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## **PART I**

# **Intro, Processes, Special Provisions to the Oregon Standard Specifications for Construction General Conditions**

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# 1. Introduction Statement

The purpose of this document is to provide the City of Bend community with a clear process for designing, bidding, and constructing City infrastructure for both public and private development.

This document is available on the City of Bend website and can be downloaded as a PDF file that can be printed if desired. The City will not provide printed versions of this document, but an electronic version on a CD can be purchased from the City Permit Counter. This document will be maintained and kept current on the City's website. Anyone using this document is encouraged to sign up for the email list serve so they can be notified of any changes or modifications. If users are working from a printed version they should check the City of Bend website for any revisions or changes prior to using. A table of revisions and revision dates, along with what was modified will be maintained on the City website. In addition, any requests for change will also be posted on the website along with the City's response. Users are encouraged to check this document under Part 1, "Change Process" prior to making a request for a change to see if the issue has already been addressed.

The City of Bend Public Works Department and City Engineer are ultimately responsible for maintaining this document and implementation of it. Small technical changes can be made to the Design Standards and Construction Specifications without City Council approval. Substantive changes that have policy ramifications must be approved by the City Council.

## 2. Change Process Overview

On at least an annual basis, the City will review this document to maintain its consistency and ensure that best practices are being followed. This review will look at consistency with industry design standards, issues specific to the City of Bend including impacts to operations, and changes necessary to maintain compliance with the Oregon Standard Specifications for Construction. These changes may occur on a less than annual basis if the City determines the change as significant and needed. In all cases users on the email list serve will be notified of these changes, and the table of revisions on the City website will also reflect these changes. The latest revision date will also be noted in the footer of pages that have been revised.

In addition to changes made by the City, users can also request a change. There are two types of changes that users can request; changes to this document or a waiver from a requirement within this document. A change request to this document can result in this document being modified which would apply to all projects from that point forward. A waiver is a onetime change that would only apply to a specific project.

A change request from a user must start with filling out the required change request form. All applicable change requests **sections** must be filled out with as much detail as possible. An engineers stamp is required. This form can either be mailed to the City Engineers office, or can be submitted electronically. Once received the change request form will be posted on the City's website with a notice of decision pending. The City Engineers office will review the change request and make a determination if the change is a major change requirement, or a minor change requirement. Major changes will be expedited for review and decision while minor changes will be reviewed as time and staffing permits. Minor changes may be held and not be acted on until a regular annual review that considers all changes. In any case, the decision process for consideration of the change will follow these steps:

1. The City Engineers Office, will develop a written response with a recommendation on decision of acceptance. If the decision is to not accept the change, the original requestor will be notified and the decision for not accepting the change will be provided and posted on the City website as a response to the original change request.
2. If the City Engineers Office, or the qualified expert, recommend acceptance the written decision with the acceptance recommendation will be provided to affected divisions and staff to receive input with considerations of impacts to operations, financial, and legal. The feedback gathered will be documented in the written recommendations.

3. The City Engineers Office, will review all feedback and make a final recommendation for acceptance or rejection. This final recommendation will include consideration of cause and effect of accepting the change.
4. If the change is accepted the change will be implemented. All documentation for considering the change will be posted with the original change request on the City's website and the original requestor will be notified of the decision.
5. In the event that the City Engineers Office is in disagreement with other City staff the information will be brought forward to the Public Works Director for further consideration. The Public Works Director may decide to solicit input from the City Manager, City Attorney, or possibly the City Council for a final decision.

All waivers from a design standard or construction specification must be approved by the City Engineers Office. The request for a waiver must be submitted in writing to the City Engineer and must specify how it meets the criteria set forth below. The engineer of record stamp is required. The process for review will follow the same five step process as outlined for a change request. In other words, all of the steps outlined above will be followed with the exception that a waiver will not result in a change to this document, but the applicant will be granted a waiver if it is approved. If a waiver is not approved, the applicant must use the criteria set forth in this document. A waiver will be processed as quickly as possible; however, the applicant should understand that this process could take several weeks depending on the amount of review required.

The criteria for a waiver will be based on a determination that:

1. the waiver or modification will not harm or will be beneficial to the public in general;
2. the waiver and modification are not inconsistent with the general purpose of ensuring adequate public facilities; and
3. one or more of the following conditions are met:
  - a. The modification or waiver is necessary to eliminate or reduce impacts on existing drainage patterns or natural features such as riparian areas, significant trees or vegetation, or steep slopes.
  - b. An existing structure such as a substantial retaining wall makes widening a street or right-of-way or required placement of lines impractical or undesirable.
  - c. Street access to an existing lot would be eliminated without the waiver or modification.
  - d. Building on an existing lot would be infeasible without the waiver or modification.
  - e. The standard is a street or right-of-way standard and existing structures on the same side of the block make future widening of the remainder of

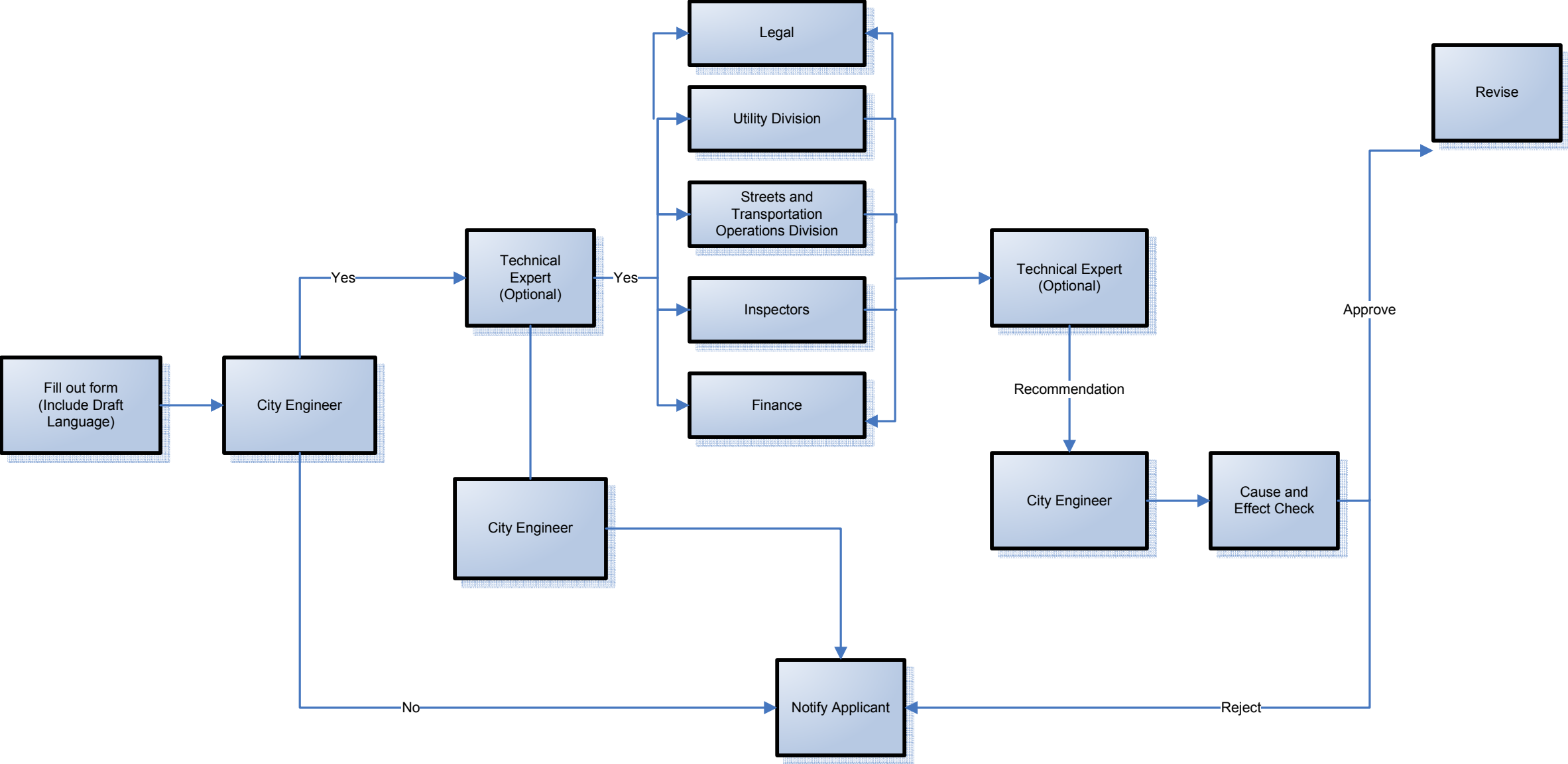
the street or right-of-way unlikely and the additional width on the project site would not be beneficial for sidewalks or parking without the extension for the rest of the block.

- f. The modification or waiver is needed to allow development of, or street access to, the property because of topographical constraints.
- g. The existing infrastructure (a) does not meet current standards, (b) is and will remain functionally equivalent to current standards, and (c) there is little likelihood that current standards will be met in the area.
- h. The installation of the required improvements would likely cause unacceptable significant adverse environmental impacts and the waiver/modification would avoid such impacts.
- i. There is insufficient right-of-way to allow a full width street cross section and additional right-of-way cannot be provided.
- j. There is no street or right-of-way adjacent to the property and easement access has been obtained across private property.
- k. Required street frontage improvements for individual single-family dwellings could best be accomplished by planned area-wide improvements at a future date.
- l. The City has conflicting or inconsistent standards and the proposal would comply with one set of adopted standards. Standards are conflicting or inconsistent only when it is not possible to comply with both. In most situations, the more recently adopted standard should be followed and the older standard may be waived.

Any waiver or modification of applicable standards and specifications shall be the minimum needed to allow development, and maximization of the number of lots or parcels in a land division is not a reason to allow a waiver or modification.

In either case of a change request or a waiver, the City Engineers decision once reached will be final.

# Change Process Flowchart



## **(c) Change Request Forms**

Forms may be accessed on the City website at

<https://www.bendoregon.gov/government/departments/community-development/private-development-engineering-services/standards-specs>

### **3. Community Development Department Overview**

The City of Bend Permit Center is located with the Community Development Department (CDD) and provides a 'one-stop shop' for all private development related permitting. Permit Center staff are dedicated to meeting the needs of new development interests while protecting the City's vital infrastructure. Permit processes are a coordinated effort of the developer, City Public Works, Planning, and Building Departments, as well as other affected agencies.

Development permit applications are processed through the Permit Center including land use proposals, engineering construction plans, work in the public right of way and lane closures, grading and drainage, revocable uses within public right of way, plats, and various development related dedications, releases, and agreements. Applications received at the Permit Center are routed to the appropriate departments and agencies for review and comment prior to final approval. The respective application processes, responsibilities, and timelines are generally described in the flowchart in Part I, Section 3b.



# Map of Permits and Processes

	7 to 90 DAYS	14 TO 21 DAYS	5 DAYS	7 DAYS	15 DAYS	7 DAYS
Application Process	Land Use Review	CONSTRUCTION PLAN REVIEW	ROW	APPLICATION FOR GRADING/ DRAINAGE PERMIT	REVOCABLE PERMIT	DEDICATION DEED/ QUIT CLAIM DEED
Required action by applicant	<ul style="list-style-type: none"> <li>➤ <b>Pre-app meeting (optional) (7 day review period)</b> -Provide application with proposed plan for review.</li> <li>➤ <b>Completeness check review for buildings and building additions over 2,000 square feet (10 day review period).</b> -Provide application with required materials -Provide missing items determined at completeness check meeting prior to submitting formal land use application.</li> <li>➤ <b>Land Use application after completeness check review (if applicable) is submitted (90 day review period).</b> -Submit all required materials, -Await review and decision. -Comply with all required conditions.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Submit construction plans with construction plan review application pay review fee</li> <li>➤ Submit revision if required by PDE.</li> <li>➤ Submit 2 mylars and disk when revisions complete.</li> <li>➤ Sign PFIA (Public Facilities Improvement Agreement)</li> <li>➤ Schedule a pre-con</li> </ul>	<ul style="list-style-type: none"> <li>➤ Submit drawing with ROW Application and pay fee.</li> <li>➤ City approved contractor must be used for work.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Grading and/or drainage improvements as part of building permit will require submittal of grading and drainage plan as part of the building plan set. Payment for review will be at the time of building permit pick up</li> <li>➤ Grading and/or drainage as an action that is separate from any other permit will require submittal of Grading/Drainage Application and payment of applicable fee.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Submit application with required materials, pay fee.</li> <li>➤ Letter or Memorandum describing the activity in the City right-of-way, including location [address or taxmap number] and duration of project.</li> <li>➤ City approved contractor required (if conducting work in the ROW)</li> </ul>	<ul style="list-style-type: none"> <li>➤ Submit application with required materials</li> <li>➤ Identify if Land Use Notification</li> <li>➤ Identify Ownership</li> <li>➤ Current Preliminary Title Report</li> <li>➤ Trust Deed/Mortgage/Identify Line of Credit</li> <li>➤ Legal description</li> <li>➤ Exhibit Map of legal description</li> <li>➤ Warranty Deed for Dedication of Right of Way or land conveyed to the City of Bend</li> <li>➤ Fee for Dedication</li> <li>➤ Maintenance bond if new infrastructure</li> </ul>
PUR Responsibility	<ul style="list-style-type: none"> <li>➤ <b>Pre-app (none)</b></li> <li>➤ <b>Completeness check</b> -Transportation Division uses checklist to determine if complete.</li> <li>➤ <b>Land use application</b> -Review and comment on submitted plans and application materials.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Review original construction plans provide comments.</li> <li>➤ Review revisions if necessary</li> <li>➤ Hold pre-con after PFIA and construction plans are signed</li> </ul>	<ul style="list-style-type: none"> <li>➤ Assist in review as directed by Private Development Engineering.</li> <li>➤ Inspect improvements and sign off when approved..</li> </ul>	<ul style="list-style-type: none"> <li>➤ Inspect improvements and sign off when standards are met and approved.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Transportation Division reviews application.</li> <li>➤ Prepare agreement to allow use of ROW.</li> <li>➤ Returns agreement to applicant.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Request dedication or quit claim as part of a land use decision.</li> <li>➤ Outside of land use decision process, respond to permit center on inquiries involving request for dedication or quit claim.</li> </ul>
CDD Responsibility	<ul style="list-style-type: none"> <li>➤ <b>Pre-app meeting</b> -Permit Center collects fee and takes in application, schedules meeting -PDE attends meeting and provides comments</li> <li>➤ <b>Completeness Check</b> -Permit Center collects fee and takes in application, schedules meeting -PDE Uses checklist to determine if are required items have been submitted, notes what items are missing</li> <li>➤ <b>Land Use Application</b> -Permit Center collects fee and takes in application. -Private Development Engineer comments on plan and relays infrastructure improvements requirements to customer and planner. -Planner collects all comments issues Review and Decision with conditions of approval.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Permit Center collects fees and takes in construction plans and application.</li> <li>➤ PDE reviews and relays PDE and PW comments to applicant, may require revisions.</li> <li>➤ Reviews revisions if required.</li> <li>➤ PDE Informs applicant to submit mylars and disk for final signature.</li> <li>➤ PDE signs construction plans.</li> <li>➤ Permit Center creates PFIA for applicant's signature.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Permit Center collects fee and takes in drawing and application.</li> <li>➤ Permit center performs initial review.</li> <li>➤ Review revisions if necessary</li> <li>➤ Approve plans and route to Public Works Inspectors and Applicant.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Permit Center collects fee at time of a intake for Grading/Drainage application.</li> <li>➤ Permit Center collects Grading and Drainage review fee at the time of building permit pick up if grading and drainage is reviewed as part of building permit</li> <li>➤ PDE performs initial review.</li> <li>➤ Review revisions if necessary</li> <li>➤ Approve plans and route to Public Works Inspectors and Applicant.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Permit Center collects fee and takes in application.</li> <li>➤ Rotes application to Transportation Division</li> </ul>	<ul style="list-style-type: none"> <li>➤ Permit Center collects fee and takes in application.</li> <li>➤ PDE reviews request and confirms that proposal is acceptable.</li> <li>➤ Upon determination that the request is acceptable, Permit Center prepares dedication/quit claim deed and routes to City manger for signature.</li> <li>➤ City Mangers signs documents and returns to Permit Center.</li> <li>➤ Permit Center staff records deed with the County Clerks office.</li> </ul>

# 4. Abbreviations

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AASHTO	American Association of State Highway and Transportation Officials
AC	asphalt concrete
ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines
AFD	adjustable frequency drive
AI	analog input
AMR	automatic meter reading
ANSI	American National Standards Institute
AO	analog output
APWA	American Public Works Association
AS	adjustable speed
ASAE	American Society of Agricultural Engineers
A.S.L.A	American Association of Landscape Architects
ASTM	American Society for Testing and Materials (ASTM International)
ATS	automatic transfer switch
AWWA	American Water Works Association
AWG	American Wire Gauge
BMP	best management practice
CAD	computer-aided design
CBR	California Bearing Ratio
CC&R	conditions, covenants and restrictions
CDR	concept drainage report
cfm	cubic feet per minute
CFR	Code of Federal Regulations
cfs	cubic feet per second
CIP	capital improvement project
CIS	Oregon Legislative Commission on Indian Services
CMP	corrugated metal pipe
CN	curve number
COIC	Central Oregon Intergovernmental Council
COSM	Central Oregon Stormwater Manual
CS	constant speed
CT	current transformer

CTAPE	Chemical Technology Assessment Protocol
DBH	diameter at breast height
DCCS	Deschutes County Coordinate System
DCP	dynamic cone penetrometer
DEQ	Oregon Department of Environmental Quality
DI	discrete input
DI-120	discrete input, 120VAC
DI-24	discrete input, 24VDC
DO	discrete output
DO-120	discrete output, 120VAC
DO-24	discrete output, 24VDC
DSL	Oregon Division of State Lands
DTM	Digital Terrain Model
Ecology	Washington State Department of Ecology
ENT	Ethernet
EPA	U.S. Environmental Protection Agency
ESAL	equivalent single-axle load
ESC	erosion and sediment control
ET	evapotranspiration
DTM	Digital Terrain Model
FEMA	Federal Emergency Management Agency
FERC	Federal Energy Regulatory Commission
fps	feet per second
ft <sup>2</sup>	square feet
ft/ft	feet per foot
FHWA	Federal Highway Administration
FPN	Fine Print Note
FROPT	flow restrictor oil pollution control tees
FRP	fiberglass-reinforced plastic
FWD	falling weight deflectometer
GFCI	ground fault circuit interrupter
gpad	gallons per acre day
gpcd	gallons per capita per day
GFI	ground fault indicator
gpm	gallons per minute
GPS	global positioning system
GSC	geotechnical site characterization
GUI	graphical user interface
HCl	hydrochloric acid

HGL	hydraulic grade line
HMI	human-machine interface
HPS	High-pressure sodium
HOA	Homeowner's Association; hand, off, auto
HVAC	heating, ventilating, and air conditioning
IBC	<i>International Building Code</i>
I/O	input/output
I&C	instrumentation and control
ICC	International Code Council
ICEA	Insulated Cable Engineers
I-D-R	rainfall intensity-duration-recurrence interval
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IFC	<i>International Fire Code</i>
ISA	Instrument Society of America
kcmil	1,000 circular mil
kW	kilowatt
LCCA	life-cycle cost analysis
LDP	Local Datum Plane
mA	milliampere
mgd	million gallons per day
mg/kg	milligrams per kilogram
mg/L	milligrams per liter
MCC	motor control center
MDFT	minimum dry film thickness, mils
MDFTPC	minimum dry film thickness per coat, mils
mil	1/1,000 inch
NACE	National Association of Corrosion Engineers International
mph	miles per hour
MTS	manual transfer switch
MUTCD	Manual on Uniform Traffic Control Devices
NACE	National Association of Corrosion Engineers
NEC	<i>National Electrical Code</i>
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NGVD	National Geodetic Vertical Datum
NOAA	National Oceanic and Atmospheric Administration

NPDES	National Pollutant Discharge Elimination System
NPGS	nonpollutant generating surface
NRCS	Natural Resource Conservation Service
O&M	operations and maintenance
O.A.L.A.	Oregon Association of Landscape Architects
OAR	Oregon Administrative Rules
ODFW	Oregon Department of Fish and Wildlife
ODOT	Oregon Department of Transportation
OISC	Oregon Invasive Species Council
OPRD	Oregon Parks and Recreation Department
OR-OSHA	Oregon Occupational Safety and Health Department
ORS	Oregon Revised Statutes
OSS	Oregon Standard Specifications
OSHA	Occupational Safety and Health Act
OSU	Oregon State University
P&ID	process and instrumentation diagram
PDS	product data sheet
PFCC	power factor correction capacitor
PGS	pollutant-generating surface
PLC	programmable logic controller
P.O.C.	point of connection
PROWAG	Public Rights-of-Way Accessibility Guidelines
PSDS	paint system data sheet
psi	pounds per square inch
PVC	polyvinyl chloride
ROW	Right(s)-of-Way
RPBA	reduced pressure backflow assembly
RPBD	reduced pressure backflow prevention device
RTU	remote terminal units
SBUH	Santa Barbara unit hydrograph
SCADA	supervisory control and data acquisition
SDA	Special Drainage Area
SFPG	square feet per gallon
SFPGPC	square feet per gallon per coat
SHPO	State Historic Preservation Office
SP	surface preparation
SSPC	Steel Structures Painting Council; Society for Protective Coatings
SWAT	Smart Watering Advanced Technology
TAPE	Technology Assessment Protocol

TCP	Traffic Control Plan
TPH	total petroleum hydrocarbons
TSS	total suspended solids
TVSS	transient voltage surge suppressor
UIC	underground injection control
UL	Underwriters Laboratories, Inc.
ULC	ultrasonic controller
UPS	uninterruptible power supply
USACE	U.S. Army Corps of Engineers
USCG	U.S. Coast Guard
USDA	U.S. Department of Agriculture
USGS	United States Geological Survey
V	volt
VAC	volt, alternating current
VDC	volt, direct current
WQC	Water Quality Certification
WSDOT	Washington State Department of Transportation

# **5. Special Provisions to the Oregon Standard Specifications**

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## **INTRODUCTION AND APPLICATION**

The Special Provisions modify the Oregon Standard Specifications for Construction General Conditions Volume I (also referred to as the “OSS Volume I General Conditions”). The numbering system is intended to match the numbering system in the OSS Volume I General Conditions. The OSS Volume I General Conditions apply as amended by these Special Provisions. Any OSS Volume I General Conditions not amended by these Special Provisions applies directly without modification. Definitions and abbreviations in the OSS Volume I General Conditions apply to these Special Provisions, except to the extent modified by the Special Provisions.



## Section 00110 – Organization, Conventions, Abbreviations and Definitions

Comply with Section 00100 of the General Conditions modified as follows:

**00110.10 Abbreviations** – The following abbreviation applies in addition to the abbreviations defined in the Standard Conditions.

NFPA -	National Fire Protection Association
OSS –	Oregon Standard Specifications for Construction

**00110.20 Definitions** –City The following definitions are in addition to or modify the definitions in the Standard Conditions.

**As Approved** - The words “as approved”, unless otherwise qualified, shall be understood to be followed by the words “by the City”.

**Agency** – The City.

**City** – The City of Bend, including its duly authorized representatives. The City is described as the Agency in the OSS documents.

**Developer** - A private entity who has expressed the intention of providing, or who has undertaken the providing, of some facility, structure, or like project to be accepted for maintenance and ownership by the City.

**Engineer** - The City Engineer or designee.

**Laboratory** - Any laboratory used or approved by the City. This may or may not be the same testing laboratory as designated in the OSS.

**Legal Holiday** - The following, subject to subsequent change by law, are legal holidays: Sunday, New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving and the day after Thanksgiving, Christmas, and those days declared as holidays by the City. When a legal holiday other than Sunday falls on a Sunday, the immediate following Monday is a legal holiday. This listing replaces the OSS designations.

**Plans** – The following expands and replaces the OSS 00100.20 definition of Plans: This is in addition to the OSS definition of Plans. The term “Plans” refers to the official plans, profiles, cross-sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, that show the location, character, dimensions and details for the work to be performed. Plans

may either be bound in the same book as the balance of the Contract Documents, or bound in separate sets, and are a part of the Contract Documents regardless of the

method of binding. Plans are Standard and Supplemental Drawings, and approved unstamped and reviewed stamped Working Drawings (see 00150.10 and 00150.35 in the OSS).

**Standard Conditions** – Oregon Standard Specifications for Construction, Volume 1 (General Conditions).

**Working Day** – The City working day is any and every calendar day excluding Saturdays, Sundays, and legal holidays. Unless otherwise permitted, a working day occurs between the hours of 7:00 a.m. and 6:30 p.m.

**Section 00120 – Bidding Requirements and Procedures**

The only portion of General Conditions Section 00120 that applies is Section 00120.17. All other subsection of Section 00120 are deleted. The following additional section 00120.14 is added:

**00120.14 Verification of Data** – Contractor has inspected all work sites and has carefully reviewed the plans and specification and understands the nature and location of the work; the conformation of the grounds; the character, quality, and quantities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way affect the work. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations of the Contract Documents.

### Section 00130 – Award and Execution of Contract

**00130** – Section 00130 of the General Conditions is deleted.

### Section 00140 – Scope of Work

Comply with Section 00140 of the General Conditions modified as follows:

**00140.00 Purpose of the Contract** – ADD the following to OSS 00140.00:

- Additional copies of Contract Documents or Plans may be obtained upon request by paying the actual cost of reproducing the Contract Documents or Plans.
- Nothing in the Agreement shall be construed as vesting in the Contractor any right to the property or in the material used after acceptance by the City. All materials shall become the property of the City upon being accepted.
- City shall furnish, as indicated in the Contract Documents and not later than the date when needed by Contractor, the lands upon which the Work is to be done, access rights-of-way, and other lands that are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise specified in the Contract Documents. If Contractor believes that any delay in City furnishing these lands or easements entitles him/her to an extension of the Contract Time, he may make claim thereof. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- The Contractor shall confine its equipment, the storage of materials, and the operation of its workmen to limits shown on the plans or indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with its materials.

ADD the following subsection:

**00140.05 Cleaning and Site Maintenance** – The Contractor shall, at all times, at its own expense and without further order, keep property on which work is in progress free from accumulations of waste material or rubbish caused by employees or by the Work, and at all times during the construction period shall maintain structure sites, rights-of-way, adjacent property, and the surfaces of streets and roads on which work is being done in a safe condition for the Contractor's workers and the public. Accumulation of waste materials that might constitute a fire hazard will not be permitted. Spillage from the Contractor's hauling vehicles on public or private roads and parking areas shall be promptly cleaned up. Upon completion of the construction, the Contractor shall, at its own expense, remove all temporary structures, rubbish, and waste materials resulting from its operations.

Upon failure of the Contractor to provide cleanup within 24 hours of being directed in writing to do so by the Engineer, the City, or an agent retained by the City, may complete the cleanup and the cost thereof, plus 10 percent for handling, shall be deducted from any payment due the Contractor.

ADD the following subsection:

**00140.06 Cutting and Patching** – The Contractor shall do all cutting, fitting, or patching of its work that may be required to make its several parts come together properly, and fit it to receive or be received by work of other contractors shown by the Plans.

ADD the following subsection:

**00140.07 Performance Testing** – Operating equipment and systems shall be performance- tested in the presence of the Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operation conditions or under simulated operating conditions recommended or approved by the Engineer. The testing shall be scheduled with the Engineer at least 1 week in advance of the planned date for testing and include a factory representative on site.

*(Use the following subsection .60 when the Contractor may be required to do Extra Work items. Listed items are not to be biddable work items. Delete the example and insert work required.)*

**00140.60 Extra Work** – ADD the following to the end of this subsection:

Construction items that may be required as Extra Work to complete the Project and that are not covered by the Special Provisions or listed Pay Items may include, but are not necessarily limited to, the following:

- Example: Class 3 Preparation for bridge deck resurfacing

**Section 00150 – Control of Work**

Comply with Section 00150 of the General Conditions modified as follows:

DELETE sections 00150.05 and 00150.10.

ADD the following subsection:

**00150.14 Construction Staking** – All survey work shall be conducted by or under the supervision of a Registered Professional Land Surveyor or Professional Engineer, licensed in the State of Oregon. The Contractor will be responsible for providing all construction staking as required to complete the Work.

**(a) Stakes** – Construction stakes and stakes that are reference points for construction work shall be conspicuously marked. It shall be the responsibility of the Contractor to inform its employees and its Subcontractors of their importance and the necessity for their preservation.

(1) The Contractor shall provide vertical and horizontal construction staking in proximity of the Work.

(2) Construction staking shall be provided at 50-foot intervals on tangent and 25-foot intervals on curves.

(3) The guard stakes should contain the following information:

- Engineer's station (on back)
- Offset from line (underlined)
- Offset from control point (circled)
- Cut or fill to grade
- Distance right or left from centerline on curb stakes (on back)

**(b) Flagging Code** – A color code may be established during the course of the project indicating specific colors for the various kinds of stakes to be set.

**(c) Sewer** – Both gravity and pressure sewer lines shall be construction staked by means of an offset line with pipe invert cut information provided.

(1) Finish grades shall be provided as required.

(2) Manholes shall have two reference points (swing-ties) indicating the center of the manhole, flow invert elevation, and finish grade. Upon the completion of sub grade, the top of the manhole shall be staked with the finish grade and elevation by means of four offset stakes in a cross pattern so that the street slope and cross slope will be matched perfectly.

- (3) Services shall be staked as required by the Engineer.
- (d) Water** – Waterlines shall be staked by means of an offset line at the appropriate intervals.
- (1) Fire hydrants shall have two reference points (swing-ties) indicating the center of the fire hydrants. Finish grades shall be provided as required.
- (2) Services shall be staked as required by the Engineer
- (e) Street** – Prior to commencing construction, clearing limits shall be established.
- (1) Where a significant (greater than 3-foot) cut or fill is required for sub grade, slope stakes and construction staking for sub grade will be provided.
- (2) Curb line shall be staked by means of an offset line no more than 6 feet offset from the face of curb, showing the cut or fill to the finish work. Said stakes shall be protected and saved for a period of 5 working days after construction of curbs to enable the Inspector to approve the alignment and grade. In addition to the above staking requirements, catch basins, points of curvature and tangency, and ends of curb radii shall be provided with a curb stake.
- (3) Base rock shall be staked by painting an appropriate target on the curb and providing construction stakes (blue tops) on centerline. On streets of 48 feet or greater width, blue tops will also be required at the quarter points. Blue tops will also be provided at the gutter line for the centerline and gutter lines of any intersecting street.
- (f) Structures** – All structures shall be staked to the line and grade as shown on the plans or as directed by the Engineer.

**00150.15 Construction Stakes, Lines, and Grades** – REPLACE OSS 01150.15 with the following:

- (a) General** – The Contractor will perform no work until the Engineer inspects and approves stakes, lines, and grades laid out by the Contractor.
- (b) Agency Responsibilities** – The Engineer will:
- Inspect Contractor’s established lines, grades, Slopes, Cross Sections, and curve super-elevations for roadwork.
- (c) Contractor Responsibilities** – The Contractor shall:
- Lay out and set construction stakes and marks to establish the lines, grades, Slopes, Cross Sections, and curve super-elevations for roadwork.

- Provide a set of construction stakes for line and grade for each phase of the Work.
- Set benchmarks and stakes for centerline of Bridges and bents.
- Calculate and provide finish deck grades.
- Inform the Engineer when stakes are available for inspection.
- Coordinate construction to provide sufficient area for performing surveying work efficiently and safely.
- Perform work in a manner as to preserve stakes and marks.
- Set any reference lines for automatic control from the control stakes.

ADD the following subsection:

**00150.19 Site Visits and Inspection** – Engineer and/or Inspector will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. They will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the Work. Their efforts are directed toward providing assurance for the City that the completed project will conform to the requirements of the Contract Documents. On the basis of their onsite observations as an experienced and qualified design professional, they will keep City informed on the progress of the Work and will endeavor to guard City against defects and deficiencies in the work of Contractors.

ADD the following subsection:

**00150.26 Right to Retain Imperfect Work** – If any work done or material furnished under this Agreement shall prove defective and not in accordance with the Plans and Specifications, and if the imperfection is not be of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of the work will create conditions that are dangerous or undesirable, the City shall have the right and authority to retain the defective work and adjust the amount to be paid for the imperfect work.

ADD the following subsection:

**00150.27 Use of Completed Portions** – The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the time for completing the entire Work or such portions that may not have expired. Such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If the use increases the cost of the Work, or delays the completion of the Work, the Contractor may be entitled to extra compensation or an extension of time, or both and may submit a written claim for additional compensation or extension of time to the Engineer. The Engineer will review the claim and determine its validity.

**00150.35(c) Number and Size of Drawings** – REPLACE with the following:

(c) Number and Size of Drawings - The Contractor shall submit Working Drawings according to one of the following methods:



- (1) **Paper Submittal** - For paper submissions, submit seven copies of Working Drawings for steel Structures and six copies of Working Drawings for other Structures to the Engineer. The submitted copies shall be clear and readable. Drawing dimensions shall be 8-1/2 inches by 11 inches, 11 inches by 17 inches, or 22 inches by 34 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit up to four additional copies to the Engineer for processing that the Contractor would like to have returned.
- (3) **Electronic Submittal** – (If specified as allowed in the Contract) For electronic submissions, submit Working Drawings according to the "Guide to Electronic Shop Drawing Submittal", which is available from the Engineer.

**00150.35,(d) Processing Working Drawings** – REPLACE 00.150.35 (1) and (2) with the following:

- (1) **Stamped Working Drawings** – Stamped Working Drawings will be designated as "reviewed" or "reviewed with comments" by the Engineer.
- (2) **Unstamped Working Drawings** – Unstamped Working Drawings will be designated on the face of the Drawing as "approved", "approved as noted", or "returned for correction" by the Engineer.

**00150.40,(a) Cooperation and Superintendence by the Contractor** – ADD the following bullet as follows:

- Maintain on the job site, and make available to the Engineer upon request, one current marked-up set of the Design Drawings that accurately indicate all approved variations in the completed Work that differ from the original design information shown on the Drawings.

*(Use the following subsection .50(f) when listing utility information.)*

**00150.50 Cooperation with Utilities** –

*(ADD the following subsections.)*

**(f) Utility Information:**

- 

*(Use the following paragraph when no anticipated utility conflicts exist.)*

There are no anticipated conflicts with the Utilities listed below. Contact those Utilities having buried facilities and request that they locate and mark them for protection prior to construction.

Utility	Contact Person's Name and Phone Number
1.	
2.	
3.	
4.	

*(Use the following paragraph when utility adjustments are the responsibility of the City.)*

Arrangements for removing, relocating, or adjusting Utilities on the Project are the responsibility of the County (City). Contact the County (City) for information regarding these arrangements.

*(Use the following paragraph on projects with organizations that may be adjusting utilities.)*

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

Utility	Estimated Completion Date (Time)
1. (Utility company - "Gas Company") (Contact person's name and phone number)	

*(Use the following paragraph when high-pressure gas lines exist on site.)*

In the immediate area of the high-pressure gas lines, when moving any equipment, excavating, driving piles, boring, or other road construction activities, increase the Reasonable Accuracy Zone from 24 inches, as defined in OAR 952-001-010, to 10 feet. Exceptions require written approval from the "Gas Company" and may require an on-site safety watcher, at no cost to the Contractor.

2. (Repeat as needed - "Power Company")

*(Use the following paragraph when power lines overhang work areas.)*

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. Contractor shall maintain at least 10 feet of safety clearance.

3.

4.

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

*(Use the following subsection .55 when there is an existing specific City contract that will be performed within the project site and the Contractor is required to cooperate with the other City contractor. List the contract name, the contractor's name and on-site contact number, and the estimated time the other specific contract work will be taking place within the project limits. Delete the example.)*

**00150.55 Cooperation with Other Contractors** – The following contract work will be ongoing within the Project site during the following times:

Contract Name (Contractor's Name)	Estimated Times (From - To)
<i>(For example - Your project's bid opening is July 4, 2005, so: OR99E Howell Prairie Rd-Wauconda Rd. Dewey Cheatum Inc. 541.679.5555 (On-Site))</i>	<i>Aug 2005 to Oct 31, 2005</i>

**00150.55 Cooperation with Other Contractors** – ADD the following to OSS 00150.55:

If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in the other work that render it unsuitable for proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper for the reception of its work, except as to defects that may develop in the other contractor's work after execution of its work.

**ADD** the following subsection:

**00150.76 Protection of Property** – The Contractor shall adopt every practical means and comply with all laws, ordinances, and regulations in order to minimize interference to traffic and inconveniences, discomfort, and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded in accordance with the "Manual on Uniform Traffic Control Devices."

The Contractor shall not trespass upon private property and shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from its operations in completing this Work. They shall comply with the laws and regulations of the City, county and state, relating to the safety of persons and property, and will be held responsible and required to make good any injury or damage to persons or property caused by carelessness or neglect on the part of the Contractor or Subcontractor(s), or any agent or employee of either during the progress of the Work and until its final acceptance.

The Contractor shall protect property, public and/or private, encountered in this Work except as stipulated elsewhere herein. The Contractor shall be responsible and liable for any damage.

The Contractor shall protect its work and materials from damage or the elements, until the completion and acceptance of the Work. All loss or damages arising under the terms of these Contract Documents, or from any unforeseen obstruction or defects that may be encountered in the prosecution of the Work, or from the action of the elements, shall be sustained by the Contractor.

In an emergency affecting human health or safety, the Contractor shall act to prevent or mitigate the risk or threat. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement or as covered under the Section "Change Orders".

**ADD** the following subsection:

**00150.77 Unforeseen Difficulties** - The Contractor shall protect its work and materials from damage resulting from the nature of the work, the elements, carelessness of other contractors, or from any cause whatever until the completion and acceptance of the Work. All loss or damage arising out of the nature of the work to be done under these Contract Documents, or from any unseen obstruction or defects that may be encountered in the prosecution of the Work, or from the action of the elements, shall be sustained by the Contractor.

*(Use the following subsection .91 on projects when a mandatory post-construction meeting is required.)*

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

The Contractor shall attend a Post-Construction Review meeting to be held by the City prior to issuance of Third Notification but not earlier than 15 Days following the date of

Second Notification. The time and place of this meeting will be announced by the Engineer 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. The Contractor's attendance at the Post-Construction Review meeting is mandatory.

**ADD** the following subsection:

**00150.98 Maintaining Traffic** – The Contractor shall be responsible to maintain two-way traffic at all times unless otherwise allowed. The streets shall be open for two-way traffic at all times when the Contractor is not performing work unless otherwise allowed. Approaches to all properties accessing the project shall be maintained by the Contractor at all times except for short periods necessary for the progress of the construction.

**ADD** the following subsection:

**00150.99 Public Safety and Convenience** – The Contractor shall conduct the project with proper regard for the safety and convenience of the public. When the project involves use of public ways, the Contractor shall provide certified Flaggers when directed, a temporary traffic control plan approved by the Engineer, and shall install and maintain means of free access to all property.

Private residential driveways shall be closed only with approval of the Engineer or specific permission of the property owner. The Contractor shall not interfere with normal operation of public transit vehicles unless otherwise authorized. The Contractor shall not obstruct or interfere with travel over any public street or sidewalk without approval. Where detours are necessary, they shall be maintained with good surface and shall be clearly marked. The Contractor shall provide open trenches and excavations with adequate barricades of an approved type that can be seen from a reasonable distance. At night, the Contractor shall backfill all open work and mark areas with signs and lighted barricades (Type A Low Intensity Flashing Warning Light on a Type I or II barricade, typical) in accordance with the *Manual of Uniform Traffic Control Devices* (MUTCD). The Contractor shall install and maintain all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges, and facilities. The Contractor shall observe all safety instructions received from the Engineer or governmental authorities, but following of instructions shall not relieve the Contractor from the responsibility or liability for accidents to workers or damage or injury to persons or property.

Emergency traffic such as police, fire, and disaster units shall be provided reasonable access to the work area at all times.

The Contractor shall be liable for any damages that may result from failure to provide reasonable access or failure to notify the appropriate authority.

**Section 00160 – Source of Materials**

Comply with Section 00160 of the General Conditions modified as follows:

**00160.05 – Qualified Products List (QPL) – REPLACE** OSS 00160.05 with the following:

Refer to the Special Provisions of the OSS General Conditions, section 165, Quality of Materials.

*(Use the following subsection .30 when the City will furnish items or materials other than material from a borrow source; for example, poles, timbers, guardrail, etc. Give the location where the items/materials may be picked up. Delete the words in parenthesis and parentheses as needed. For aggregates and other similar materials, use 00160.40.)*

**00160.30 Agency-Furnished Material** – The City will furnish the listed items at the (Project Site:) (following locations:)

*(Use the following subsection .40 on projects for City-furnished material sources. Include SP235 when using this subsection.)*

**00160.40 Agency-Furnished Sources - REPLACE** this subsection, except for the subsection number and title, with the following:

City-Furnished Sources for this Project are listed in Section 00235.

**Section 00165 – Quality of Materials**

Comply with Section 00165 of the General Conditions modified as follows:

**00165.00 General** – ADD the following after the paragraph that starts and ends with the sentence “Materials or manufactured . . . otherwise directed by the Engineer:

All materials to be incorporated in the Work shall be subject to sampling, testing, and approval. Samples furnished by the Contractor shall be representative of the materials to be used. The Engineer may select samples or may require that samples be delivered to and tested as required by the Specifications at the laboratory of the Engineer, at no additional cost to the City.

- All sampling and testing of materials shall be done in accordance with the current designated standard methods of the American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), etc., or in accordance with special methods designated in the Specifications.
- The Contractor shall furnish, without additional charges, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Engineer. When required, the Contractor shall furnish test certificates of materials and equipment made at the point of manufacture by a recognized testing laboratory.
- The Engineer shall have access to the Work wherever it is in preparation or progress, and the Contractor shall provide facilities for the access, including maintenance of temporary and permanent access routes.
- If the Specifications, laws, ordinances, or public authority requires the Work to be tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection. If the inspection is by authority other than the Engineer, the Engineer shall be given timely notice of the date fixed for the inspection. Inspections by the Engineer will be promptly made and, where practicable, at the source of supply. If work should be covered without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor’s expense.
- Re-examination of questioned work may be ordered by the Engineer and, if so ordered, the work shall be uncovered by the Contractor. If the work is found not in accordance with the Contract Documents, the Contractor shall correct the defective work at no additional cost to the City.
- Observations by Engineer, inspections, tests, or approvals by persons other than the Contractor shall not relieve the Contractor from the obligation to perform work in accordance with requirements of the Contract Documents.

## Section 00170 – Legal Relations and Responsibilities

Comply with Section 00170 of the General Conditions modified as follows:

**00170.01 Other Agencies Affecting Agency Contracts:** ADD the following subsection:

**(e) Railways** – The Contractor shall comply with the Contractor railway requirements and agreement that are in effect for this Project.

*(ADD the following option, if applicable.)*

**00170.06 Federal-Aid Participation** – This Project is to be conducted according to the regulations applying to Federal-Aid Highway Projects.

**00170.60 Safety, Health, and Sanitation Provisions** – ADD the following paragraph below the paragraph that begins and ends (“The Contractor shall comply. . . hazardous, dangerous, or unsanitary.”):

As required by law or administrative regulation, the necessary sanitary conveniences, properly secluded from public observation, shall be erected and maintained by the Contractor at all times while people are employed on the Work, and use of the sanitary conveniences shall be strictly enforced. The location of the conveniences shall be approved by the Engineer.

*(Use one of the following options for subsection .65(b) on federally funded projects when the project is a Functional Classification of 08 rural minor collector, 09 rural local, or 19 urban local. Delete both options if they do not apply or, if one does apply, delete the option that does not apply.)*

*[Option 1 - Use these two subsection .65(b)s on federally funded projects when the project is a Functional Classification of 08 rural minor collector, 09 rural local, or 19 urban local.]*

*[BEGIN Option 1 subsection .65(b)]*

**00170.65(b) When Federal Funds Are Involved** – REPLACE this subsection with the following subsection:

**00170.65(b) When Local Road or Rural Minor Collector Federal Funds Are Involved** – For this local road or rural minor collector Federal-Aid Project, the Contractor shall comply with 00170.65(c) and the provisions of Federal Highway Administration (FHWA) Form 1273, "Required Contract Provisions Federal-Aid Construction Contracts", except Sections IV and V do not apply.



**[END Option 1 subsection .65(b)]**

**[Option 2 - Use this subsection .65(b) on federally funded projects when the project is a Functional Classification of 08 rural minor collector, 09 rural local, or 19 urban local.]**

**[BEGIN Option 2 subsection .65(b)]**

**00170.65(b) When Federal Funds Are Involved** – REPLACE the paragraph that begins "For Federal-Aid projects..." with the following paragraph and bullets:

For American Recovery and Reconstruction Act of 2009 (ARRA) Federal-Aid funded projects, the Contractor shall comply with the following:

- The provision of FHWA Form 1273, "Required Contract Provisions Federal-Aid Construction Contracts", with the exception that the introductory paragraph of Sections IV and V, which states "*(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)*" is replaced with the following introductory paragraph:

*(Applicable to all Federal-Aid construction contracts exceeding \$2,000 and to all related subcontracts.)*

- ORS 279C.520 (see (a) of this subsection) and ORS 279C.540

**[END Option 2 subsection .65(b)]**

**(Use the following subsection .65(c) on rock production projects.)**

**[BEGIN subsection .65(c)]**

**00170.65(c) When No Federal Funds Are Involved** – REPLACE this subsection, except for subsection number and title, with the following:

Wage rate and fringe benefit schedules are not required for the Project.

**[END subsection .65(c)]**

ADD the following subsection:

**00170.66 Contractor's and Manufacturer's Compliance with State, OSHA, and Other Applicable Code Requirements** – The completed Work shall include all necessary permanent safety devices such as machinery guards and similar ordinary safety items required by the state and federal Occupational Safety and Health Administration (OSHA) industrial authorities and applicable local and national codes.

Further, any features of the Work (including City selected equipment) subject to the safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein.

**00170.70(a) Insurance Coverages** – ADD the following after the last sentence of this subsection that ends with . . . Automobile Liability with Pollution coverages:

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

<b>Insurance Coverages</b>	<b>Combined Single Limit per Occurrence</b>	<b>Annual Aggregate Limit</b>
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*(Fill in the blanks with the dollar amounts from the project risk assessment summary.)*

Commercial General Liability	\$ _____	\$ _____
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Commercial Automobile Liability	\$ _____	(aggregate limit not required)
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*(Include the following pollution liability item only when it is required by the risk assessment summary; otherwise, delete it.)*

Pollution Liability	\$ _____	\$ _____
---------------------	----------	----------

*(Include one or both of the following bullets only when they are required by the risk assessment summary. Delete them if they are not required.)*

- With Asbestos Liability Endorsement or separate coverage
- With Lead Liability Endorsement or separate coverage

*(Include the following commercial automobile liability with pollution liability item only when it is required by the risk assessment summary; otherwise, delete it.)*

Commercial Automobile Liability with Pollution Coverage	\$ _____	(aggregate limit not required)
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**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 City and its officers, agents, and employees
- The Bend City Council

**NOTE – MAY ADD ADDITIONAL INSUREDS, SUCH AS OUTSIDE ENGINEERING CONSULTANTS OR OWNER’S REPRESENTATIVES IN SOME CASES**

**00170.70(g) Builders' Risk – ADD** the following to the end of this subsection:

Provide Builders' Risk insurance for an amount equal to at least \$\_\_\_\_\_. The policy shall include as loss payee, the Agency and \_\_\_\_\_ (County or City Owner of Building)\_\_\_\_\_.

*(REVISE OSS 00170.70 with the following material.)*

**h. No Personal Liability of Public Officials** - In carrying out any of the provisions herein or exercising any authority granted by the Agreement, there would be no personal liability upon any public official.

**00170.72 Indemnity/Hold Harmless – ADD** the following paragraph and bullets to the end of this subsection

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

- The City of Bend and its officers, agents, and employees
- The Bend City Council

**NOTE – MAY ADD ADDITIONAL ENTITIES, SUCH AS OUTSIDE ENGINEERING CONSULTANTS OR OWNER’S REPRESENTATIVES IN SOME CASES**

**00170.85 Failure to Complete on Time: Liquidated Damages – ADD** the following subsection:

**(d) Remedies Cumulative.**

Nothing in this Section 00170.85 precludes the City from asserting any other remedy or theory of recovery, including breach of contract and negligence for defects in the Work.

ADD the following subsection:

**00170.95 Ownership of Drawings – All Plans, Drawings, Specifications and copies** furnished by the City are the City’s property and are not to be used on other work and, with the exception of the signed contract set, are to be returned on request at completion of the work. Any reuse of these materials without written authorization by the City will be at the risk of the user and without any liability or legal expense to the City. All models are the property of the City.

### Section 00180 – Prosecution and Progress

Comply with Section 00180 of the General Conditions modified as follows:

**00180.30 Materials, Equipment, and Work Force** – ADD at the end of the paragraph that begins (“The work force shall . . .”):

The Contractor at all times shall enforce strict discipline and good order among its employees. The Contractor shall comply with all applicable labor rules, wage scales, and regulations, including nondiscriminatory laws, of the Government of the United States, the State, County, and City or Town in which the Work is performed.

*(Use the following subsection .40(b) when limitations prevent all contractor work before a specified date. Fill in the specific date.)*

**00180.40(b) On-Site Work** – ADD the following to the end of the subsection:

The Contractor shall not begin On-Site Work before       (Date)      , unless approved by the Engineer.

*(Use the following lead-in sentence and subsection .40(c) when limitations are included in the Special Provisions. Delete the limitations that do not apply.)*

ADD the following subsection:

**00180.40(c)**

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

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Cooperation with Other Contractors .....	00150.55
Railway Work .....	00170.01(e)
Contract Completion Time .....	00180.50(h)
Right-of-Way and Access Delays .....	00180.65
Traffic Lane Restrictions .....	00220.40(e)
Special Events .....	00220.40(e)
In-water Work Restrictions .....	00290.34(a)
Noise Control .....	00290.32

*(Use the following paragraph when limitations prevent contractor work within the limits of the project, before a specified date, or for a duration. Fill in the specific dates.)*

Be aware of the schedule limitations in the Standard Specifications that are not listed in this subsection.

**00180.41 Project Work Schedules** - After the paragraph that begins "Contractor's activity..." ADD the following paragraphs:

The Contractor shall submit a supplemental "3 week look ahead" Project Work schedule each week to the Engineer. An exception to this provision may be given by the Engineer when projects are small or of a simple nature. The "look ahead" Project Work schedule is supplemental to the Type A, B, or C schedule specified below. The supplemental "look ahead" Project Work schedule shall:

- Identify the sequencing of activities and time required for prosecution of the Work
- Provide for orderly, timely, and efficient prosecution of the Work
- Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities

The supplemental "3 week look ahead" Project Work schedule shall be written in common terminology and show the planned work activities broken down into logical, separate activities by area, stage, and size, and shall include the following information:

- The resources the Contractor, Subcontractors, or services will use
- The locations of each activity that will be done, including the limits of the Work by mile posts, stations, or other indicators
- The time frames of each activity by Calendar Days, shifts, and hours
- All anticipated shoulder, lane, and road closures

At a minimum, the Contractor shall prepare a bar chart that:

- Shows at least three weeks of activity including the week the bar chart is issued
- Uses a largest time scale unit of one Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities
- Identifies each Calendar Day by month and day

Include the Contract name, Contract number, Contractor's name, and date of issue on each page of the bar chart.

The Contractor shall submit the supplemental "3 week look ahead" Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and cleanup has been completed. The Contractor shall meet with the Engineer each week to review the supplemental "look ahead" Project Work schedule. If the Engineer or the Contractor determines that the current supplemental "look ahead" Project Work schedule requires changes or additions, either notations can be made on the current schedule or the

Engineer may require the submittal of a revised supplemental "look ahead" Project Work schedule. Review of the current and subsequent supplemental "look ahead" Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

*(Obtain the type of schedule ("A," "B", or "C") from the project Scheduler. Insert the type in the blank.)*

In addition to the "3 week look ahead" Project Work schedule, a Type \_\_\_\_\_ schedule as detailed in the Standard Specifications is required on this Contract.

*(Use the following subsections .41(b-2) and .41(b-3-a) when a Type "B" Schedule is required.)*

*[BEGIN .41(b-2) and .41(b-3-a)]*

**00180.41(b-2) Detailed Schedule** – REPLACE the paragraph that begins "In addition to the above requirements..." with the following two paragraphs:

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 MS Project 2003, Primavera P3, SureTrak Project Manager 3.0, or another scheduling program approved by the Engineer.

Detailed work schedule activities shall including the following:

REPLACE the paragraph that begins "Within 10 Calendar Days..." with the following paragraph:

Within 10 Calendar Days after submission of the Project Work schedule, the Engineer and the Contractor shall meet to review the Project Work schedule as submitted. Within 10 Days of the review meeting the Contractor shall resubmit to the Engineer one digital and four paper copies of the Project Work schedule, including required revisions.

**00180.41(b-3-a) Review with the Engineer** - In the paragraph that begins "The Contractor shall evaluate...", REPLACE the sentence that begins "The Contractor shall submit..." with the following sentence:

The Contractor shall submit one digital and four paper copies of the updated bar chart to the Engineer within 7 Days after the progress meeting, along with a progress report as required by "b." below.

*[END .41(b-2) and .41(b-3-a)]*

**00180.42 Preconstruction Conference** – REPLACE OSS 00180.42 with the following:

Before work is started and materials ordered, the Contractor shall meet and consult with the Engineer relative to materials, equipment, and all arrangements for prosecuting the Work. The Contractor shall commence the Work contemplated under these Contract Documents within 3 days after the City's written notice to proceed unless otherwise notified by the Engineer, and shall complete the Work within the time specified in the Agreement, it being expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence of this Agreement.

Before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utility's time needs into the Contractor's schedule submitted at the preconstruction conference.

*(Use one of the following four .50(h) subsection options, as appropriate. Fill in the blanks.)*

*(Option 1. When on-site work is to be controlled, use the following.)*

**00180.50(h) Contract Time** – Complete all work to be done under the Contract before the elapse of \_\_\_ Calendar Days, or not later than \_\_\_\_\_, whichever occurs first.

Recording of the elapse of Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

*(Option 2. When seeding establishment or plant establishment is required, use the following. Delete what does not apply. Remove parentheses.)*

**00180.50(h) Contract Time** – Complete all work to be done under the Contract, except for (seeding establishment) (and) plant establishment, not later than \_\_\_\_\_.

*(Option 3. When there are two completion times, use the following.)*

*(If either durable pavement markings (00865) or high-performance pavement markings (00866) are required, and the completion date is after September 15, check with the Scheduler and request two completion times.)*

*(If permanent seeding (01030) or planting (01040) is required, and the completion date is outside the planting seasons (see 01030.43(b) or 01040.41*

*and .42), check with the Scheduler and request two completion times. Delete what does not apply. Remove parentheses.)*

**00180.50(h) Contract Time** – There are two Contract Times on this Project as follows:

(1) Complete all work to be done under the Contract, except for \_\_\_\_\_, not later than \_\_\_\_\_.

**ADD the following subsection:**

(2) Complete all work to be done under the Contract, (except for (seeding establishment) (and) plant establishment), not later than \_\_\_\_\_.

*(Option 4. When none of the three options above apply, use the following.)*

**00180.50(h) Contract Time** – Complete all work to be done under the Contract not later than \_\_\_\_\_.

*(Use the following subsection .65 when right-of-way access delays are necessary. Fill in the blanks with the appropriate information.)*

**00180.65 Right-of-Way and Access Delays** – **ADD** the following paragraph:

It is anticipated that the ending date of an anticipated delay for the following properties will be as shown:

- File \_\_\_(R/W file number) (Stations right and left)\_\_\_ not later than \_\_\_(Date)\_\_\_.

ADD the following subsection:

**00180.66 Delays and Extension of Time** – If the Contractor shall be delayed at any time in the progress of the Work by any act or neglect of the City; or of any employee of the City; or by any separate contractor employed by the City; or by changes ordered in the Work; or by strikes, lockouts, fire, unavoidable casualties, or any cause beyond the Contractor's control that justified the delay, or by any delay authorized in writing by the Engineer; then the date for completion of the Work shall be extended. Within 14 days after the Contractor submits to the Engineer a written request for an extension of time, the Engineer will determine the number of days extension due to the Contractor. The City will make the final decision on all requests for extension of time.

No extension shall be made for delays occurring more than 7 days before claim is made in writing to the Engineer. In case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating the date upon which supplemental drawings shall be furnished by the Engineer is made, then no claim for delay shall be allowed the



Contractor on account of failure to furnish drawings until 2 weeks after demand for the drawings, and not then unless the claim be reasonable.

No extension of time will be granted to the Contractor for delays occurring to parts of the Work that have no measurable impact on the completion of the total Work under this Agreement.

No extension of time will be considered for weather conditions normal to the area in which the work is being performed. Unusual weather conditions, if determined by the Engineer to be of a severity that would stop all progress of the work, may be considered as cause for an extension of Agreement completion time.

Delays in delivery of equipment or material purchased by the Contractor or its Subcontractors (including City selected equipment) shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

The contract time may only be changed by a Change Order.

**00180.85(b) Failure to Complete on time; Liquidated Damages:** REPLACE (b) with the following:

(b) It is agreed that the amount of additional expense and damage incurred by reason of failure to complete the Work shall be as given in the following schedule for each workday the work exceeds the number of workdays specified.

<u>Original Contract Amount</u>	<u>Liquidated Damages</u>
Up to \$10,000	\$500
\$10,000 to \$100,000	\$1,000
\$100,000 to \$500,000	\$1,500
Greater than \$500,000	\$2,000

These amounts are agreed upon as liquidated damages for the loss to the City on account of expense due to the employment of Engineers, Inspectors, and other employees after the expiration of the time of completion, and on account of the value of the operation of the Work dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages that have accrued against the Contractor; and the City is authorized to deduct the amount of the damages from any monies due the Contractor for work performed or material furnished under this Agreement; and the Contractor and its Sureties shall be liable for any excess.

(Note: The minimum liquidated damages will be all of the City's incurred costs for administration and inspection beyond the approved completion date.)

**Section 00190 – Measurement of Pay Quantities**

*(Use the following paragraph when 00190.20(f-2) and 20(g) are NOT included in the project.)*

Comply with Section 00190 of the General Conditions as modified in this section.

*(Use the following lead-in paragraph when 00190.20(f-2) and 20(g) are included in the project.)*

Comply with Section 00190 of the General Conditions modified as follows:

*(Use the following subsections .20(f-2) and .20(g) when materials are to be weighed to determine pay quantities.)*

**00190.20(f)(2) Scale Without Automatic Printer** – ADD the following sentence after the first paragraph:

Pay costs for the weigh witness at \$35.00 per hour.

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

Pay costs for the weigh technician at \$35.00 per hour.

**MODIFICATIONS APPLICABLE IN ALL CASES**

DELETE sections 00195.10, 00195.12 and 00195.80.

## Section 00195 – Payment

Comply with Section 00195 of the General Conditions modified as follows:

### **00195.10 Payment for Changes in Materials Costs** – ADD the following:

No material price escalation/de-escalation is allowed on City projects unless specifically identified and defined in the Contract. All OSS clauses relating to this matter are not applicable on City projects.

### **00195.20(a) Insignificant Changed Work** – DELETE and REPLACE subsection with the following:

**(a) Change Orders** - Payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of methods below.

- **Unit Prices** - If applicable, the unit prices stated in the Proposal or unit prices negotiated and mutually acceptable to the Contractor and City.
- **Lump Sum** - A total sum for the Work negotiated and mutually acceptable to the Contractor and City.

The Contractor's quotations for Change Orders shall be in writing and firm for a period of 45 days. Any compensation agreed upon, and subsequently paid by the City for work defined in a Change Order, shall be deemed to include all costs and expenses related to the work, including the costs and expenses to a direct, indirect, and consequential nature, or otherwise, and it is specifically understood and agreed that no additional compensation may be subsequently sought or charged by the Contractor for the work covered by the applicable Change Order.

The City's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall the request justify any delay in existing work.

### **00195.80 Allowance for Materials Left on Hand:** DELETE and REPLACE section with the following:

#### **00195.80 Materials delivered to the work site but not used.**

Final payment will be made only for materials actually incorporated in the work. Upon acceptance of the work, all materials stored on the site, unless otherwise agreed upon in writing, shall revert to the Contractor.

ADD the following subsection:

**00195.89 Release of Liens** – Except for payments to Subcontractors, neither the final payment nor any part of the retained percentage shall become due until the Contractor submits to the City a signed affidavit, satisfactory to the City, stating that so far as the Contractor has knowledge or information, all accounts for materials, labor, and incidentals in connection with the Work have been paid in full.

**00195.90 Final Payment** – DELETE and REPLACE with the following subsection:

To receive final payment, the Contractor must do the following:

- (1) Notify the Engineer, in writing, that the Work has been completed in accordance with the Contract Documents, and request final payment.
- (2) Submit to the City appropriate waivers of lien for itself and all Subcontractors.
- (3) Furnish to the City a completed wage certification as required by ORS 279, as amended.

Within 15 days of these documents, the Engineer shall conduct a final inspection of the Work. If the Work, including all required inspection by City and other government agencies, and documentation has been completed to the satisfaction of the Engineer, the City shall accept the Work and make final payment to Contractor within 30 days of the final inspection.

ADD the following Subsection:

**00195.92 Acceptance of Final Payment Constitutes Release** – The acceptance by the Contractor of the final payment shall release the City and the Engineer as agent of the City from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and every act of the City and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor from obligations under these Contract Documents, including obligations to repair or compensate City for work later determined to be defective.

ADD the following subsection:

**00195.93 No Waiver of Rights** – Neither the inspection by the City, through the Engineer or any of its employees, nor any payment for or acceptance of any part of the Work by the City Engineer, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any provision of these Contract Documents, or any power reserved to the City, or any right to damages. A waiver of any breach of this Agreement is not a waiver of any other or subsequent breach.

## Section 00199 – Disagreements, Protests and Claims

Comply with Section 00199 of the General Conditions modified as follows:

ADD the following subsection:

**00199.01 Inconsistencies and Omissions** – Any inconsistency, error or omission found in the Contract Documents shall be reported to the City in writing immediately and before proceeding with the work affected by the inconsistency, error or omission. Contractor shall not be liable to City for failure to discover any inconsistency, error or omission. City will clarify inconsistencies, errors or omissions in writing within a reasonable time. The City’s decision shall be final. Inconsistencies shall be resolved according to the priority stated in the Agreement.

**00199.40(b) Step 1: Region Level Review** – REPLACE title with the following:

### **Step 1: Engineer Appeal**

SUBSTITUTE Engineer for “Region-level review” throughout Step 1:

**00199.40(c) Step 2: Agency Level Review** – REPLACE title with the following:

### **Step 2: City Public Works Director Appeal**

SUBSTITUTE Public Works Director for “Contract Administration Engineer” throughout Step 2.

**00199.40(d) Step 3: Arbitration; Claims Review Board** – DELETE in its entirety and REPLACE with the following:

At this step, the parties agree to submit the dispute to non-binding arbitration before an arbitrator selected by mutual agreement of the parties. If the parties are unable to agree to an arbitrator, they shall ask the Presiding Judge of the Circuit Court of the State of Oregon for Deschutes County to appoint an arbitrator.

ADD the following subsection:

**00199.60 Remedies Cumulative** – The remedies provided for in the contract documents 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 facilities to be constructed under this contract, the City may not have an adequate remedy at law in the event of a breach of this contract by Contractor, and that the City may obtain injunctive relief at the sole election of the City.

**END OF SECTION**