **(2)** Located in Foundation Install ground rod in a foundation if shown, with the ground rod 2 inches to 3 inches above the top of the foundation to allow for an accessible clamp.
 - **(d) Services and Cabinets** Bond the neutral conductor, the control cabinets, and the metal base to the grounding electrode system.

Add the following subsection:

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

Add the following subsection:

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

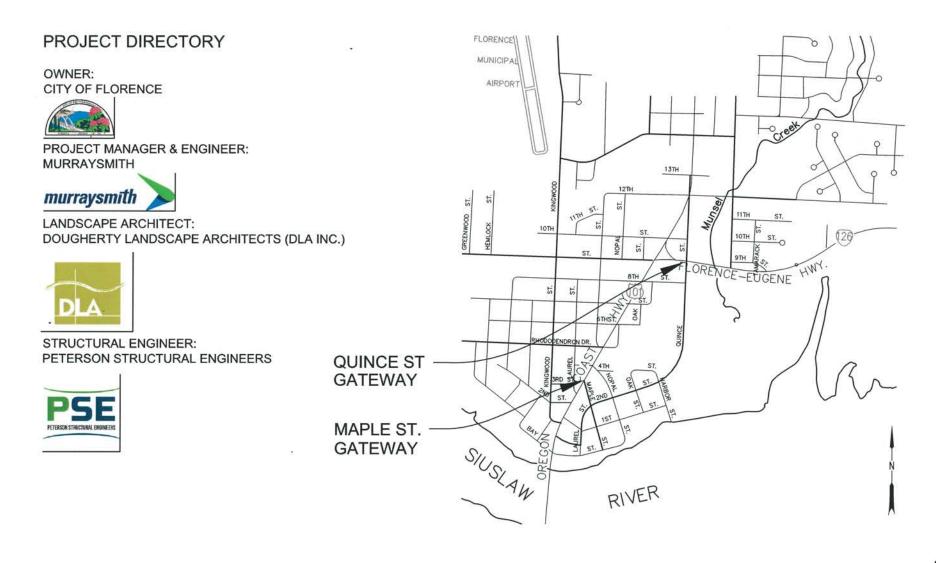
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VOLUME II OF II - CONTRACT PLANS

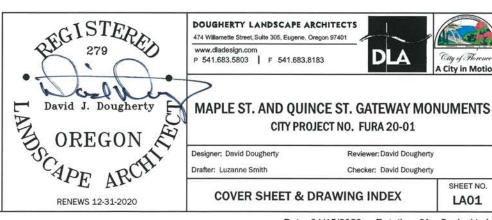
MAPLE ST. AND QUINCE ST. GATEWAY MONUMENTS

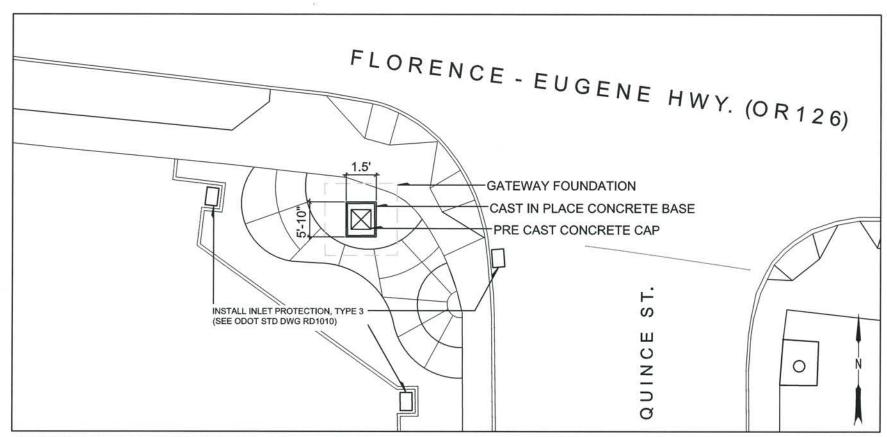
CITY PROJECT NO. FURA 20-01 FLORENCE, OREGON



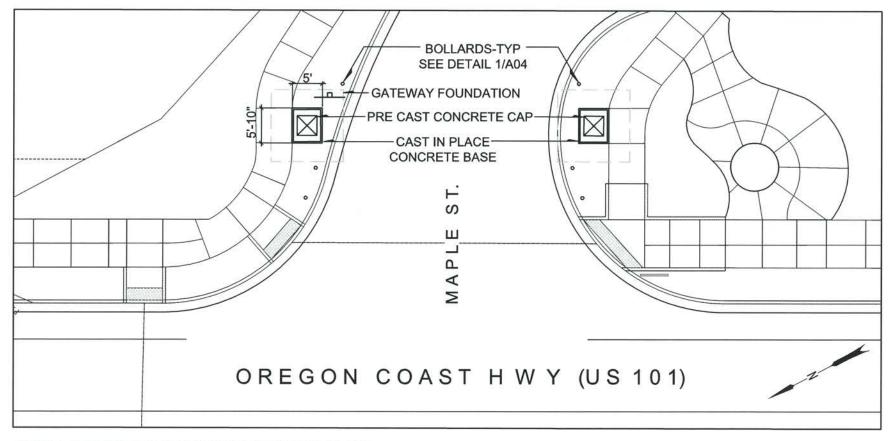
DRAWING INDEX

LA01	COVER SHEET W/ VICINITY MAP AND INDEX OF SHEETS
LA02	LOCATION PLAN FOR GATEWAYS
A01	GATEWAY MONUMENT DESIGN
A02	GATEWAY MONUMENT DETAILS
A03	GATEWAY MONUMENT COLORS & FINISHES
A04	BOLLARD DETAIL
E01	QUINCE ST. CONNECTION TO BMCL
E02	MAPLE ST. CONNECTION TO BMCL
E03	GATEWAY MONUMENT LIGHTING PLAN
E04	GATEWAY MONUMENT LIGHTING DETAILS
J01	GENERAL STRUCTURAL NOTES
J02	QUALITY ASSURANCE & SP. INSP. TABLES
J03	MONUMENT ELEVATIONS
J04	MONUMENT SECTIONS
J05	MONUMENT SECTIONS AND DETAILS
J06	STRUCTURAL DETAILS





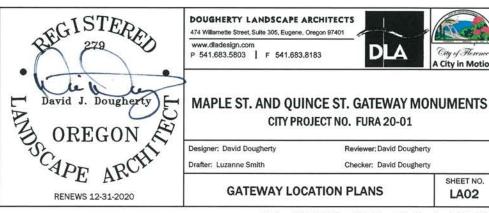
QUINCE STREET GATEWAY LOCATION PLAN

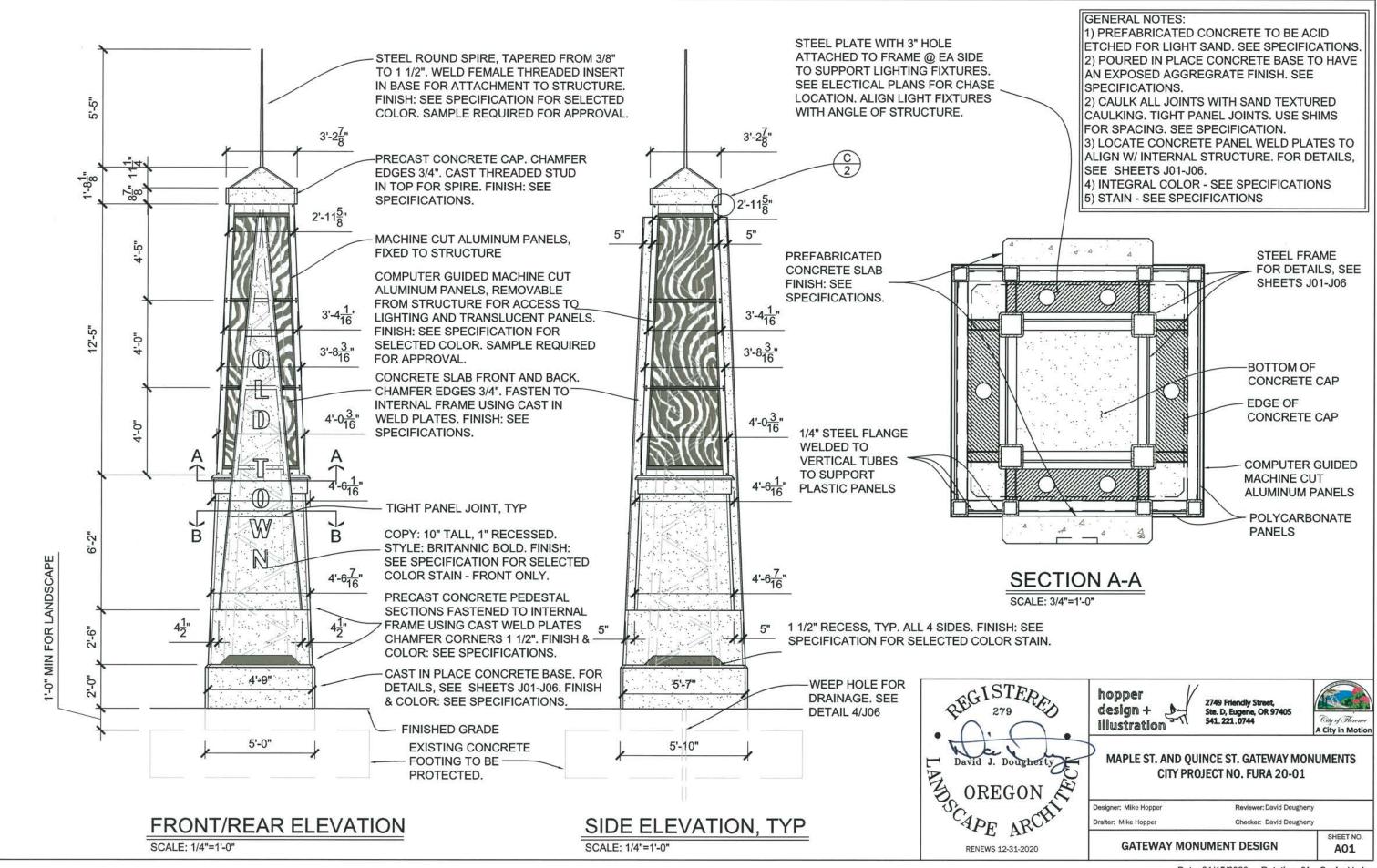


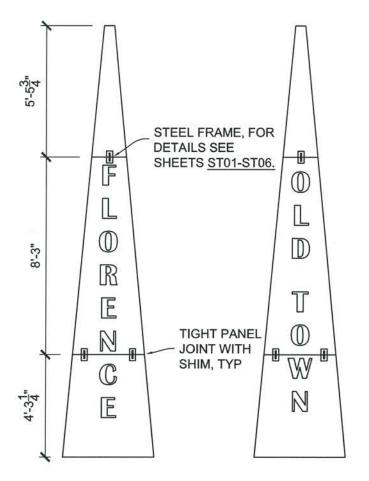
MAPLE STREET GATEWAY LOCATION PLAN

GENERAL NOTES:

- CONTRACTOR TO VERIFY ALL DIMENSIONS AND ELEVATIONS BEFORE CONSTRUCTION.
- IF THE CONTRACTOR IS UNABLE TO ASCERTAIN THE REQUIRED
 CONSTRUCTION OR WHERE CONFLICTS EXIST, IT IS THE CONTRACTOR'S
 RESPONSIBILITY TO REQUEST ADDITIONAL INFORMATION AND OR
 CLARIFICATION BEFORE CONSTRUCTION.
- SEE SPECIFICATIONS FOR ADDITIONAL DETAILS, INSPECTIONS, QUANTITIES, COLORS, FINISHES AND INSTALLATION DETAILS.
- 4. EXISTING GATEWAY FOUNDATION TO BE CLEARED AND PRESSURE WASHED BEFORE CONSTRUCTION BEGINS.
- SITE RESTORATION REPLACE AND/OR RESTORE ANY DISTURBED EXISTING LANDSCAPING, TOPSOIL, MULCH AND/OR IRRIGATION SYSTEM COMPONENTS, AS NEEDED.





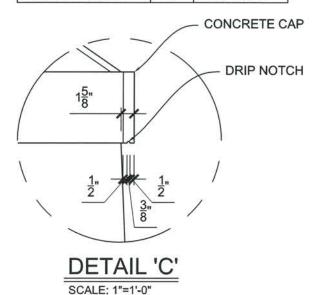


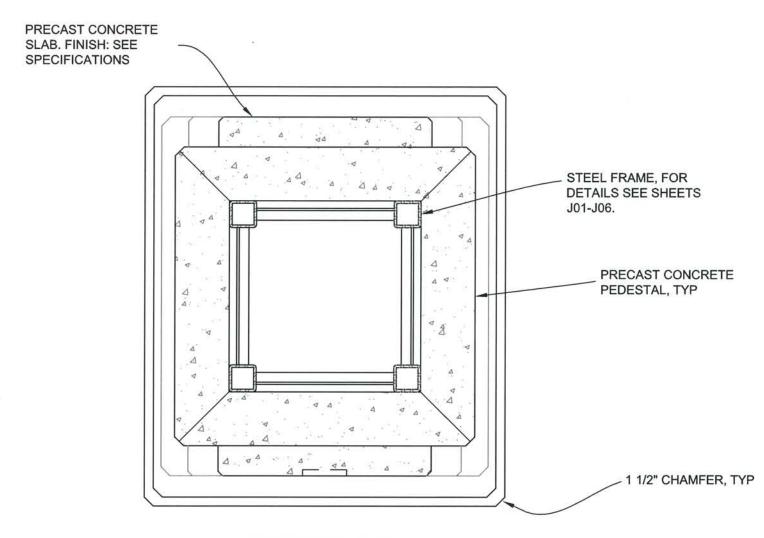
NORTH MARKER SCALE: 1/4"=1'-0"

SOUTH MARKER

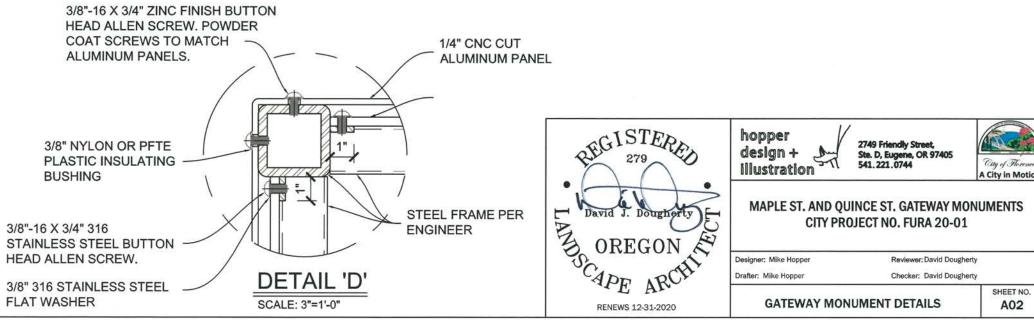
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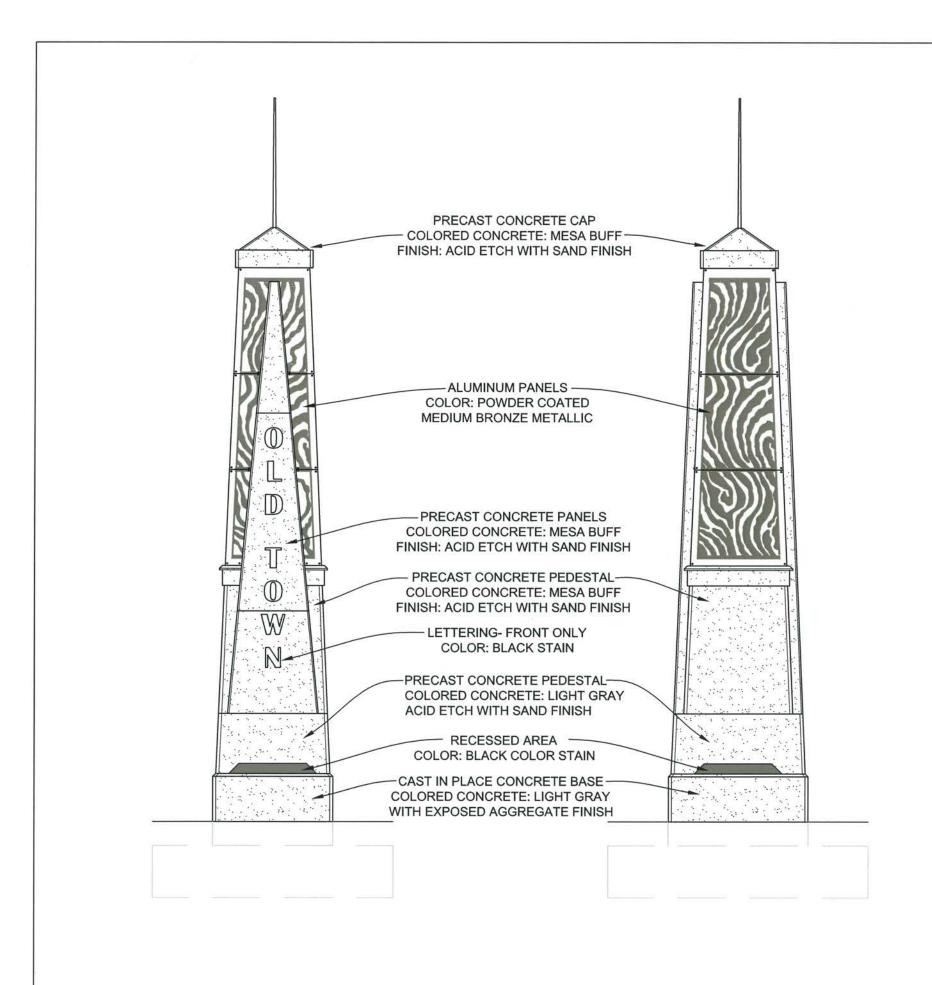
MARKER	QTY	COPY	
MAPLE STREET #1	1	FLORENCE	
MAPLE STREET #2	1	OLD TOWN	
QUINCE STREET	1	OLD TOWN	





SECTION B-B







hopper

design + 2749 Friendly Street, Ste. D, Eugene, OR 97405 541, 221, 0744



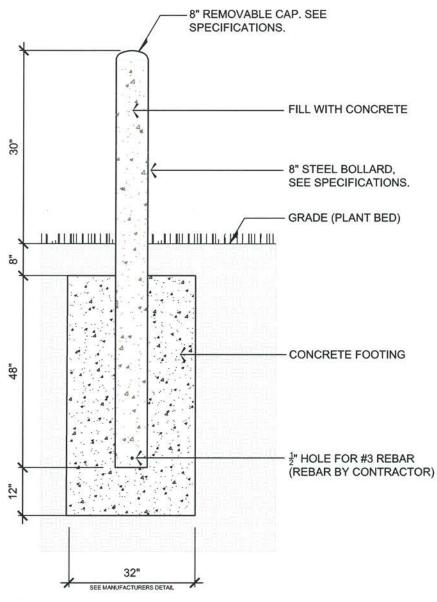
MAPLE ST. AND QUINCE ST. GATEWAY MONUMENTS CITY PROJECT NO. FURA 20-01

Designer: Mike Hopper

Reviewer: David Dougherty

Drafter: Mike Hopper Checker: David Dougherty

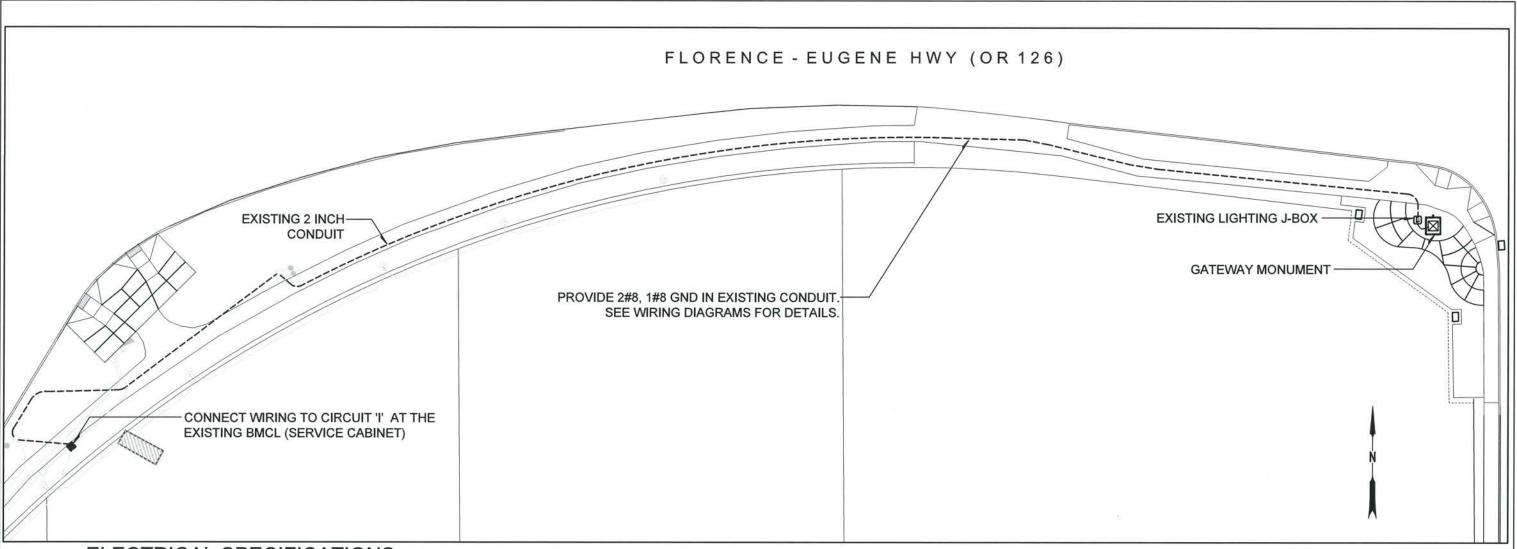
SHEET NO. **GATEWAY MONUMENT COLORS & FINISHES**



EMBED MOUNTED BOLLARD SECTION SCALE: 1/2" = 1 '- 0"



Date: 01/15/2020 Rotation: 0^ Scale: 1/4"=1"



ELECTRICAL SPECIFICATIONS:

RACEWAYS

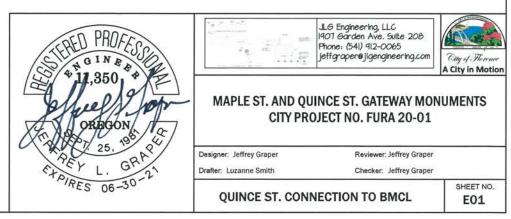
- A. ELECTRICAL METALLIC TUBING (EMT): USE CONCEALED ABOVE GRADE OR EXPOSED INDOORS WHERE NOT SUBJECT TO PHYSICAL DAMAGE. FITTINGS: COMPRESSION TYPE OR INDENTER TYPE WATER OR CONCRETE TIGHT WHERE APPROPRIATE.
- B. SCHEDULE 40 PVC: USE UNDERSLAB OR UNDERGROUND WITH RIGID STEEL ELBOWS AND RISERS.
- C. CONNECTORS SHALL HAVE INSULATED THROATS.

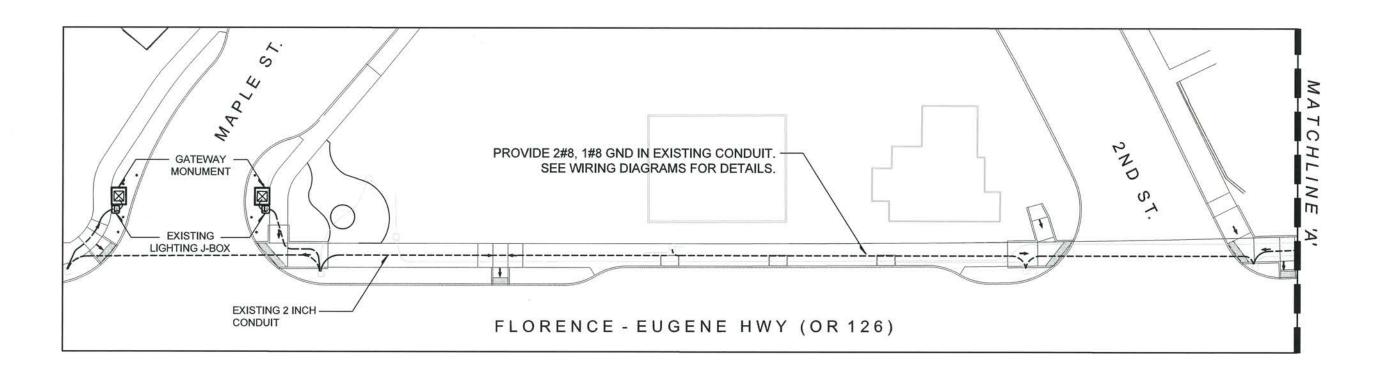
WIRE AND CABLE

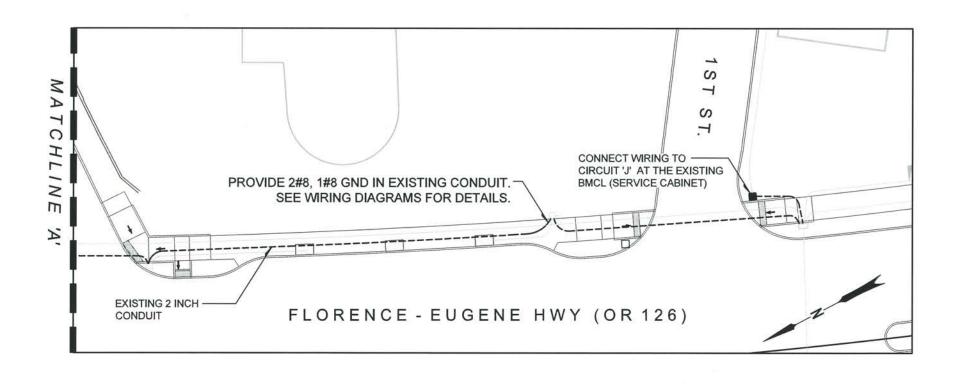
- COPPER, #12 MINIMUM, COPPER, UNLESS OTHERWISE NOTED OR APPROVED.
- E. INSULATION: 600 VOLT RATED, 70C MINIMUM. #10 AND SMALLER, TYPE THHN STRANDED. #8 AND LARGER, TYPE THW STRANDED.
- F. CONDUCTORS SHALL BE COLOR CODED TO IDENTIFY PHASE CONNECTIONS.

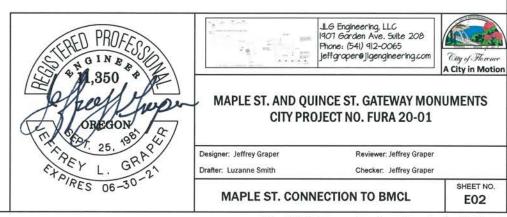
BOXES

- G. SIZE FOR NUMBER OF ENTERING CONDUITS AND DEVICES INSTALLED. SHERARDIZED OR GALVANIZED STEEL.
- H. IN GRADE OR UNDERGROUND. PRECAST CONCRETE OR COMPOSITE MATERIAL. SIZE FOR ENTERING CONDUITS. PROVIDE TAMPER RESISTANT LID.



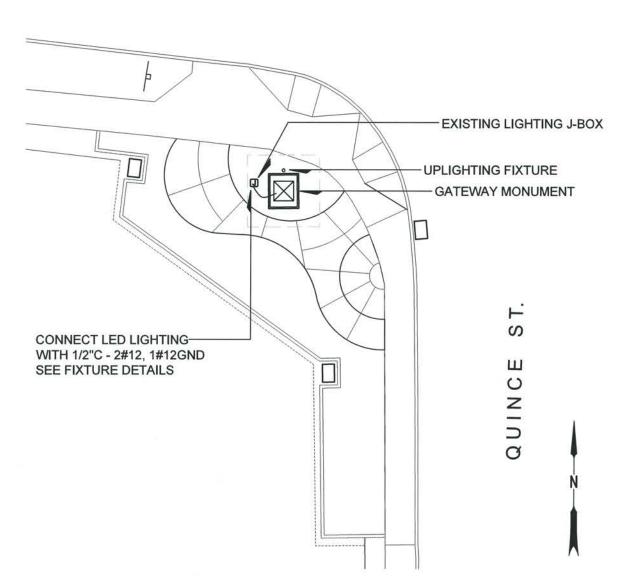






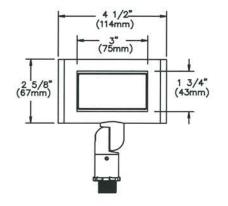
Date: 1/15/2020

Rotation: 0[^] Scale: 1/32"=1'-0"



QUINCE STREET GATEWAY MONUMENT LIGHTING PLAN

SCALE: 1/16" = 1'-0"



FIXTURE DETAILS

INTERNAL FIXTURE SPECIFICATIONS:

- FLAT LED UPLIGHT, AL FINISH
- 10W 4K LEC, 1450 LUM MINIMUM
- B-K LIGHTING SA-LED-X54-WFL-BLP-13.
- ADJUSTABLE DIMMING DRIVER
- B-K LIGHTING HP2-010-MT-GMS-P.
- IP66 RATED, SUITABLE FOR WET LOCATIONS
- MOUNT THROUGH OPENING IN STEEL PLATE - SEE STRUCTURAL.
- ADJUST AIM AND LEVEL FOR COMPLETE COVERAGE OF LUMINOUS PANELS.

MAPLE STREET GATEWAY MONUMENTS LIGHTING PLAN

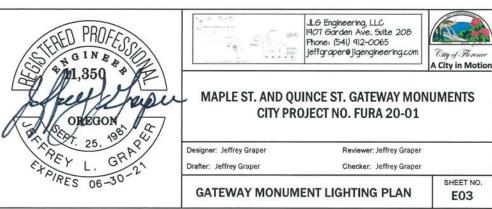
CONNECT LED LIGHTING WITH 1/2"C - 2#12, 1#12GND SEE FIXTURE DETAILS **UPLIGHTING FIXTURE**

GATEWAY MONUMENTS

SCALE: 1/16" = 1'-0"

UPLIGHTING FIXTURE SPECIFICATIONS:

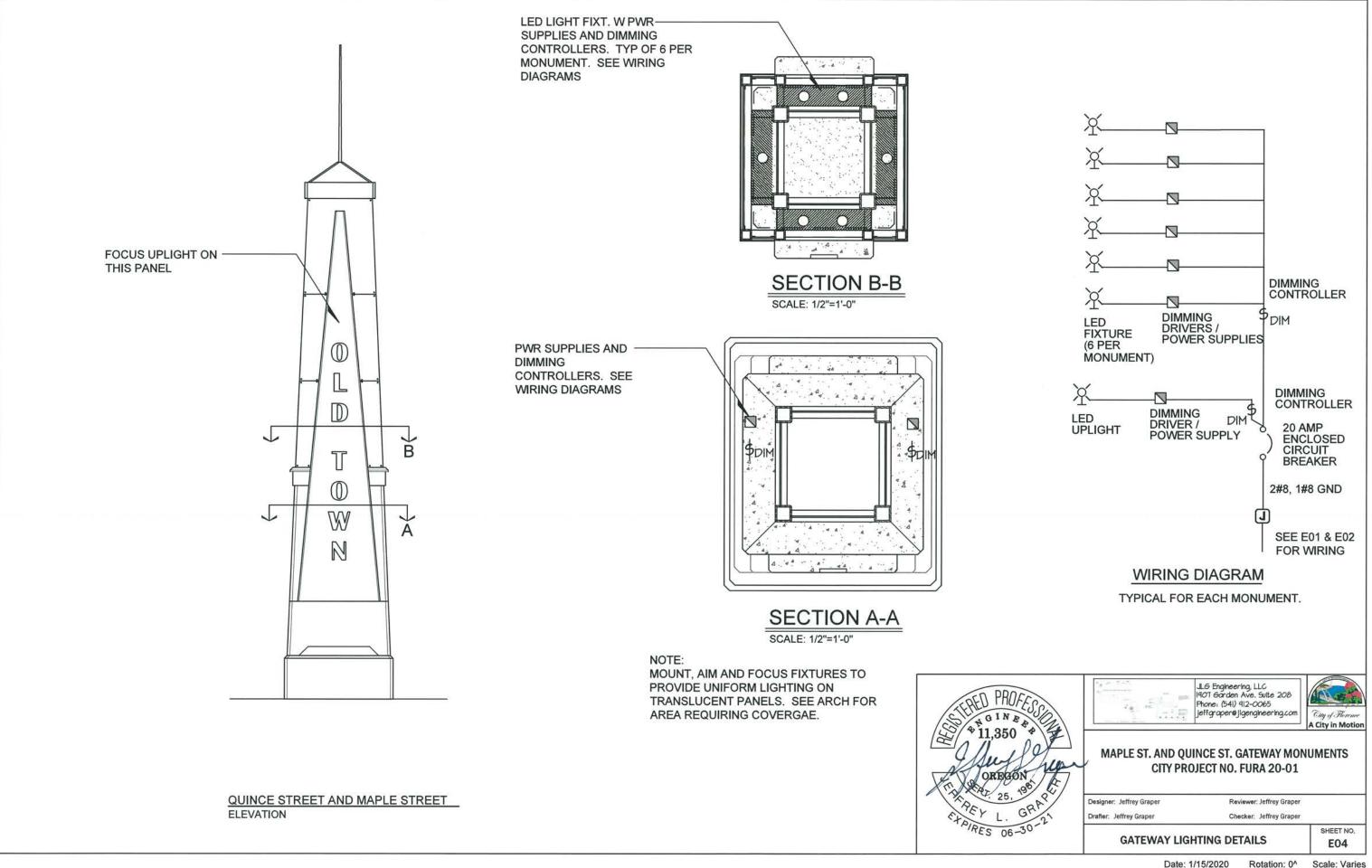
- FLAT LED WALL WASH, AL FINISH
- 10W 4K LEC, 1000 LUM MINIMUM
- B-K LIGHTING SA-LED-X54-WW-BLP-13-BD
- ADJUSTABLE DIMMING DRIVER
- B-K LIGHTING HP2-010-MT-GM-P.
- IP66 RATED, SUITABLE FOR WET LOCATIONS
- ADJUST AIM AND LEVEL FOR COMPLETE COVERAGE OF PANEL.



EXISTING LIGHTING J-BOX

UPLIGHTING FIXTURE

Date: 1/15/2020 Rotation: 0[^] Scale: 1/16"=1'-0"



STRUCTURAL SHEETS:

- J01 GENERAL NOTES J02 QUALITY ASSURANCE & SP. INSP. TABLES J03 MONUMENT ELEVATIONS

- JO4 MONUMENT SECTIONS
 JO5 MONUMNET SECTIONS
 JO6 STRUCTURAL DETAILS

GENERAL STRUCTURAL NOTES:

- THESE NOTES ARE GENERAL IN NATURE AND ARE INTENDED TO SET MINIMUM STANDARDS FOR CONSTRUCTION. THE CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH THE CONTRACT DOCUMENTS AND HAVE A COPY OF THEM ON SITE AT ALL TIMES.
- 2. FOR ANY PORTION OF THE CONSTRUCTION WHICH THE CONTRACTOR IS UNABLE TO ASCERTAIN THE REQUIRED CONSTRUCTION OR WHERE CONFLICTS EXIST, IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST ADDITIONAL INFORMATION (RFIs) AND/OR CLARIFICATIONS BEFORE CONSTRUCTION.
- ALL WORK SHALL BE IN STRICT CONFORMANCE WITH THE 2012 INTERNATIONAL BUILDING CODE (IBC) AS AMENDED BY THE 2014 OREGON STRUCTURAL SPECIALTY CODE (OSSC) AND THE ODOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE PROJECT SPECIAL PROVISIONS. ALL BUILDING ELEMENTS AND COMPONENTS NOT SPECIFICALLY DETAILED IN THESE STRUCTURAL CONSTRUCTION DOCUMENTS SHALL BE FABRICATED AND CONSTRUCTED IN ACCORDANCE WITH THE MINIMUM STANDARDS CONTAINED IN THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AS AMENDED BY THE STATE OF OREGON
- 4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS BEFORE CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES
- THE CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS SHALL INSURE COORDINATION OF CONTRACTOR SUPPLIED/DESIGNED ELEMENTS AND DEFERRED SUBMITTALS WITH ALL DESIGN DISCIPLINES WITHIN THE CONSTRUCTION SET. COORDINATION SHALL IDENTIFY AND RECONCILE CONFLICTS BETWEEN THE CONTRACTOR SUPPLIED/DESIGNED ELEMENTS AND THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION AND DELIVERY TO THE PROJECT SITE. THE ENGINEER SHALL BE NOTIFIED IF CONFLICTS EXIST.
- 6. THE CONTRACT STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURE. METHODS, PROCEDURES, AND SEQUENCE OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO MAINTAIN AND ENSURE THE INTEGRITY OF THE STRUCTURE AT ALL STAGES OF CONSTRUCTION.
- CONSTRUCTION LOADS SHALL NOT EXCEED THE DESIGN LIVE LOAD FOR THE STRUCTURE. PROVIDE SHORING AND/OR BRACING WHERE LOADS EXCEED DESIGN CAPACITY AND WHERE STRUCTURES HAVE NOT ATTAINED DESIGN STRENGTH
- 8. CLADDING, WATERPROOFING, AND ARCHITECTURAL FEATURES ARE AS SHOWN ON THE SITE DEVELOPMENT PLAN SHEETS. ANY DEPICTION OF SUCH FEATURES ON THE STRUCTURAL DRAWINGS ARE NOT INTENDED TO BE USED FOR CONSTRUCTION. REPRESENTATION OF SUCH FEATURES ON THESE DRAWINGS MAY OR MAY NOT BE ACCURATE. REFER TO SITE DEVELOPMENT PLAN SHEETS AND/OR SPECIFICATIONS.

DESIGN LOADS: PER 2018 IBC & 2019 OSSC

DEAD LOAD	SELF WEIGHT OF MATERIAL
1603.1.4 — WIND DESIGN CRITERIA: ULTIMATE DESIGN WIND SPEED, Vult NOMINAL DESIGN WIND SPEED, Vasd RISK CATEGORY WIND EXPOSURE	93 MPH
1603.1.5 — EARTHQUAKE DESIGN CRITERIA: RISK CATEGORY SEISMIC IMPORTANCE FACTOR, SPECTRAL ACCELERATION, S SPECTRAL ACCELERATION, S SITE CLASS SPECTRAL RESPONSE COEFFICIENT, S SPECTRAL RESPONSE COEFFICIENT, S SPECTRAL RESPONSE COEFFICIENT, S SEISMIC DESIGN CATEGORY SEISMIC DESIGN CATEGORY SEISMIC FORCE RESISTING SYSTEM(S) RESPONSE MODIFICATION FACTORS(S), R SEISMIC DESIGN COEFFICIENTS(S), C ANALYSIS PROCEDURE	1.00 1.41 g 0.74 g 0.94 g 0.84 g CATEGORY D AMUSEMENT STRUCTURES AND MONUMENTS 2.0

CONCRETE:

- 1. ALL CONCRETE SHALL BE HARD ROCK CONCRETE MEETING REQUIREMENTS OF ACI-301, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS". MIX PROPORTIONS SHALL BE PER ACI-301, METHOD 2 OR THE ALTERNATE PROCEDURE. SUBMIT MIX DESIGN FOR REVIEW BY ENGINEER FOR APPROVAL PRIOR TO
- 2. STRUCTURAL CONCRETE SHALL ATTAIN THE FOLLOWING MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS:

SLUMP PEDESTALS 4,000 psi 1-4"

- 3. ALL CONCRETE EXPOSED TO WEATHER SHALL CONTAIN 5% (±) 1% AIR ENTRAINMENT BY VOLUME. AIR ENTRAINMENT SHALL BE IN CONFORMANCE WITH ASTM C260 AND C494.
- 4. IF THE AIR TEMPERATURE IS, OR IS FORECAST TO BE, BELOW 40° THE DAY OF PLACEMENT OR ANY OF THE FOLLOWING 7 CALENDAR DAYS AFTER PLACEMENT, CONCRETE CAN ONLY BE PLACED IF A COLD WEATHER PLAN HAS BEEN APPROVED BY THE ENGINEER. PROTECT ALL CONCRETE FROM PREMATURE
- 5. CHAMFER ALL EXTERIOR CORNERS 1/2" UNLESS SHOWN OTHERWISE.
- 6. SLUMP LIMITS MAY BE INCREASED BY ADDITION OF ADMIXTURES PROVIDED THAT THE WATER/CEMENT RATIO OF THE ORIGINAL MIX DESIGN IS NOT EXCEEDED. WATER REDUCING ADMIXTURE SHALL BE IN CONFORMANCE WITH ASTM494, USED IN CONFORMANCE WITH MANUFACTURER'S INSTRUCTIONS. SUBMIT ADMIXTURES TO ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.
- 7 CEMENT SHALL BY TYPE LOR II IN CONFORMANCE WITH ASTM C150. AGGREGATES SHALL BE IN CONFORMANCE WITH ASTM C33. COARSE AGGREGATES SHALL NOT EXCEED 34". WATER SHALL BE CLEAN
- 8. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60. GRADE 40 MAY BE USED FOR #3 AND SMALLER TIES AND STIRRUPS. DETAIL AND PLACE ACCORDING TO ACI MANUAL SP-66.
- 9. UNLESS OTHERWISE NOTED, MINIMUM COVER SHALL BE 1 1/2" FOR #5 AND SMALLER BARS, 2" FOR #6 AND LARGER BARS AND 3" WHEN POURED AGAINST EARTH. SUPPORT REINFORCEMENT WITH APPROVED CHAIRS, SPACERS, OR TIES.
- 10. PROVIDE MINIMUM 48 BAR DIAMETERS AT SPLICES. NO MORE THAN 50% OF REINFORCING SHALL BE SPLICED AT ANY LOCATION. UNLESS OTHERWISE NOTED, BEND ALL HORIZONTAL REINFORCING A MINIMUM OF 2'-0" AT CORNERS AND WALL/FOOTING INTERSECTIONS WITH MIN. EMBEDMENT BEYOND INTERFACE PER DEVELOPMENT LENGTH SPECIFIED IN ACI 318.
- 11. FORMWORK SHALL BE IN ACCORDANCE WITH ACI-347 "GUIDE TO FORMWORK FOR CONCRETE". FORMS SHALL BE DESIGNED BY THE CONTRACTOR. BRACING SHALL BE PROVIDED AS REQUIRED OR UNTIL THE CONCRETE HAS REACHED ITS SPECIFIED 28—DAY STRENGTH. ALL SHORING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. FORMWORK, SUPPORTS, AND SHORING SHALL PROVIDE FINISHED CONCRETE SURFACES AT ALL FACES: LEVEL, PLUMB, AND TRUE TO DIMENSIONS AND ELEVATIONS SHOWN IN THE

STRUCTURAL STEEL:

1. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING GRADES, UNLESS NOTED OTHERWISE ON THE PLANS

PLATES & BARS- ASTM A36 HSS (RECTANGULAR) — ASTM A500, GRADE C (Fy = 50 ksi) CHANNELS & ANGLES — ASTM A36

- 2. WELD ACCORDING TO CURRENT AWS STANDARDS WITH E70XX ELECTRODES.
- 3. ALL STEEL EXPOSED TO WEATHER SHALL BE PAINTED OR HOT-DIP GALVANIZED, UNLESS NOTED OTHERWISE.
- 4. ALL STRUCTURAL CONNECTION BOLTS SHALL BE ASTM A325, UNLESS NOTED OTHERWISE. HOOKED, HEADED, THREADED, AND NUTTED ANCHOR RODS SHALL BE ASTM F1554 (Fy = 36 ksi), UNLESS NOTED OTHERWISE.

STRUCTURAL OBSERVATION REQUIREMENTS:

- THE OWNER SHALL EMPLOY THE ENGINEER OF RECORD OR AN ALTERNATE OREGON LICENSED PROFESSIONAL ENGINEER, APPROVED BY THE ENGINEER OF RECORD, TO PERFORM STRUCTURAL OBSERVATIONS IN ACCORDANCE WITH SECTION 1704.6 OF THE INTERNATIONAL BUILDING CODE.
- 2. STRUCTURAL OBSERVATION IS THE VISUAL OBSERVATION OF THE STRUCTURAL SYSTEM BY A REGISTERED DESIGN PROFESSIONAL FOR GENERAL CONFORMANCE TO THE APPROVED CONSTRUCTION DOCUMENTS AT SIGNIFICANT CONSTRUCTION STAGES AND AT COMPLETION OF THE STRUCTURAL SYSTEM. STRUCTURAL OBSERVATION DOES NOT INCLUDE OR WAIVE THE RESPONSIBILITY FOR ANY OTHER INSPECTION CRITERIA, NCLUDING SPECIAL INSPECTION, AS REQUIRED BY THE INTERNATIONAL BUILDING CODE.
- 3. DEFICIENCIES SHALL BE REPORTED IN WRITING TO THE OWNER AND THE BUILDING OFFICIAL (AND THE ENGINEER OF RECORD IF AN ALTERNATE PROFESSIONAL ENGINEER IS USED FOR STRUCTURAL OBSERVATION). AT THE CONCLUSION OF THE STRUCTURAL WORK INCLUDED WITHIN THE CONTRACT DOCUMENTS, THE STRUCTURAL OBSERVER SHALL SUBMIT TO THE BUILDING OFFICIAL AND THE OWNER (AND THE ENGINEER OF RECORD IF AN ALTERNATE PROFESSIONAL ENGINEER IS USED FOR STRUCTURAL OBSERVATION) A WRITTEN STATEMENT THAT THE SITE VISITS HAVE BEEN MADE AND IDENTIFY ANY REPORTED DEFICIENCIES WHICH, TO THE BEST OF THE STRUCTURAL OBSERVER'S KNOWLEDGE, HAVE NOT
- 4. THE CONTRACTOR SHALL MAKE AVAILABLE ALL MEANS AND METHODS NECESSARY FOR THE STRUCTURAL OBSERVER TO PERFORM THE REQUIRED STRUCTURAL OBSERVATIONS. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND STRUCTURAL OBSERVER A MINIMUM OF 48 HOURS BEFORE THE TIME AT WHICH THE SPECIFIED STRUCTURAL OBSERVATIONS MAY BE PERFORMED. IN ADDITION THE CONTRACTOR SHALL UPDATE THE STRUCTURAL OBSERVER OF THE CONSTRUCTION PROGRESS.
- 5. STRUCTURAL OBSERVATIONS SHALL BE PERFORMED FOR THE FOLLOWING AREAS OF WORK: 5.1. FOLLOWING THE COMPLETION OF REINFORCING PLACEMENT, PRIOR TO POURING CONCRETE 5.2. FOLLOWING THE FABRICATION AND ERECTION OF THE STEEL FRAME
- 5.3. FOLLOWING THE ERECTION OF THE PRECAST PANELS AND CAP, PRIOR TO ERECTION OF THE
- 5.4. FOLLOWING THE COMPLETION OF ALL ELEMENTS OF THE STRUCTURE

SUBMITTALS:

CONTRACTOR SHALL PROVIDE THE ENGINEER SUBMITTALS FOR APPROVAL, PRIOR TO CONSTRUCTION, FOR

- CONCRETE REINFORCING WORKING DRAWINGS CONCRETE MIX DESIGN
- PRECAST CONCRETE WORKING DRAWINGS
- PRECAST CONCRETE MIX DESIGN
 STEEL FRAME WORKING DRAWINGS

LEGEND:

CIP CONCRETE



STEEL IN SECTION



PRECAST CONCRETE



NATIVE/BACKFILL MATERIAL





Peterson Structural Engineers, Inc. 9400 S.W. Barnes Road, Suite 100 Portland, Oregon 97225 (503) 292-1635 PSE Job#: 17-130 01/14/2020

MAPLE ST. AND QUINCE ST. GATEWAY MONUMENTS

CITY PROJECT NO. FURA-20-01

Designer: RAH Reviewer: TGN

GENERAL STRUCTURAL NOTES

Drafter: RAH

SHEET NO J01

Checker: TGM

QUALITY ASSURANCE PLAN:

QUALITY ASSURANCE FOR SEISMIC RESISTANCE:

QUALITY ASSURANCE FOR THE STRUCTURE'S MAIN LATERAL FORCE RESISTING SYSTEM SHALL BE PROVIDED BY SPECIAL INSPECTION AND MATERIAL TESTING OF THE FOLLOWING:

SPECIAL INSPECTIONS

- 1. AN INDEPENDENT TESTING LABORATORY CHOSEN BY THE OWNER SHALL PROVIDE SPECIAL INSPECTIONS IN ACCORDANCE WITH CHAPTER 17 OF THE INTERNATIONAL BUILDING CODE AS OUTLINED IN TABLE 2 FOR THE STRUCTURAL SYSTEMS OUTLINED HEREIN. ALL OTHER ELEMENTS SHALL COMPLY WITH THE SPECIAL INSPECTION & TESTING REQUIREMENTS OF CHAPTER 17 OF THE INTERNATIONAL BUILDING CODE.
- THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD, THE OWNER, AND THE BUILDING OFFICIAL COPIES OF ALL RELEVANT TEST REPORTS AND SPECIAL INSPECTIONS GENERATED BY THE TESTING AGENCY.

	REQUI	RED STRUCTUR	BLE 2 AL SPECI	IAL INSPI	ECTIONS
		INSPECTIO			
SYSTEM or MATERIAL		CODE or STANDARD	FREQU	JENCY°	REMARKS
STSTEM OF MATERIAL	IBC CODE REFERENCE		Continuous	Periodic	REWARKS
			CICATORS	, onouno	
FABRICATORS	1704.2.5			х	SPECIAL INSPECTIONS APPLYTO VERIFICATION OF DETAILED FABRICATION AND QUALITY CONTROL PROCEDURES INCLUDING REVIEW FOR COMPLETENESS AND ADEQUACY RELATIVE TO THE CODE REQUIREMENTS
		COI	NCRETE		
INSPECTION OF REINFORCING STEEL, INCLUDING PRESTRESSING TENDON, AND PLACEMENT	TABLE 1705.3 1910.4	ACI 318: 3.5 ACI 318: 7.1-7.7		x	TOLERANCES AND REINFORCING PLACEMENT PER ACI 7.5; SPACING LIMITS FOR REINFORCING ACI 7.6
VERIFY USE OF REQUIRED DESIGN MIX	TABLE 1705.3 1904.2 1910.2 1910.3	ACI 318: CH 4 ACI 318: 5.2 - 5.4		х	
INSPECTION OF CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES	TABLE 1705.3 1910.6 1910.7 1910.8	ACI 318: 5.9, 5.10	х		
INPECTION FOR MANTENANCE OF SPECIFIED CURING TEMPERATRUES AND TECHNIQUES	TABLE 1705.3 1910.9	ACI 318: 5.11-5.13		х	
ERECTION OF PRECAST CONCRETE MEMBERS	TABLE 1705.3	ACI 318: CHAPTER 16		х	ALL CONNECTIONS VISUALLY INSPECTED REFER TO ANCHOR BOLT WELDING REQUIREMENTS AND STRUCTURAL INTEGRITY PROVISIONS
INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENTIONS OF THE CONCRETE MEMBER BEING FORMED	TABLE 1705.3	ACI 318: 6.1.1		х	SPECIAL INSPECTIONS APPLY TO SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORME
		<u> </u>	TEEL		
FABRICATION OF STRUCTURAL ELEMENTS	1704.2.5	T		Х	REFER TO INSPECTION OF FABRICATOR REQUIREMENTS
MATERIAL VERIFICATION OF STRUCTURAL STEEL	1705.2 2203.1	ASTM A6 AISC 360 A3.1		Х	CERTIFIED MILL TEST REPORTS
MATERIAL VERIFICATION OF WELD FILLER METALS	1705.2	AISC 360 A3.5		х	MANUFACTURER'S CERTIFIED TEST REPORTS
VERIFYING USE OF PROPER WPS'S				Х	COPY OF WELDING PROCEDURE SPECIFICATIONS
VERIFYING WELDER QUALIFICATIONS	1			X	COPY OF QUALIFICATION CARDS
COMPLETE AND PARTIAL PENETRATION GROOVE WELDS	1705.2.2.1	AWS D1.1 SECTION 6	х		
MULTIPASS FILLET WELDS	1	0.0110110	х		
SINGLE PASS FILLET WELDS GREATER THAN 5/16"	1		x		ALL WELDS VISUALLY INSPECTED PER AWS D1.1 6.9
SINGLE PASS FILLET WELDS LESS THAN OR EQUAL TO 5/16"				х	1
MATERIAL VERIFICATION OF WELD FILLER METALS				х	MANUFACTURER'S CERTIFIED TEST REPORTS
VERIFYING USE OF PROPER WPS'S	1			х	COPY OF WELDING PROCEDURE SPECIFICATIONS
VERIFYING WELDER QUALIFICATIONS				X	COPY OF QUALIFICATION CARDS
AND THE ADDITIONAL OFF ALSO SECTION	1011 1705 11	ODEOUL MODEOUTO	NO FOR OF	, , , , , , , , , , , , , , , , , , ,	IOTALIOE

TABLE

TABLE 5								
REQUIRED TESTING for SPECIAL INSPECTIONS								
	TESTING							
SYSTEM or MATERIAL			FREQUENCY					
	IBC CODE REFERENCE		Continuous	Periodic	REMARKS			
	CONCRETE							
AT THE TIME FRESH CONCRETE IS SAMPLED TO FARRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE	TABLE 1705.3	ASTM C 172 ASTM C 31 ACI 318: 5.6, 5.8	x		FABRICATE SPECIMENS AT TIME FRESH CONCRETE IS PLACED ONCE EACH DAY FOR A GIVEN CLASS OF CONCRETE, OR LESS THAN ONCE FOR EACH 150 VDS OF CONCRETE, OR LESS THAN ONCE FOR EACH 5,000 FT2 OF SURFACE AREA			
CONCRETE STRENGTH	TABLE 1705.3	ASTM C39	x		FOR SLABSWALLS. ONCE EACH SHIFT FROM IN-PLACE WORK OR FROM TEST PANEL AND MINIMUM ONE SPECIMEN FOR EACH 50 CUBIC YARDS. "PRECONSTRUCTION TESTS AS REQUIRED PER THE BUILDING OFFICIAL."			
CONCRETE SLUMP		ASTM C143	х					
CONCRETE AIR CONTENT		ASTM C231	Х					
CONCRETE TEMPERATURE		ASTM C1064	Х					
		TA	BLE 9					
		STRUCTURA	L OBSER	VATION				
	INSPECTION							
SYSTEM or MATERIAL	IBC CODE CODE or STANDARD REFERENCE	FREQUENCY		REMARKS				
		REFERENCE	Continuous	Periodic				
AS REQUIRED BY THE DESIGN PROFESSIONAL	1704.5				SEE REQUIREMENTS ON SHEET J01			





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MAPLE ST. AND QUINCE ST. GATEWAY MONUMENTS

CITY PROJECT NO. FURA-20-01

Designer: RAH Reviewer: TGM

QUALITY ASSURANCE & SP. INSP. TABLES

SHEET NO. JO2

Checker: TGM

a. WHERE APPLICABLE, SEE ALSO SECTION 1705.11, SPECIAL INSPECITONS FOR SEISMIC RESISTANCE

b. SPECIFIC REQUIREMENTS FOR SPECIAL INSPECTION SHALL BE INCLUDED IN THE RESEARCH REPORT FOR THE ANCHOR ISSUED BY AN

c. FREQUENCY REFERS TO THE FREQUENCY OF INSPECTION, WHICH MAY BE CONTINUOUS DURING THE TASK LISTED OR PERIODICALLY DURING THE d. REQUIRED FOR THE FIRST 5000 SQUARE FEET OF AAC MASONRY.

REQUIRED FOR THE FIRST 5000 SQUARE FEET OF AAC WASOURY.
 THE FABRICATOR OR ERECTOR, AS APPLICABLE SHALL MAINTAIN A SYSTEM BY WHICH A WELDER WHO HAS WELDED A JOINT OF MEMBER CAN

f. WHEN WELDING OF DOUBLER PLATES, CONTINUITY PLATES OR STIFFENERS HAS BEEN PERFORMED IN K-AREA, VISUALLY INSPECT THE WEB K-

f. WHEN WELDING OF DOUBLER PLATES, CONTINUITY PLATES OR STIFFENERS HAS BEEN PERFORMED IN K-AREA, VISUALLY INSPECT THE WEB K-AREA FOR CRACKS WITHIN 3 in. OF WELD

