
PART I

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

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 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.

The City Engineer is ultimately responsible for maintaining this document and implementation of it. Small technical changes can be made to the City of Bend 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. Refer to the City's website to obtain the most up to date version of this document.

Users can also request a change. There are two types of changes that users can request:

- 1) Changes to this document
- 2) A Standards and Specifications Exception (Exception) from a requirement within this document

A change request to this document can result in the document being modified which would apply to all projects from that point forward. An Exception is a onetime change of City Standards and/or Specifications that would only apply to a specific project.

Change Request

A change request from a user must start with filling out the required change request form. The Change Request form can be found on the City of Bend's Standards and Specifications webpage.

All applicable change requests sections must be filled out with as much detail as possible. This form can either be mailed to the City, or can be submitted electronically at engineering@bendoregon.gov.

The decision process for consideration of the change will follow the steps below:

- 1) The Assistant City Engineers (ACEs) along with the City Engineer, will determine if the City staff has the qualified expertise to make a decision on the request
 - a. If it is determined that City staff lacks this expertise, City Engineering will retain the services of a qualified expert to review the change request
- 2) The ACEs, or the qualified expert, will develop a written response with recommendations on the decision
 - a. 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. If the decision is to accept the change, 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 ACEs, or the qualified expert, along with the City Engineer 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 it will be implemented and the original requestor will be notified of the decision

Once reached, the City Engineer's decision will be final.

Standards and Specifications Exception

All Exceptions from a design standard or construction specification must be approved by the City Engineer. The request for an Exception must be submitted in writing to the ACEs using the Standards and Specifications Exception request form posted on the City's website and must specify how it meets the criteria set forth below. The request can either be mailed to the City, or can be submitted electronically at engineering@bendoregon.gov.

The criteria for an Exception will be based on the following determination:

- 1) The Exception or modification will not harm, or will be beneficial to, the public in general
- 2) The Exception and modification are not inconsistent with the general purpose of ensuring adequate public facilities
- 3) One or more of the following conditions are met:
 - a. The modification or Exception 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. Vehicular or utility access to an existing lot would be eliminated without the Exception or modification
 - d. Building on an existing lot would be infeasible without the Exception or modification
 - e. Existing structures make future widening of the remainder of a street or right-of-way unlikely and the additional width would not be beneficial for sidewalks or parking without the extension for the rest of the block
 - f. Needed to allow development of, or street access to, the property because of topographical constraints
 - g. The existing infrastructure:
 - i. Does not meet current standards
 - ii. Is and will remain functionally equivalent to current standards
 - iii. 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 Exception / 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.

The process for review will also follow the four-step process as outlined for a change request, see previous section. All of the steps outlined will be followed however, an Exception will not result in a change to this document. Only the applicant will be granted an Exception if it is approved. If an Exception is not approved, the applicant must use the criteria set forth in this document. An Exception 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.

Once reached, the City Engineer's decision will be final.

3 Community Development Department Overview

The City of Bend Permit Center is located within 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, Private Development Engineering, Planning, and Building Departments, as well as other affected agencies.

Development permit applications are processed through the Online Permit Center including land use proposals, engineering construction plans, work in the public right-of-way and lane closures, clearing, grading, erosion control, 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.

Additional information can be found for application processes, responsibilities, and timelines as well as additional review and training materials on the City of Bend's Online Permit Center webpage.

4 Abbreviations

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACE	Assistant City Engineer
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 ²	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
HVAC	Heating, Ventilating, and Air Conditioning
IBC	International Building Code
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	International Fire Code
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	National Electrical Code
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	Non-pollutant 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 OSS General Conditions

ORGANIZATION OF CONDITIONS AND SPECIFICATIONS

The 2021 Oregon Standard Specifications for Construction (OSS) form the basis for the Conditions and Specifications for this project.

https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf

The City of Bend Special Provisions to the OSS General Conditions modifies the 2021 Oregon Standard Specifications for Construction, (General Conditions).

Special Provisions to the OSS General Conditions

GENERAL CONDITIONS

Special Provisions to the 2021 Oregon Standard Specifications for Construction (OSS) General Conditions

- 00110 – Organization, Conventions, Abbreviations and Definitions
- 00120 – Bidding Requirements and Procedures
- 00130 – Award and Execution of Contract
- 00140 – Scope of Work
- 00150 – Control of Work
- 00160 – Source of Materials
- 00165 – Quality of Materials
- 00170 – Legal Relations and Responsibilities
- 00180 – Prosecution and Progress
- 00190 – Measurement of Pay Quantities
- 00195 – Payment
- 00197 – Force Account Work
- 00199 – Disagreements, Protests and Claims

PART 00100 – GENERAL CONDITIONS

(Follow all instructions and make all edits with “Track Changes” turned on. If there are no instructions [orange text] above a subsection, paragraph, sentence, or bullet, then include it in the project. Delete all orange text before preparing the final document.)

Section 00110 – Organization, Conventions, Abbreviations and Definitions

Comply with Section 00100 of the Standard Specifications modified as follows:

00110.10 Abbreviations – Add the following:

- NFPA - National Fire Protection Association
- OSS – 2021 Oregon Standard Specifications for Construction
- UIC – Underground Injection Control
- WPCF - Water Pollution Control Facility

00110.20 Definitions - Modify as follows:

As Approved –Add the following:

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

Agency – Replace with the following
The City of Bend

City – Add the following:

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

City Project Representative – Add the following:

The authorized representative of the City, with primary responsibility for administering the Public Improvement Contract

Contract Documents – Delete in its entirety. Contract Documents are as defined in the CITY OF BEND PUBLIC IMPROVEMENT CONTRACT.

Design - perform architectural or engineering, or both, design professional services, including but not limited to planning, designing, observing, consulting, evaluating and other related services, for the construction of the Work.

Engineer – Replace with the following:

The City’s project manager if the individual is registered as a professional engineer in the State of Oregon. If the City’s project manager is not a professional engineer, the Engineer is the Engineering and Infrastructure Planning Department (EIPD) Director. In both cases, the City’s project manager and EIPD Director may designate the Engineer.

Furnish - supply and deliver services, materials, or equipment to the Work site (or other specified location) ready for use or installation and in usable or operable condition.

Install - put into use or place in final position services, materials, or equipment complete and ready for intended use.

Laboratory - Add the following:

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 – Add the following:

The following, subject to subsequent change by law, are legal holidays for the City /Agency: Sunday, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, 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 falls on Saturday, the Friday preceding Saturday is a legal holiday. When a legal holiday falls on Sunday, the immediate following Monday is a legal holiday.

Other references to Legal Holidays in the OSS will comply with the modified definition of "Legal Holiday". Such as in Section 00170.65, 00180.41, 00220.60 and 00290.32.

Work on Saturdays, Sundays, and City's legal holidays will not be permitted unless written approval is granted by the City.

Perform or provide – when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

Plans – Delete and replace with the following:

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 duly licensed design professional (Professional Engineer, Architect, or Landscape Architect), 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 and accepted Stamped Working Drawings (see 00150.35 in the Special Provisions).

Quality Control Personnel – Add the following:

In addition to the ODOT technical certifications listed throughout the OSS, the following certifications are approved alternatives:

- ACI Concrete Field Testing Technician – Grade 1
- ACI Concrete Strength Testing Technician
- ICC Reinforced Concrete Special Inspector
- ICC Soils Special Inspector
- WAQTC certifications

Addition certifications may be submitted and approved on a case-by-case basis.

Working Day – Add the following:

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.

End of Section

Section 00120 – Bidding Requirements and Procedures

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

Section 00120 – Bidding Requirements and Procedures. Delete in its entirety

Bidding Requirements are stated in the Bid/Contract Documents.

End of Section

Section 00130 – Award and Execution of Contract

Comply with Section 00130 of the Standard Specifications modified as follows:

Section 00130 Award and Execution of Contract - Delete in its entirety

End of Section

Section 00140 – Scope of Work

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

00140.00 Purpose of the Contract – Add the following bullets

- 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, the lands upon which the Work is to be performed, 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. 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.

Contractor shall keep the designated work site clear of noxious weeds and free of fire danger related to landscape material the enter length of the project.

Upon Contractor's failure to provide cleanup within 24 hours of receiving written direction to do so, the City may complete the cleanup by whatever means necessary, and the cost thereof, plus 10 percent for handling, shall be deducted from any payment due the Contractor. Should such amount exceed available funds, City may pursue compensation via a claim. Any such claim shall be in addition to liquidated damages.

Add the following subsection:

00140.06 Cutting and Patching - The Contractor shall provide 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 Functional and Performance Testing - Operating equipment and systems shall be functional-tested and performance-tested in the presence of the Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under simulated operating conditions recommended or approved by the Engineer. Unless timing is otherwise specified, 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. Contractor shall provide written testing plans and all test results to City.

Add the following subsection:

00140.35 Subsurface and Physical Conditions - Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Except for such reliance on such "technical data," Contractor may not rely upon or make any Claim against Agency, Engineer, or any of Engineer's Consultants with respect to the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

Engineer's Review: After receipt of written notice as required, Engineer will promptly review the pertinent condition, determine the necessity of Agency's obtaining additional exploration or tests with respect thereto, and advise Agency in writing (with a copy to Contractor) of Engineer's findings and conclusions. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following: such condition must meet any one or more of the categories with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions stated in the General Conditions.

Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if the Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Agency in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or if the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or if the Contractor failed to give the written notice within the time and as required by the General Conditions.

If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An

Special Provisions to the 2021 OSS
Section 00140 – Scope of Work

equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Agency and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Agency or Contractor may make a Claim therefore as provided in the General Conditions.

End of Section

Section 00150 – Control of Work

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

(Consider if project would benefit from a Partnering arrangement and consider if this should be specified into the contract vs. offered informally after award. City has had experience with formal partnering, however, good value with low investment of time can be obtained in informal setting with a couple of the project management staff and the Contractor's leadership to discuss project challenges, concerns, solutions, etc.)

00150.05 Cooperative Arrangement - Delete in its entirety.

00150.10 Coordination of Contract Documents - Delete subparagraph (a) in its entirety. Coordination of Specifications and Plans (Order of Precedence) is stated in the Bid/contact Documents.

Add the following subsection:

00150.11 General Requirements for Sequence and Scheduling of Work -

- *(Use the following subsections (a) through (h) to define the general requirements for sequencing and scheduling of work. Add, delete, or replace subsections as necessary to define the requirements of the work.)*
- *(Optional clause. Project Segments could be a useful way to divide linear projects with discrete constraints, or where work in one area must be complete prior to work in other areas. Item (a) only identifies the segments, and subsequent subsections describe how the work is constrained within the segments)*

(a) Project Segments – The Project is divided into segments with the following limits:

- *(Add project segments)*
- *(Optional clause. Construction limits could include items like requirements for franchise utility work, special timing or sequence constraints)*

(b) Construction Limits – The Contractor shall limit active construction areas as described below:

(1) The following constraints are applicable to all Segments.

- *(Add construction constraints)*

(2) Segment 1

- *(Add construction constraints)*

(3) Segment 2

- *(Add construction constraints)*

(c) **Temporary Pumping Plan** – Temporary pumping plans are required for the following existing sewers:

- *(Add temporary pumping plan)*

(d) **Gravity Sewers**

(1) **Existing Facilities** – Existing gravity sewer facilities affected by construction shall remain operation at all times. Contractor shall plan and sequence all construction activities and provide all means and methods to maintain continuous operation of the existing gravity sewer facilities. The Contractor shall maintain continuous service to all customers connected to existing sewer facilities affected by construction and sequence the work to maintain uninterrupted service.

(2) **New Facilities** - *(Add gravity sewer requirements)*

(e) **Temporary Water Service** – *(Add temporary water service requirements)*

(f) **Utilities** – Contractor shall sequence all work activities with known utility conflicts and any unanticipated utility conflicts that are encountered during construction. The Contractor shall modify the schedule and sequencing for all work items including, but not limited to: traffic control, temporary utility re-routing and support, private residence access, maintenance of utility service to customers, and construction of the proposed improvements, as necessary to coordinate with existing and relocated utilities.

Contractor shall sequence and schedule the work to maintain the function of all utilities during construction and make accommodations as necessary to allow utilities to maintain services to all customers served by the affected utilities.

Contractor shall coordinate with utilities where relocation or modification of utilities is to be performed by the utility company during Contractor's work in the vicinity.

(g) **Protection of Work** – It is the Contractor's responsibility to adequately protect and barricade all elements of the work from potential accidents or injury to the public at all times during both working hours and shutdown periods such as overnights, weekends, and holidays.

(h) **Landscape Restoration** – *(Add landscape restoration requirements)*

(Optional clause. In some circumstances it may be appropriate to restrict blasting. The following clause may be used to do this. Note, other construction techniques can still cause significant vibration and could have higher risk of damage than allowing controlled blasting. Engineer of Record should carefully consider appropriate use of this clause.)

- (i) **Nonblasting Areas** – Drawings may depict areas where nonblasting excavations methods may be required. Contractor shall comply with all such nonblasting requirements.

Specific nonblasting areas include, but are not necessarily limited to, the following station locations: A purpose for the nonblasting requirement is noted in parenthesis next to the station location(s):

EXAMPLE STA X+XX to Y+YY (gas)
EXAMPLE STA X+XX to Y+YY (water main)

(Include (j) when special utility potholes are identified in the plans and included in SP00498. Add time requirements for special utility potholes.)

- (j) **Special Utility Potholes** – *(Add special utility pothole time requirements)*

Add the following subsection:

00150.12 General Requirements for Work Areas - *(Add general work area requirements. This may include clause related to work within easements, protection of structures, property access for third parties adjacent to work areas, and other requirements.)*

(See Section 00305 and the ODOT Survey Policy and Procedure manual (https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Survey-Policy-Procedure-Manual.pdf). The specifier must review 305 and understand the duties of City and Contractor with respect to surveying.)

00150.15 Construction Stakes, Lines and Grades - Delete and replace this section as follows:

Contractor shall perform all project surveying. See Section 00305.

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, 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.

(Include the following sentence for Private Development Projects)

Contractor shall schedule daily inspections through City View Portal for Private Development projects and or work shall be “STOPPED” by direction of the City Engineer.

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 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. This section is intended to be complementary to, and does not alter or supersede, rights and responsibilities described in other sections of this Agreement, including 00170.80.

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.

Add the following subsection:

00150.34 Schedule of Working Drawings and Sample Submittals - Prepare and submit a schedule of all specified Working Drawings and Sample Submittals identifying Specification Section number, anticipated submittal date, proposed title of submittal, location or facility to which submittal applies, and subcontractor or supplier (if other than Contractor) that is responsible for preparing submittal for Contractor, and earliest date (per contractor's critical path schedule) by which products or materials that are subject of Working Drawings or Samples are required on-site for incorporation in the work.

00150.35 Plans, 3D Engineered Models, Working Drawings, and 3D Construction Models – Delete and replace this subsection as follows:

Contractor shall submit Working Drawings to Engineer for review and approval in accordance with the accepted schedule of Working Drawings and Sample submittals. All submittals will be identified as Engineer may require and in the number of copies specified in the General Requirements. The data shown on the Working Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information. The Agency will provide a web-based tool for handling submittals, Working Drawings, requests for information, and other communications. Contractor shall use this tool for communication on the project to maximum extent practicable.

Contractor shall also submit Samples to Engineer for review and approval in accordance with the accepted schedule of Working Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as Engineer may require to enable Engineer to review the submittal. The numbers of each Sample to be submitted will be as specified in the Specifications.

Where a Working Drawing or Sample is required by the Contract Documents or the schedule of Working Drawings and Sample submittals accepted by Engineer as required, any related Work performed prior to Engineer 's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

Before submitting each Working Drawing or Sample, Contractor shall have determined and verified: all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and Contractor shall also have reviewed and coordinated each Working Drawing or Sample with other Working Drawings and Samples and with the requirements of the Work and the Contract Documents.

Each submittal shall bear a stamp or specific written indication that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

At the time of each submittal, Contractor shall give Engineer specific written notice of such variations, if any, that the Working Drawing or Sample submitted may have varied from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Working Drawing and Sample submitted to Engineer for review and approval of each such variation.

Engineer will timely review and approve Working Drawings and Samples in accordance with the schedule of Working Drawings and Sample submittals accepted by ENGINEER. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

Engineer 's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

Engineer 's review and approval of Working Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of each submittal as required and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Working Drawing or Sample approval; nor will any approval by Engineer relieve Contractor from responsibility for complying with the requirements.

Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Working Drawings and submit as required new Samples for review and

approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

- (a) **Plans** - The Agency-prepared Plans will show details of lines, grades, Cross Sections, and Typical Section of the Roadway, and locations and design details of Structures.
- (b) **Working Drawings** - The Contractor shall supplement the Agency-prepared Plans with stamped Working Drawings, or unstamped Working Drawings that show all information necessary to complete the Work. The applicable Section or Subsection of the Standard Specifications will indicate the supplemental information required and whether the drawings are to be stamped or unstamped. Stamped Working Drawings, unstamped Working Drawings, are defined as follows:
 - (1) **Stamped Working Drawings** - Working Drawings, calculations, and other data which are prepared by or under the direction of a Professional Engineer licensed in the State of Oregon, and which bear the engineer's signature, seal, and expiration date.
 - (2) **Unstamped Working Drawings** - Working Drawings, calculations, and other data that do not bear an engineering seal.
 - (3) **3D Construction Models** – (not used)
- (c) **Number, Size, and Format of Working Drawings** - The Contractor shall submit Working Drawings according to one of the following methods:
 - (1) **Paper Submittal** – not permitted. If Special Provisions refer to paper submittals, Contractor shall substitute PDF, or other electronic media as directed by Engineer to satisfactorily depict the requirements of the submittal.
 - (2) **Electronic Submittal** - The Contractor shall submit electronic Working Drawings as required in 00170.08 and submit via electronic Project Document Tracking System Software.
- (d) **Processing Working Drawings** - The Engineer will process Working Drawings as follows:
 - (1) **Stamped Working Drawings** - Stamped Working Drawings will be designated as "reviewed", "reviewed with comments", by the Engineer. If stamped Working Drawings are "reviewed with comments", the Contractor shall address all comments and resubmit the stamped Working Drawings.
 - (2) **Unstamped Working Drawings** - Unstamped Working Drawings will be designated as "approved", "approved as noted", or "returned for correction" by the Engineer. If unstamped Working Drawings are returned for correction by the Engineer, the Contractor shall address all comments and resubmit the unstamped Working Drawings.
 - (3) **3D Construction Models** – not used.

The Contractor shall not fabricate or construct any structural components until the stamped or unstamped Working Drawings are returned by the Engineer with a written designation of "accepted", "accepted with comments", "approved", or "approved as noted", as applicable for the Working Drawings.

The Engineer's processing of the Working Drawings does not amend any contractual obligations of the parties.

The Engineer will process and return Working Drawings within 21 Calendar Days (65 Calendar Days if Railroad approval is required) after receipt by the Engineer. If the Engineer fails to return such drawings or models within this period of time, the Engineer will consider granting a Contract Time extension according to 00180.80. If the Contractor is required to resubmit Working Drawings to the Engineer, the Engineer will process and return the Working Drawings within 21 Calendar Days (65 Calendar Days if Railroad approval is required) after receipt of the resubmitted Working Drawings by the Engineer.

00150.40 Cooperation and Superintendence by the Contractor- Add the following bullet after the fourth bullet within this section:

- 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.

Add the following bullet after the final bullet in this section:

- Contractor shall reasonably provide access for City staff and City representatives to City facilities and the Work at all times, shall not unreasonably restrict access upon request.

Add the following subsection:

00150.41 Construction Management Forms and Communication

CONSTRUCTION PROJECT MANAGEMENT DOCUMENTATION

This item covers all project management and documentation efforts.

Project Document Tracking System Software:

All correspondence, including but not limited to meeting minutes, RFIs, Field orders, Work Change Directives, Contract Modifications, Submittals, manufacturer's catalog cuts and materials information, data sheets, and similar required informational or documentary submittals, shall be provided in either 8-1/2 inch by 11 inch or 11 inch by 17 inch PDF format, and shall be provided to the Engineer and Agency's Representative electronically using the City's project management application software rather than in paper form. All documents referencing financial requirements can be processed through the City's project document tracking system. The Software and Training shall be paid for by the Agency.

The following forms shall be used to administer the Work.

Construction forms:

(a) Request for Information (RFI)

This form is to be used to ask questions as to the design intent or make clarification of the design by the Contractor. This form can also be used by the Engineer to clarify the design intent.

(b) Work Change Directive (WCD)

It is understood that this work change directive will not change the contract price or schedule, but is evidence that the parties expect a change order to be subsequently issued reflecting any changes.

(c) Field Order

The intent of this Field Order is to authorize minor variations to the contract documents not involving a change in contract price or contract schedule and which are compatible with the design concept of the completed project. This Field Order is binding upon Agency and upon Contractor who will perform the work promptly. If Agency or Contractor believes an adjustment to the contract price or contract schedule is necessary, the party may make a claim therefore in accordance with the general conditions.

(d) Removal From Service (RFS) Request Form

This form shall be used for requesting and documenting significant operations interruptions or requests from the Contractor to make modifications to existing infrastructure that is in operation.

(e) Request for Quotation

Requests contractor's proposal of cost and times to perform Agency's contemplated changes in the work.

Formally issued by the Agency; may be prepared by the engineer as the agent of the City of Bend.

NOT to be utilized for authorization to proceed with the change. Scope of work must be complete with all sketches, specifications, etc. required for contractor to estimate fully the work required. Lower portion of form to be completed and returned by contractor.

(f) Substitution Request: See section 00180.31(b)

This form shall be used for requesting substitutions to the specified products. All requests shall provide data which includes product description, specifications,

drawings, photographs, performance and test adequate for evaluation of the request. Applicable portions of the data shall clearly identified.

(g) Submittal Transmittal Form

This form shall be used for submitting Construction submittal information, Project submittal according to the project specification and for submittal tracking purposes.

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

Add the following subsection:

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 City. Contact the 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)
(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, pounding guardrail posts, boring, or other road construction activities, the Contractor shall increase the tolerance zone from 24 inches, as defined in OAR 952-001-0010, to 10 feet. Exceptions require written approval from the Gas Utility. The Contractor shall provide the Engineer a copy of the written approval of the exception before beginning Work.

(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.

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 – Add the following paragraph at the end of the 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)
<i>(For example – Your project's bid opening is July 5, 2021, so:</i>	
<i>OR99E Howell Prairie Rd-Wauconda Rd.</i>	<i>Aug 2021 to Oct 31, 2021</i>
<i>Dewey Cheatum Construction Inc. 541.123.4567 (On-Site))</i>	

00150.55 Cooperation with Other Contractors – Add the following paragraph at the end of the subsection:

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.

This clause is complementary to Section 00170.80 and excludes repairs necessitated by damaged caused by

- Acts of God or Nature, as defined in Section 00110; or
- Actions of governmental authorities.

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.

(Note requirement to backfill all open trenches at night, which may be unreasonable and costly for very deep excavations. Review end-of-shift backfill requirements. If night work is expected and trenches would be backfilled during the day time, update text as required to indicate “end of daily work shift” or similar)

At night, the Contractor shall backfill all open trenches, unless otherwise specified, and mark all construction 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). Steel plates will not be permitted within the travel way between November 1st and March 1st. 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.

Request for Information

PROJECT _____ REQUEST NO. ____ CONTRACTOR _____
DATE _____

PROJECT NO. _____

Clarification/Interpretation Requested by _____

Regarding: Plan sheet _____ of _____ Spec. Section _____

DESCRIPTION:

Prepared by

Date

RESPONSE ASSIGNED TO:

☐
☐
☐

Project Manager

Project Design Manager

Other _____

Signed

Date



CITY OF BEND PUBLIC WORKS
WORK CHANGE DIRECTIVE

ENGINEERING

CONTRACTOR:: _____

WCD NO.: _____

PROJECT: _____

PROJECT NO. _

AGENCY: _____

ENGINEER: _____

The following additions, deletions or revisions to the work have been ordered and authorized:

Description of Work: _____

Reason for change(s): _____

Attachments (List supporting documents): _____

It is understood that this work change directive will not change the contract price or schedule, but is evidence that the parties expect a change order to be subsequently issued reflecting any changes.

ORDERED BY: _____

DATE: _____

RECOMMENED BY: _____

DATE: _____

FIELD ORDER

CONTRACTOR _____

FIELD ORDER NO. _____

PROJECT _____

PROJECT NO. ____

AGENCY _____

ENGINEER _____

The following minor changes in the work have been ordered and authorized:

Description of Changes: _____

Reason for field order: _____

Reference Drawing sheets and section(s) or detail(s): **Reference** **Specification** **section(s)**
/paragraph(s):

The intent of this Field Order is to authorize minor variations to the contract documents not involving a change in contract price or contract schedule and which are compatible with the design concept of the completed project. This Field Order is binding upon AGENCY and upon CONTRACTOR who will perform the work promptly. If AGENCY or CONTRACTOR believes an adjustment to the contract price or contract schedule is necessary, the party may make a claim therefore in accordance with the general conditions.

Issued by Engineer

Contractor Receipt Acknowledgement

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

REMOVAL FROM SERVICE (RFS) REQUEST FORM

PROJECT: _____ DATE: _____
PROJECT NUMBER: _____
BUILDING/AREA AFFECTED _____
SYSTEMS/EQUIPMENT AFFECTED _____
DAY OF SHUTDOWN _____ TIME _____ DURATION _____
WORK TO BE ACCOMPLISHED _____

FOREMAN IN CHARGE _____ CREW SIZE _____

SHUTDOWN ACTIVITIES	START TIME	SPECIAL REQUIREMENTS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

WORK THAT REQUIRES CITY STAFF PARTICIPATION _____

PROBLEMS THAT MAY BE ENCOUNTERED AND CORRECTIVE ACTION _____

	Initial
Contractor Superintendent	_____
Inspector COB	_____
Operations COB	_____
☐	

REQUEST FOR QUOTATION

QUOTATION NO. _____

TO: _____ DATE _____

FROM: _____ PROJECT: _____

KEYWORD DESCRIPTION: _____

DATE QUOTATION REQUIRED _____

The following modification to the contract has been identified. Pursuant to the General Conditions, following the order of precedence, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work herein described.

TO BE COMPLETED BY INITIATOR OF REQUEST

1. Scope of Work: (include list of attachments)
2. Reason(s) for Modification:
3. Approval of Request:

City of Bend _____ Date _____

Engineer _____ Date _____

TO BE COMPLETED BY CONTRACTOR

1. Total cost of modification (attach detailed breakdown) \$ _____
2. Will a modification to the contract time be requires ☐ Yes ☐ No
 - a. If so, trade(s) _____
 - b. Number of personnel _____
 - c. Duration _____ (calendar days)
3. Attachment identification: (list) _____
4. Quotation is in effect until: (date) _____
5. Approval of Quotation _____

Contractor

Date

SUBSTITUTION REQUEST (SR)

PROJECT: _____ **SR NO.** _____
CONTRACTOR: _____ **CONTRACT NO.** _____
ORIGINATOR: _____ **SPEC. SECTION:** _____
DATE SUBMITTED: _____ **DRAWING NO** _____ **SHEET:** _____ **OF** _____

SPECIFIED ITEM:

SECTION	PAGE	PARAGRAPH	DESCRIPTION
----------------	-------------	------------------	--------------------

The undersigned requests consideration for the following:

PROPOSED SUBSTITUTION:

Attached data includes product description, specifications, drawings, photographs, performance and test adequate for evaluation of the request. Applicable portions of the data are clearly identified.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on drawings and will not require any change in any of the contract documents.
2. The undersigned will pay for changes to the design, including engineering design, detailing and construction costs caused by the requested substitution, estimated to be \$ _____.
3. The proposed substitution will have no adverse effect on other contractors, the construction schedule (specifically the date of substantial completion), or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The incorporation or use of the substitution in connection with the work is not subject to payment of any license fee or royalty.

The undersigned further states that the function, appearance and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by CONTRACTOR

Reviewed by ENGINEER

Signature: _____

Firm: _____

Date: _____

Telephone: _____

By: _____

Attachments: _____

- ☐ Accepted
- ☐ Accepted as Noted
- ☐ Not accepted
- ☐ Received too Late

Title: _____

_____ **Date:** _____

_____ **Remarks:** _____

Special Provisions to the 2021 OSS
Section 00150 – Control of Work

SUBMITTAL – TRANSMITTAL FORMS (Need to attach to each submittal)		DATE _____
City of Bend Project Name: _____ Project Number: _____ ☐ New Submittal ☐ Re-submittal Submittal No: _____ Specification Section No.: _____ (One transmittal per section) Schedule Date of Submittal _____	Design Engineer: _____ Contractor: _____ _____ _____	
Submittal Type ☐ Shop Drawing ☐ Sample ☐ Informational ☐ Deferred		

The following items are hereby submitted:

No. of Copies	Description (Type, Size, Model No., Etc.)	Spec. & Para No.	Drawing No.	Contains Variation to Contract	
				No	Yes

Contractor hereby certifies that Contractor has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____
Contractor (Authorized Signature)

Section 00160 – Source of Materials

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

00160.05 Qualified Products List (QPL) – Add the following paragraph:

Products, materials, and equipment listed in the Technical Specifications, Special Provisions or Supplemental Specifications shall be provided in lieu of a similar product on the Qualified Products List. Where no specific product, material, or equipment is specified in the Special Provisions or Supplemental Specifications an item from the QPL may be furnished. Contractor shall submit to the Engineer, a list of any product from the QPL proposed to be included in the work.

ODOT Internet Address: <http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/>

00160.20 Preferences for Materials – Add the following paragraph:

All materials shall be new of U.S.A. domestic manufacture that meet all AWWA, APWA, Federal and, State code requirements, as well as local City and County code requirements. Additionally, strict attention shall be given to workmanship, and materials shall be of good quality.

(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.)

(Use the following subsection .40 on projects for City-furnished material sources. Include ODOT SP235 (for City-furnished material/aggregate sources) or Supplementary Specification Agency Furnished Products 04020 when using this subsection. Prepare Supplemental Specification 04020, edit and include when Agency Furnished Materials are used on project.)

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

End of Section

Section 00165– Quality of Materials

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

00165.00 General – Add the following after the sentence “Materials or manufactured...”:

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.

End of Section

Section 00170 – Legal Relations and Responsibilities

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

00170.01 Other Agencies Affecting Agency Contracts - Add the following:

(For projects involving railroad, review available ODOT boilerplates, and determine what else may be required. The clause below is generally satisfactory to require Contractor to comply with railroad requirements.)

- (e) **Railways** - The Contractor shall comply with any Contractor railway requirements and agreements that are in effect for this Project as applicable. City shall provide permit and permit fee relative to this project.

(Consider and use available ODOT boilerplates for 00170.06 Federal-Aid Participation. These boilerplates are not included herein.)

00170.08 Electronic Document Management – Delete and replace this section with the following:

00170.08 Project Document Tracking System Software -

- (a) The City and Contractor shall utilize City of Bend's Online Permit Center Portal (the CityView Portal) system for electronic submittal of all data and documents throughout the duration of the Contract. The CityView Portal is a web-based electronic media site that is hosted by the City of Bend utilizing CityView software. The CityView Portal will be made available to all Contractors' Project personnel, subcontractor personnel, suppliers, consultants and the Designer of Record. The joint use of this system is to facilitate; electronic exchange of information, automation of key processes, and overall management of the Contract. The CityView Portal shall be the primary means of Project information submission and management. When required by the City's representative, paper documents will also be provided. In the event of discrepancy between the electronic version and paper documents the paper documents will govern.
- (b) User Access Limitations:
- a. The City will control the Contractor's access to the CityView Portal by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system, determine assigned function-based authorizations (determines what can be seen), and user privileges (determines what they can do). Subcontractors will be given access to the CityView Portal through the Contractor's request to the City. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on the CityView Portal shall be the responsibility of the Contractor.
 - b. Joint Ownership of Data: Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the CityView system) by the City and the Contractor will be jointly owned.
- (c) Automated System Notification and Audit Log Tracking: Review comments made (or lack thereof) by the City on Contractor submitted documentation shall not relieve the

Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. City's acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

Contractor Responsibility: The Contractor is responsible for the validity of their information uploaded to the CityView Portal and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet browsers, email programs, CAD drawing applications, and Adobe Portable Document Format (PDF) document distribution program. The Contractor shall utilize the links on the CityView Portal to the maximum extent possible. If a link does not exist on the CityView Portal, the Contractor must include a form of their own or provided by the City as an attachment to a submittal. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use

- (d) **User Access Administration:** Provide a list of Contractor's key CityView personnel and subcontractors for the City's acceptance. Contractor shall notify the City of any addition or removal of personnel or subcontractors. The City reserves the right to perform a security check on all potential users.
- (e) **Connectivity Problems:** The CityView Portal is a web-based environment and therefore subject to the inherent speed and connectivity problems of the Internet. The Contractor is responsible for its own connectivity to the Internet. The CityView Portal response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The City will not be liable for any delays associated from the usage of the CityView Portal including, but not limited to slow response time, downtime periods, connectivity problems, or loss of information. The Contractor can view any scheduled outages on the Portal homepage and shall plan accordingly. The Contractor will ensure that connectivity to the CityView Portal (whether at the home office or jobsite) is accomplished through high-speed broadband communication systems. Under no circumstances shall the usage, of the CityView Portal be grounds for a time extension or cost adjustment to the Contract.

00170.60 Safety, Health, and Sanitation Provisions – Add the following after the sentence "According to ORS 468A.715...":

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.

(The following subsection .65(e) is required only on Federal-Aid projects that do not require Davis-Bacon prevailing wages. Use according to the following:

- ***Do not use this subsection on projects that are funded by the Safe Routes to School Program.***
-

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- ***Do not use this subsection on projects that are required by an environmental document, even if the project is away from the Federal-aid highway right-of-way. Example: wetland mitigation. (This type of project is linked to, or dependent upon, the Federal aid highway project.)***
- ***Use this subsection on projects that have a Functional Classification of 08 rural minor collector, 09 rural local, or 19 urban local. (Obtain the Functional Classification from the project Insurance Risk Assessment.)***
- ***Use this subsection on projects that are not located within the Federal-Aid highway right-of-way, and are not linked to, nor dependent upon, the Federal-Aid highway. Examples:***
 - ***Restoration of a historic railroad station***
 - ***Construction of an independent bike path***
 - ***A landscaping or scenic beautification project that is not on the Federal-Aid highway right-of-way and is not required because of a Federal-aid highway project***

For questions about application of this section contact the ODOT State Specifications Engineer.)

00170.65(e) Additional Requirements When Federal Funds are Involved - Replace this subsection, except for the subsection number and title, with the following:

For this Federal-Aid Project, the Contractor shall comply with 00170.65(a) through 00170.65(d) and the provisions of FHWA Form 1273, *Required Contract Provisions Federal-Aid Construction Contracts*, except Section IV of FHWA Form 1273 does not apply.

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.

(Contact Issuing Officer to provide input for insurance coverages consistent with project requirements, which will be in the contract not the Part 100's)

00170.70 Delete this section in its entirety and replace as follows:

00170.70 Insurance Coverages – See Public Improvement Contract for insurance amounts and coverages required.

00170.72 Indemnity/Hold Harmless – Add the following after the paragraph that begins with “In claims against...”:

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

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

(Note – City Project Manager may choose to add additional entities, such as outside engineering consultants, third party construction manager consultants, suppliers of Agency-furnished equipment, or Agency representatives in some cases.)

00170.85.b.2 General Warranty for Local Agency Project – Delete this section in its entirety. See Public Improvement Contract for warranty requirements.

00170.85 Responsibility for Defective Work - Add the following:

(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.

End of Section

Section 00180 – Prosecution and Progress

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

00180.05 Assignment/Delegation of Contract - Delete and replace first sentence of this paragraph as follows:

Unless the Agency gives prior written consent, which may be withheld in the City's sole discretion, 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.

00180.30 Materials, Equipment, and Work Force – Add the following above the paragraph starting with "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.

00180.31 Required Materials, Equipment, and Methods – Delete (b) and (c) and replace with the following:

00180.31(b) Substitution and "Or-Equal" Products - The Agency will not consider substitute or "or-equal" products during the bid period, but only after Contract award. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a particular manufacturer or supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal", indicating that substitution is permitted, materials or equipment of alternate manufacturers or suppliers may be accepted by the Engineer if sufficient information is provided by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent or equal to the named manufacturer's material or equipment. The proposed substitutes or "or equal" submittal procedure also applies to Equipment Manufacturers/Suppliers originally listed by the Contractor in the Bid Proposal Attachment that are not named in the specifications. Submittals are subject to the following requirements:

The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the Contractor.

The Engineer shall be the sole judge as to the type, function, and quality of any such substitute material or equipment, and the Engineer's decision shall be final.

The Engineer may require the Contractor to furnish, at the Contractor's sole expense, additional data about the proposed substitute.

The Agency may require the Contractor to furnish, at the Contractor's sole expense, a special five-year performance guarantee or other surety with respect to the substitute material or equipment.

Acceptance by the Engineer of a substitute item proposed by the Contractor shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents and the adequacy of the substitute item.

The Contractor shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the Contractor's work, the work of the Contractor's Subcontractors, and all other Contractor's; and the Contractor shall accomplish such changes without cost to the Agency or Engineer.

Procedure for review by the Engineer will include the following:

If the Contractor proposes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Engineer on the "Substitution Request Form" included in these Supplementary Conditions for acceptance thereof.

Unless otherwise provided by law or authorized in writing by the Engineer, the "Substitution Request Form" shall be submitted within the 35-day period after Award of the Contract.

Whenever a proposed substitute material or equipment has not been submitted within the said 35-day period, or whatever submission of a proposed substitute material or equipment has been judged to be unacceptable by the Engineer, the Contractor shall provide the material or equipment named in the Contract Documents.

The Contractor shall certify that the proposed substitute shall perform adequately the function and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified.

The Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute.

As applicable, no shop drawing submittals shall be made for a substitute item, nor will any substitute item be ordered, installed, or used without the Engineer's prior acceptance of the Contractor's "Substitution Request Form" (00150.40(2)), which will be evidenced by a change order.

The Contractor's Application using the "Substitution Request Form" shall contain the following statements and/or information which shall be considered by the Engineer in evaluating the proposed substitution:

The evaluation and acceptance of the proposed substitute shall not prejudice the Contractor's achievement of substantial completion on time.

Whether or not acceptance of the substitute for use in the work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.

Whether or not incorporation or use of the substitute item in connection with the work is subject to payment of any license fee or royalty

All variations of the proposed substitute for that specified shall be identified.

Available maintenance, repair and replacement costs and services shall be included. Itemized estimate of all costs that may result directly or indirectly from the acceptance of such substitute, including costs of redesign and claims from other Contractors affected by the resulting change.

Within 35 calendar days following the Contract Date, the Contractor shall furnish to the Engineer, a complete list of proposed substitutions together with shop drawings and/or such technical data as is defined in the Contract Documents, submittal procedures.

(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 after the bullet that begins with “Assembled all Materials”:

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) 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
Railways	00170.01(e)
Contract Time	00180.50(h)
Right-of-Way and Access Delays.....	00180.65
Closed Lanes.....	00220.40(e)(1)
Special Events	00220.40(e)(2)(b)
Limited Duration Road Closure	00220.40(f)
Road Closure Using Rolling Slowdown Method.....	00220.40(g)
Regulated Work Areas	00290.34(a)
Noise Control	00290.32
Maintenance Under Traffic.....	00620.43

Opening Sections to Traffic00744.51

Opening Sections to Traffic00745.51

(Use the following paragraphs when the project is within irrigation districts. Obtain information from the relevant irrigation district.)

[Begin irrigation paragraphs]

When submitting the supplemental "look ahead" Project Work schedule, the Contractor shall show all Work that impacts the (insert irrigation district name) canals and channels.

Irrigators have legal rights to use irrigation water from the canals and channels of the (insert irrigation district name) in (insert contact office location of the irrigation district for the project) .

During the irrigation season of (insert date: example April 1) through (insert date: example October 31) , the Contractor shall not restrict the flow of water or contaminate the water of the (insert irrigation district name) .

During the non-irrigation season of (insert date: example November 1) through (insert date: example May 31) , the Contractor shall allow a (insert number of days) day stock water run approximately every 30 Days. The Contractor shall contact the (insert irrigation district name) for the stock water run times.

[End irrigation paragraphs]

(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 paragraph:

(City Project Manager shall determine the type of schedule ("A," "B", or "C") from the project Scheduler. Insert the type in the blank.)

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

(For most projects, use the following subsections .41(b-2) when a Type "B" Schedule is required. For complex multidisciplinary projects use of Primavera P6 high performance scheduling software is appropriate and could be considered the industry standard scheduling software for these large/complex projects. Certain consulting and construction management firms have expertise in evaluation of various schedule submissions (in Primavera P6) and are capable of supporting the City identifying changes, and schedule characteristics (like float suppression) that should be carefully evaluated and responded to in the course of construction

administration. Consider retaining Primavera P6, as per OSS, for these complex projects.)

00180.41(b)(2) Detailed Schedule – Delete "the current version of Primavera P6 by Oracle,"

(Use the following subsections .41(c-1) .41(c-2) when a Type "C" Schedule is required.)

00180.41(c)(1) Detailed Schedule – Delete "the current version of Primavera P6 by Oracle,"

00180.41(c) (2) Detailed Schedule – Delete "the current version of Primavera P6 by Oracle,"

(Specification Sections 00150.50 and 00150.55 contemplate work of other utilities in coordination with the Work. this clause below is intended to require contractor to invite said utilities to the Preconstruction Conference and to show/incorporate their work in the schedule presented at the Preconstruction Conference.)

00180.42 Preconstruction Conference – Add the following to the end of this subsection as follows:

If Utility work is part of the Contract, Contractor shall contact representatives from the utility companies involved with this project. Contractor shall incorporate the utility's work into the Contractor's schedule prior to the preconstruction conference.

00180.50(c)(2) Calendar Day Calculation Delete and replace as follows:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day stated in the Notice to Proceed.

00180.50(d) Recording Contract time. Delete and replace as follows:

All Contract time will be recorded and charged to the nearest one-half day.

(Use one of the following .50(h) lead-in sentence options, according to the number of completion times to be used. NOTE: contract times are detailed in the Contract. Use caution in this sentence when re-stating any contract times.)

Note: 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 multiple completion times.

Note: 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 multiple completion times.)

[Begin lead-in sentence options]

[Option 1 - Use to specify one completion time.]

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

[Option 2 - Use to specify two completion times.]

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

[Option 3 - Use to specify three completion times.]

00180.50(h) Contract Time - There are three Contract Times on this Project as follows:

[End lead-in sentence Options]

(Use one or more of the following paragraphs as needed to specify one or more INTERIM completion dates. Fill in the blanks. Copy one of the paragraphs if needed for projects with two interim completion times. Delete paragraphs that do not apply. Replace "X" with a sequential number, starting with "1" for the first paragraph used.)

[Begin interim completion date options.]

(X) The Contractor shall complete all Work to be done under the Contract, except for _____, not later than_____.

(X) The Contractor shall complete all Work to be done under the Contract required to _____ not later than_____.

(X) The Contractor shall complete all Work to be done under the Contract, except for _____, before the elapse of ____Calendar Days, or not later than _____, whichever occurs first.

(X) The Contractor shall complete all Work to be done under the Contract required to _____ before the elapse of ____Calendar Days, or not later than _____, whichever occurs first.

[Example: "The Contractor shall complete all Work to be done under the Contract required to remove and replace Span 5 of Bridge No. 02025, including reinstalled end panel, final ACP wearing course, and permanent bridge rails; and reopen the Santiam Highway (US20) to two traffic lanes, before the elapse of 110 Calendar Days, or not later than July 31, 2016, whichever occurs first."]

[End interim completion date options.]

(Use ONE of the following paragraphs to specify a single completion time, or as the FINAL paragraph for projects with multiple completion times. Fill in the blanks. Delete paragraphs that do not apply. Remove parentheses. Replace "X" with a sequential number when there are multiple completion times, or delete "(X)" entirely when there is only one completion time.)

[Begin final completion date options.]

(X) The Contractor shall complete all Work to be done under the Contract, except for (seeding establishment) (and) (plant establishment), before the elapse of Calendar Days, or not later than _____, whichever occurs first.

(X) The Contractor shall complete all Work to be done under the Contract before the elapse of ____ Calendar Days, or not later than _____, whichever occurs first.

(X) The Contractor shall complete all Work to be done under the Contract, except for (seeding establishment) (and) (plant establishment), not later than _____.

(X) The Contractor shall complete all Work to be done under the Contract not later than _____.

[End final completion date options.]

00180.65 Right-of-Way and Access Delays - Add the following paragraphs:

- Temporary or Permanent easements that are the City's responsibility to obtain under the Contract Documents.

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.

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 shall not be considered as a just cause for delay. The Contractor shall be fully responsible

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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.

(City Project Manager shall prepare computation of liquidated damages for projects exceeding \$1,000,000 and have this on-file prior to bid.)

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

The Liquidated Damages per Calendar Day* are 15.0 percent of C divided by T as defined in this Section.

C = The Contractor's Bid amount for the Contract.

T = The total Calendar Days between the latest completion date or time listed under 00180.50(h) in the Solicitation Documents and the Bid Opening that will result in the greatest value for T.

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

00180.90 Termination of Contract and Substituted Performance - Delete this Section in its entirety. See Public Improvement Contract for termination provisions.

End of Section

Section 00195 – Payment

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

00195.10 Payment for Changes in Materials Costs - Delete and replace with following:
No material price escalation/de-escalation is allowed on City projects unless specifically identified and defined in the Contract Documents. All OSS clauses relating to this matter are not applicable on City projects.

(The Specifier shall delete or include as applicable to the project work. Use of escalation clauses is appropriate for certain projects, but requires subjective decision making regarding inclusion in Contract Documents. It is most appropriate for projects with “significant” quantities of oil or asphalt, and in multi-year or long duration contracts, or in periods of significant oil price volatility. It may be appropriate to contact paving contractors or asphalt suppliers prior to bid to characterize current market conditions to determine if escalation clause is warranted. City Project Manager is encouraged to consider actual quantities of asphalt binder or oil in the project, and determine sensitivity of oil prices changes to actual escalation gross value. It has difficult to make generalizations, but if effort to manage the escalation exceeds the potential value of the escalation differential, then it is not worth adding this clause.

If needing Escalation and De-escalation for oil. Add this section.)

00195.10 Payment for Changes in Materials Costs - Replace this subsection with the following subsection:

00195.10 Asphalt Cement Material Price Escalation/De-escalation - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

(a) Monthly Asphalt Cement Material Price (MACMP) - The Monthly Asphalt Cement Material Price (MACMP) will be established by the Agency each month and will be based on the published prices of PG 64-22 asphalt cement furnished by Poten & Partners, Inc. Portland, Oregon area prices will be used as the basis of the MACMP and is the sole area to be used as the basis for all asphalt cement used on the Project. Each MACMP for a given month will be the average of the published prices for that MACMP for each Friday in that month.

For information regarding the calculation of the MACMP, and for the actual MACMP, go to the Agency website at:

<https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx>

If the Agency-selected index ceases to be available for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The MACMP will apply to all asphalt cement including but not limited

to paving grade, polymer modified, and emulsified asphalts, and recycling agents. The Agency does not guarantee that asphalt cement will be available at the MACMP.

(b) Base Asphalt Cement Material Price (Base) - The base asphalt cement material price for this Project is the MACMP published on the Agency website for the month immediately preceding the Bid Opening date.

(c) Monthly Asphalt Cement Adjustment Factor - The monthly asphalt cement adjustment factor will be determined each month as follows:

- If the MACMP is within $\pm 5\%$ of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (1.05 \times \text{Base})$$

- If the MACMP is less than 95% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (0.95 \times \text{Base})$$

(d) Asphalt Cement Price Adjustment - A price adjustment will be made for the items containing asphalt cement listed below. The price adjustment as calculated in (c) above will use the MACMP for the month the asphalt is incorporated into the Project. The price adjustment will be determined by multiplying the asphalt incorporated during the month for subject Pay Items by the Adjustment Factor.

The Pay Items for which price adjustments will be made are:

Pay Item(s)

- *(List all Pay Items in which price adjustments apply. Use complete and accurate Pay Item names. Add or delete Pay Items as appropriate.)*

_____ Asphalt in _____ ACP
Emulsified Asphalt in Fog Coat
Emulsified Asphalt for Tack Coat
Asphalt in Emulsified Asphalt Chip Seal
Asphalt in Multiple Application Emulsified Asphalt Surface Treatment
Emulsified Asphalt in Mixture
Recycling Agent

[End subsection .10]

- *(Use the following lead-in paragraph and subsection .11 on projects with estimated fuel usage in excess of 25,100 gallons. The estimated fuel usage is for the major Pay Items or specific Structure Numbers that are listed for coverage under this specification.*

[Begin subsection .11]

Add the following subsection:

Delete the following Sections: 00195.12 and 00195.80

00195.20(a) Insignificant Changed Work – Delete and replace 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.

00195.50(b) Retainage: Delete the paragraph beginning : "The agency reserves..." with the following:

The amount to be retained from progress payments shall be 5% of the value of the Work accomplished.

00195.50(c) Forms of Retainage: Delete in its entirety.

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:

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.

End of Section

Section 00197 – Force Account Work

Comply with Section 00197 of the Standard Specifications modified as follows:

00197.80 Percentage Allowance - Delete table and percent columns and replace with the following:

Subsection	Percent
00197.10 Materials	15
00197.20 Equipment	15
00197.30(b) Labor	20
00197.40 Special Services	15

00197.90 Billings - Add the following paragraph to the end of the section:

To receive partial payments and the final payment for force account work, the Contractor shall submit in a manner approved by the Engineer, detailed and complete documented verification of the Contractor's and any of his/her Subcontractor's actual current cost involved in the force account work pursuant to the issuance of an approved Change Order. Costs shall be submitted within 30 days after the work has been performed.

No payment will be made for work billed and submitted to the City after the 30 day period has expired. No extra or additional work shall be performed by the Contractor, except in an emergency endangering life or property, unless included in a written Change Order.

End of Section

Section 00199 – Disagreements, Protests and Claims

Comply with Section 00199 of the Standard Specifications 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 – Replace the paragraph that begins “The Engineer may determine....” With

The Engineer may determine to skip the Step 1: Project Principal Review, in which case the claim or claims will advance to Step 2: City of Bend Engineer Review.

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

00199.40(b) Step 1 Project Principal Review:

Add the following sentence prior to the first sentence.

The Project Principal Reviewer is the responsible Principal Engineer, Assistant City Engineer or other individual as identified by the City Engineer.

Throughout the subsection replace “Region-level reviewer” with “Principal Reviewer”.

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

00199.40(c) Step 2 City of Bend City Engineer Review:

Throughout the subsection replace “Contract Administration Engineer” with “City Engineer”..”..

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:

00199.61 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

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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