

**PROPOSAL
FOR PUBLIC IMPROVEMENTS**

**CITY OF MEDFORD PUBLIC WORKS
MEDFORD, OREGON**

JACKSON ST IMPTS AND 3RD ST VACATION

JACKSON COUNTY, OREGON

AUGUST 26, 2026

CLASS OF PROJECT CITY OF MEDFORD PROJECT M26-00144

CLASS OF WORK EARTHWORK AND DRAINAGE

BID OF _____

TABLE OF CONTENTS

Sections

Bid Statement	I
Contractor Certification of Tax Compliance	II
Special Provisions	III
Bid Schedule	IV
Signature Sheet	V
Bid Bond Form	VI
Prevailing Wage Rates Statement	VII

Appendix

First Tier Subcontractor Disclosure Form	A
Sample Contract	B
Sample Performance Bond	C
Sample Payment Bond	D

I

Bid Statement

BID STATEMENT

Mayor and City Council
Medford, Oregon

The undersigned bidder declares that he/she has examined the plan and specifications, has visited the site, and has made such investigation as is necessary to determine the character of the materials and conditions to be encountered in the work, and that if this Proposal is accepted, he/she will contract with the City of Medford, Oregon, for the construction of the proposed improvement in a form of contract herein outlined, will provide the necessary equipment, materials, tools, apparatus, and labor, as specified, and under the requirements of the Engineer at the unit prices hereinafter written.

The undersigned agrees that the work shall be completed in all respects as indicated in the Special Provisions of the Contract, and that he/she will pay as liquidated damages to the City in accordance to the Special Provisions and Standard Specifications.

UNIT PRICE BIDS

The following unit price bids are submitted with the understanding that the prices are independent of the quantities involved, and that the quantities may be increased, decreased, or eliminated by the City or the Engineer without affecting the unit price bid. The bidder understands that City may elect to exclude certain portions of the work should the City determine that it is either necessary or desirable to do so.

The bidder also understands that the City reserves the right to accept, reject, or disregard any qualification, condition, or alternate the bidder adds or attaches to this proposal and to determine if any such qualification, condition, or alternate should be included or excluded in determining the low bid.

Accompanying this proposal is a certified check on _____, or a bidder's bond with licensed corporate surety thereon, in an amount equal to ten percent (10%) of the proposal.

If this proposal shall be accepted by the City, and the undersigned shall fail to execute a satisfactory contract and bond, as stated in instructions to bidders hereto attached, within ten days (Sunday excepted) from the day of notification of acceptance, then the City may at its option, determine that the undersigned has abandoned the contract, and thereupon this proposal shall be null and void, and the certified check accompanying this proposal, (or the penal amount of the bidder's bond) shall be forfeited to and become the property of the City. Otherwise, the check and bond accompanying this proposal shall be returned to the undersigned.

The undersigned also acknowledges receipt and consideration of Addendums _____ through _____ in this bid proposal.

COMPANY _____

BY _____

TITLE _____

DATED _____, _____

II

Contractor Certification of Tax Compliance

CITY OF MEDFORD

CONTRACTOR CERTIFICATION OF TAX COMPLIANCE

Contractor certifies to the City of Medford that:

To the best of Contractor's knowledge, after due inquiry, currently and for a period of six calendar years preceding this submittal, Contractor has complied with:

(a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(b) Any tax provisions imposed by any City, County, or other political subdivision of the State of Oregon that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor.

(c) Offeror shall provide written notice to Agency within two business days of any change to the Offeror's status of tax law compliance.

Dated this ____ day of _____, 20____

Signed

Name of Contractor

Street Address

City

State

Zip

III

Special Provisions

**SPECIAL PROVISIONS
FOR PUBLIC IMPROVEMENTS**

**CITY OF MEDFORD PUBLIC WORKS
MEDFORD, OREGON**

JACKSON ST IMPTS AND 3RD ST VACATION

JACKSON COUNTY, OREGON

AUGUST 26, 2026

DESCRIPTION OF WORK

Jackson St Impts and 3rd St Vacation
Intersection of Jackson St and 3rd St
Jackson County, Oregon

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Sealed proposals addressed to the Public Works Director – Dan Worth, City of Medford, Oregon, endorsed “Jackson St Impts and 3rd St Vacation” will be received at the office of the Public Works Director, 200 S. Ivy, Medford, Oregon, 97501, until 2:00:00 p.m. local time on August 26, 2026, and thereafter will be opened, read and referred to the City Council for approval.

The address for in-person delivery or mailing is City of Medford Public Works, 200 S. Ivy, Medford, Oregon, 97501

Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 2:00:00 p.m. on the day of Bid Closing.

COMPLETION TIME LIMIT

See Subsection 00180.50(h).

CLASS OF PROJECT

This is a City of Medford Project.

CLASS OF WORK

The Class of Work for this Project is: Earthwork and Drainage.

PROJECT INFORMATION

Information pertaining to this Project may be obtained from the following:

Dennis Hart P.E., Design Section Manager, City of Medford, 200 S. Ivy Street, Medford, Oregon 97501; Phone 541-774-2127, Email: dennis.hart@cityofmedford.org

TABLE OF CONTENTS FOR SPECIAL PROVISIONS

PROJECT WAGE RATES

WORK TO BE DONE.....	2
SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS	3
SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES.....	4
SECTION 00130 - AWARD AND EXECUTION OF CONTRACT	10
SECTION 00140 - SCOPE OF WORK.....	12
SECTION 00150 - CONTROL OF WORK.....	12
SECTION 00160 - SOURCE OF MATERIALS	16
SECTION 00165 - QUALITY OF MATERIALS	16
SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES	16
SECTION 00180 - PROSECUTION AND PROGRESS.....	23
SECTION 00190 - MEASUREMENT OF PAY QUANTITIES	29
SECTION 00195 - PAYMENT	29
SECTION 00196 - PAYMENT FOR EXTRA WORK.....	31
SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK.....	32
SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS.....	32
SECTION 00210 - MOBILIZATION	33
SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC	33
SECTION 00225 - WORK ZONE TRAFFIC CONTROL	34
SECTION 00280 - EROSION AND SEDIMENT CONTROL.....	35
SECTION 00290 - ENVIRONMENTAL PROTECTION	38
SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS	39
SECTION 00320 - CLEARING AND GRUBBING.....	39
SECTION 00330 - EARTHWORK.....	39
SECTION 00350 - GEOSYNTHETIC INSTALLATION	40
SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL	41
SECTION 00440 - COMMERCIAL GRADE CONCRETE.....	42
SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS	43
SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE	43
SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS	44
SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES.....	45
SECTION 00495 - TRENCH RESURFACING.....	46
SECTION 00620 - COLD PLANE PAVEMENT REMOVAL	46
SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS	46
SECTION 00730 - EMULSIFIED ASPHALT TACK COAT.....	47
SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE	47
SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES	49
SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS.....	56
SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE	57
SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS.....	57
SECTION 01140 - POTABLE WATER PIPE AND FITTINGS	57
SECTION 01150 - POTABLE WATER VALVES	60

SECTION 01160 – HYDRANTS AND APPURTENANCES	61
SECTION 01170 – POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER	61
SECTION 02001 – CONCRETE	63
SECTION 02010 – PORTLAND CEMENT	63
SECTION 02040 – CHEMICAL ADMIXTURES	63
SECTION 02050 - CURING MATERIALS	63
SECTION 02320 - GEOSYNTHETICS	64
SECTION 02415 - PLASTIC PIPE	66
SECTION 02440 - JOINT MATERIALS	67
SECTION 02450 - MANHOLE AND INLET MATERIALS	68
SECTION 02470 – POTABLE WATER PIPE MATERIALS	69
SECTION 02475 – POTABLE WATER FITTING MATERIALS	69
SECTION 02480 – POTABLE WATER VALVE MATERIALS	69
SECTION 02485 – HYDRANT AND APPURTENANCE MATERIALS	69
SECTION 02490 – POTABLE WATER SERVICE CONNECTION MATERIALS, 2 INCH AND SMALLER	69
SECTION 02510 - REINFORCEMENT	69
SECTION 02630 - BASE AGGREGATES	70
SECTION 02690 - PCC AGGREGATES	70
SECTION 03020 – EROSION MATERIALS	75

BID SCHEDULE

CITY OF MEDFORD PUBLIC WORKS

SPECIAL PROVISIONS

FOR

Jackson St Impts and 3rd St Vacation
Intersection of Jackson St and 3rd St
Jackson County, Oregon

PROFESSIONAL OF RECORD CERTIFICATION(s):

Seal w/signature  Expiration Date: 06/30/2027	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for (Roadway, Pavements). Modified Special Provisions were prepared by me or under my supervision. Section 00210, 00220, 00225, 00280, 00290, 00310, 00320, 00330, 00350, 00405, 00440, 00442, 00445, 00470, 00495, 00620, 00641, 00730, 00745, 00759, 00850, 00865, 00867, 01140, 01150, 01160, 01170, 02001, 02010, 02040, 02050, 02320, 02415, 02440, 02450, 02470, 02475, 02480, 02485, 02490, 02510, 02630, 02690, 03020
Date Signed: <u>8/18/2026</u>	

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of constructing storm drain, water, street and sidewalk improvements at the intersection of Jackson St and 3rd St in the City of Medford, Oregon. The Work to be done under this Contract consists of the following:

1. Furnish, install, maintain, and remove traffic control and erosion control devices.
2. Construct Storm Drain and Potable Water improvements.
3. Grind and Place asphalt over all trenching on Jackson St and Pine St.
4. Construct Sidewalk, Driveway and Parking Lot improvement.
5. Perform additional and Incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project are the 2018 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a City of Medford Project.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

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

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

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

00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits - Replace the bullet that begins "Applicable Laws and Regulations" with the following bullet:

- **Applicable Laws and Regulations** - Where phrases such as "applicable law", "applicable laws and regulations", "applicable legal requirements" or similar phrases appear, they are to be understood as including all applicable laws, acts, regulations, administrative rules, ordinances, statutes, and orders and permits issued by a governmental or regulatory authority. The words "law" or "laws" may or may not be capitalized in such phrases.

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

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- EquipmentWatch
www.equipmentwatch.com
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

- ODOT Estimating
www.oregon.gov/ODOT/Business/Pages/Steel.aspx
- Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx
- ODOT Traffic Standards
www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx

00110.10 Abbreviations – Add the following paragraph to the end of this subsection:

PCD - Pedestrian Channelizing Device

00110.20 Definitions – Replace the sentence that begins “**Bid Booklet** – The version that can be accessed and printed...” with the following sentence:

Proposal – The bound paper version included in the solicitation documents that contain the information identified in 00120.10.

Replace the sentence that begins “**Surfacing** – The Course or Courses...” with the following sentence:

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

Add the following paragraphs to the end of this subsection:

Materially Unbalanced Bid - A Bid which generates a reasonable doubt that Award to the Bidder submitting a Mathematically Unbalanced Bid will result in the lowest ultimate cost to the Agency.

Mathematically Unbalanced Bid - A Bid containing lump sum or unit Pay Items (bid items) which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs and other indirect costs.

MWC – The Medford Water Commission, acting through its designated representative(s).

Pedestrian Accessible Route - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

Pedestrian Channelizing Device - Devices used for channelizing pedestrians along a Temporary Pedestrian Accessible Route.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

00120.00 Prequalification of Bidders - Replace the subsection with the following subsection:

00120.00 Prequalification of Bidders - All Bidders shall be prequalified with the City of Medford, as provided by law under Oregon Revised Statutes, prior to opening of bids.

Contracts will only be awarded to Bidders who, at the time of Bid Opening, are prequalified in the Class or Classes of Work specified in the Special Provisions, except that a Bidder whose prequalification has been revoked or revised as provided in ORS 279C.430(4) may also be eligible for Award under that statute if the Project was advertised prior to the revocation or revision. Bidders shall submit Bids in the same company name used on the prequalification application; provided however, if Bidder's legal name has changed since the submittal of its application for prequalification, it shall submit its Bid under its current legal name with the former name referenced by "formerly known as".

The Agency will regularly evaluate the performance of Contractors on its projects for purposes of responding to reference checks, future prequalification and determinations of responsibility.

00120.01 General Bidding Requirements - Replace the subsection with the following:

00120.01 General Bidding Requirements - Bidders shall submit Bids by paper.

00120.05 Request for Plans, Special Provisions, and Bid Booklets: Replace the subsection with the following subsection:

00120.05 Request for Plans, Special Provisions, and Bid Booklets:

(a)**Informational Plans and Special Provisions** - Informational Project Plans and Special Provisions are available, free of charge, through "BidNet Direct" at <https://www.bidnetdirect.com/oregon/medford> or requested through the City of Medford website at <http://www.cityofmedford.org>.

(b)**Bidding Plans, Special Provisions, and Proposals** - Bidders shall submit paper Bids. Bidders obtaining Plans, Special Provisions, and Proposals electronically or from City of Medford – Engineering Office must register on the City of Medford's list of "Holders of Bidding Plans". Bidders will be placed on the Holders of Bidding Plans list by registering at the City of Medford Engineering Office or by emailing a request to be placed on the list. Email requests shall be sent to:

dennis.hart@cityofmedford.org

Bids will be considered responsive only if Bidders are registered as "Holders of Bidding Plans".

Bidders must obtain Solicitation Documents either electronically or in paper form. Paper form shall be obtained from the following:

City of Medford – Engineering Office
200 S. Ivy Street
Medford, Oregon 97501
Phone – 541-774-2100

Obtain copies of the Oregon Standard Specifications for Construction from the following website:

<https://www.medfordoregon.gov/Government/Departments/Public-Works/Design-Standards>

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

“Jackson St Impts and 3rd St Vacation
Located at the Intersection of
Jackson St and 3rd St of
City of Medford
Jackson County, Oregon

00120.10 Bid Booklet - Replace the subsection with the following:

00120.10 Proposal – The Proposal may include, but is not limited to:

- Description and location of proposed Project
- Time, date, and location for opening Bids
- Project completion time
- Class of Work
- Bid Statement
- Certificate of compliance with Oregon tax laws
- Identification of applicable Special Provisions
- Bid Schedule
- Signature page
- Bid Bond Form
- Certificate of residency
- First Tier Disclosure Form
- Standard Drawings
- Sample Construction Contract
- Prevailing Wage Statement

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

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - The City of Medford reserves the right to issue Addenda or corrections to the Plans, Specifications, or Quantities. Addenda will be issued in accordance to the following:

(1) Form. Changes to bid documents shall be accomplished by addenda. The bidder shall acknowledge receipt of all addenda issued with the bid.

(2) Distribution. Addenda shall be sent to all prospective bidders listed on the City of Medford's list of "Holders of Bidding Plans". Addenda will also be posted on BidSync, City of Medford's website, and at the aforementioned Plan Centers.

(3) Timeliness. Addenda shall be issued within a reasonable time (preferably five (5) days prior to bid closing) to allow prospective bidders to consider them in preparing their bids, but in no case less than 48 hours before the bid opening. If necessary, the manager may notify prospective bidders by telegram, email, or telephone, followed by a confirming written addendum.

Bids may be rejected if opened and found by the Agency to not be based on all Addenda published by City of Medford before Bid Closing.

00120.40 (a) General: Replace this subsection with the following:

00120.40 (a) General and Bidding Considerations:

- 1) Bids shall be typed or prepared in ink and shall be signed in ink by the bidder or an authorized representative of the bidder. Only paper hardcopies of bids will be accepted, the City shall not accept electronic facsimile bids or signatures.
- (2) Bids shall be made on the bid form provided and submitted in a sealed envelope.
- (3) Alterations or erasures, if any, shall be initialed in ink by the person signing the bid.
- (4) Bids shall contain a fully executed bid package, including a certification that all the bid documents furnished to bidders by the City have been read, and shall also contain any other required documents and descriptive literature.

00120.40 (a)(2) Electronic Bids – Delete this subsection.

00120.40(b) Bidding Considerations - Replace this subsection, except for the subsection number and title, with the following:

Bidders may refer to the following Subsections for requirements that may affect bidding considerations:

Subsection	Requirements
00120.80	Reciprocal Preference for Oregon Resident Bidders
00130.80	Project Site Restrictions
00150.55	Cooperation with Other Contractors
00150.75	Protection and Maintenance of Work during Construction
00160.20(a)	Buy America
00160.20(b)	Buy Oregon
00170.07	Record Requirements
00180.20	Subcontracting Limitations
00180.21	Subcontracting
00195.00(a)	Cost of Insurance and Bonds

00195.50(a)(1) Progress Estimates
00199.30 Claims Procedure

00120.40 (c)(2) Electronic Bid Schedule Entries - Delete this subsection.

00120.40 (d) Bidder's Address and Signature Pages – Replace this subsection with the following:

00120.40 (d) Bidder's Address and Signature Pages –

The Bid must be signed by a duly authorized representative of the Bidder.

00120.40 (e) Bid Guaranty – Replace subsection with the following:

00120.40 (e) Bid Guaranty with Paper Bids – For Bids submitted by paper, the Bid guaranty shall be either a Surety bond or security in the form of a cashier's check or certified check made payable to Agency. If a Surety bond is submitted, Bidders shall use the Agency's standard Bid Bond form included within the Proposal. Bidders shall submit the bond with original signatures and the Surety's seal affixed.

Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.

Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

00120.40 (f) Disclosure of First-Tier Subcontractors –

Replace the paragraph that begins "If no subcontract subject to the above..." with the following paragraph:

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. Failure to submit a form or submission of a form that does not include the information required by ORS 279C.370 for each Subcontractor listed, specifically the name of each Subcontractor, the dollar amount of each subcontract and the category of Work that each Subcontractor will perform, will result in the rejection of the Bid. The Agency is not required to determine the accuracy or the completeness of the Subcontractor disclosure. See ORS 279C.370 and OAR 731-007-0260.

Replace the bulleted items below the paragraph that begins "The Subcontractor Disclosure Form may be submitted for a paper Bid..." with the following:

- By filing out the Subcontractor Disclosure Form included in the Proposal and submitting it together with the Bid at the time and place designated for receipt of Bids;
- By removing it from the Proposal, filling it out and submitting it separately to the City of Medford Public Works office at the address given in the Proposal.

00120.45 Submittal of Bids: Replace subsection with the following:

00120.45 Submittal of Bids:

Paper bids may be submitted by mail, parcel delivery service, or hand delivery to the office and addresses, and at the times given in the Proposal. Submit paper bids in a sealed envelope marked with the name of the Public Works Director and Project. If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the paper Bid inside the delivery or courier service's envelope. Closing time for acceptance of paper Bids is 2:00:00 p.m. local time on the day of Bid Opening.

Paper Bids submitted after the time set for receiving will not be opened or considered. The City of Medford assumes no responsibility for the receipt and return of late Bids.

00120.60 (a) Paper Bids - Replace "ODOT Procurement Office" with "City of Medford – Public Works Office"

Replace the bullet that begins "The changes are submitted in writing ..." with the following bullet:

- The changes are submitted in writing or by scanning and submitting via email transmission to the email address given in the paper Bid Booklet, signed by an individual authorized to sign the Bid.

Replace the sentence that begins "A Bidder may withdraw its paper Bid ..." with the following sentence:

A Bidder may withdraw its paper Bid after it has been delivered to the City of Medford – Public Works Office provided that:

Replace the bullet that begins "The written withdrawal request is submitter ..." with the following bullet:

- The written withdrawal request is submitted on the Bidder's letterhead, either by hand delivery or by scanning and submitting via email to the email address given in the paper Bid Booklet; and

00120.60 (b) Electronic Bids – Delete this subsection.

00120.70 Rejection of Non-responsive Bids – Replace the bullet that begins "The Bid has entries not typed or in ink, or has ..." with the following bullet:

- The Bid has entries not typed or in ink or has signatures or initials not in ink (save for changes received by email as provided by 00120.60).

Replace the 5th bullet with the following bullet:

- The Bid is submitted on documents not obtained directly from the City of Medford Public Works - Engineering Office or is submitted by a Bidder who is not registered on City of Medford's "Holders of Bidding Plans" list, as required by 00120.05.

Add the following bullets to the end of the bullet list:

- The Bidder has liquidated and delinquent debt owed to the State or any department or agency of the State.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

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

00130.00 Consideration of Bids - Replace the paragraph that begins "The Agency reserves the right to..." with the following paragraph:

The Agency reserves the right to waive minor informalities and irregularities, seek clarification of any Bid or response that, in its sole discretion, it deems necessary or advisable, and to reject any or all Bids for irregularities under 00120.70 or for good cause after finding that it is in the public interest to do so (ORS 279C.395). An example of good cause for rejection in the public interest is the Agency's determination that any of the unit Bid prices are significantly unbalanced to the Agency's potential detriment. The Agency may correct obvious clerical errors, when the correct information can be determined from the face of the documents, if it finds that the best interest of the Agency and the public will be served thereby.

00130.10 Award of Contract – Add the following paragraph after the paragraph that begins "If the Bidder is found not to have....":

In determining whether the Bidder is responsible, the Agency may also consider whether the Bidder has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State.

Replace the paragraph that begins "The Agency will provide Notice of Intent...", with the following paragraph:

The Agency will provide Notice of Intent to Award on the City of Medford website.

Add the following bullet below the sentence that begins "The Award will not be final until the later...",

- The Contract has been executed by the approving authority (Medford City Council, City Manager, Etc.)

In the paragraph that begins with "If the Agency accepts a Bid and awards...", replace the words "acceptance and" with the words "Final".

00130.15 Right to Protest Award – Replace the paragraph that begins "Adversely affected or aggrieved Bidders...", with the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the City of Medford – Public Works Department a written protest of the Agency's intent to Award within 7 working days following posting of the Notice of Intent to Award on the City of Medford website. The protest shall specify the grounds upon which it is based.

Replace the sentence that begins "The Agency is not obligated..." with the following sentence:

The Agency will not consider late protests.

00130.40 Contract Submittals – Replace the sentence that begins "Before the Agency...", with the following:

Before the Agency will execute the Contract, the successful Bidder shall furnish or comply with items (b) thru (e) as listed below.

Within ten days after award of the Contract and prior to performing any work under the Contract, the successful Bidder shall furnish item (a).

(c) Workers' Compensation – Replace this subsection, except for the subsection number and title, with the following:

To certify compliance with the workers' compensation insurance coverage required by 00170.61(a) and 00170.70(e), the successful Bidder shall complete and sign the "Certification of Workers' Compensation Coverage" form bound in the Contract booklet.

Add the following to the end of the section:

(f) License Requirements:

All Contractors and Subcontractors performing work within the City limits shall possess a valid City of Medford Business license.

00130.50(a) By the Bidder - In the paragraph that begins "The successful Bidder shall deliver...", delete the words "Performance Bond, Payment Bond".

Replace the words "ODOT Procurement Office – Construction Contracts Unit" with the words "City of Medford – Public Works Department".

Replace the words "15 Calendar Days" with "5 Calendar Days".

Add the following sentence to the end of this subsection:

The successful Bidder shall deliver the properly executed Performance Bond and Payment Bond to the City of Medford – Public Works Department within 10 days of the Agency's execution of the contract.

00130.50(b) By the Agency - Replace the sentence that begins "Within 7 Calendar Days...", with the following sentence:

After the Agency has received and verified the properly executed documents specified in 00130.50(a), and received legal sufficiency approval from the City Attorney, the Agency will execute the Contract.

00130.90 Notice to Proceed – In the sentence that begins "Notice to Proceed...", replace "5" with "15".

In the sentence that begins "Should the Agency fail...", replace "5" with "15".

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

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

00150.30 Delivery of Notices - Add the following to the end of this subsection:

For purposes of this subsection, the time zone is the Pacific Time Zone, and both Pacific Standard Time (PST) and Pacific Daylight Savings Time (PDT) are applicable, as observed by the State of Oregon to determine time of receipt of notices and other documents. For purposes of this subsection, non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020.

Claims must be submitted on paper documents according to Section 00199.

00150.35(c)(2) Electronic Submittal - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall submit electronic Working Drawings as required in 00170.08. The Contractor shall submit 3D Construction Model data in LandXML format or as directed by the Engineer.

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

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

00150.50(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;
- Hold a Utility scheduling meeting and monthly Utility coordination meetings (see also 00180.42)
- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(3)(c);
- Backfill any exposed Utilities as recommended and approved by the Utility representative. Obtain Utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing Utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the

Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed below. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

1. Charter / Spectrum Communications
Ryan Gallegos
2067 Commerce Dr |Medford OR, 97504
541-500-8994
2. Lumen
Lance Harvey
150 W Stewart AVE, Medford, Oregon/U.S. 97501
541-848-3426
3. Pacific Power
Neil Bastendorff
925 S. Grape St. Medford, OR 97501
458-226-5082
4. Avista Utilities
Eli Habermen
580 Business Park Dr. Medford, OR. 97504
541-690-0901
5. Hunter Communications
Micah Sinclair
4771 Industry Rd. Central Point, OR. 97502
541-414-1423
6. City of Medford Sanitary Sewer, Storm Drain, Signal, and Lighting
541-774-2600

In the event of an emergency, and in addition to the calls required by the Utilities notification system, the Contractor shall call:

- Avista Corporation 1-800-227-9187;

Energized power lines are located within the project limits, Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from Power Company and will require an On-Site safety watcher at no cost to the Contractor. Provide Engineer with a copy of the written approval of exception before beginning work.

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).

Add the following subsection:

00150.50(g) Utility Information (Anticipated Relocations):

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 and times:

Subsection	Utility	Contact Person's Name, Address, Email, and Phone Number	Estimated Completion Date
00150.50(g)(1)	Medford Water	Juston Menteeer (541) 774-2442	Concurrent with project

The Contractor shall contact the Engineer to view the approved Utility Relocation Plans.

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

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

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

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

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

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

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

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

00165.10(a) Field-Tested Materials - Replace the sentence that begins "Field-tested Materials will be..." with the following sentence:

This project requires Contractor Quality Control Type D testing. Except as amended below, Field-tested Materials will be accepted according to the MFTP.

Aggregate Base Placement Testing:

- a) Compaction Deflection testing : 1 pass per lane
- b) Nuclear Gauge: 1 test per 150 foot per lane

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.00 General - Add the following to the end of this subsection:

It is the Agency's intention to make all payments due under the Contract if funds are legally available for such purpose. The Agency reasonably believes that at the time of entering into the Contract sufficient funds are available and authorized for expenditure to finance the cost of the Contract within the Agency's appropriation or limitation, or other funding sources. Agency's payment of amounts under the Contract is contingent on the Agency receiving adequate appropriations, limitations or other expenditure authority or funds to allow the Agency to continue to make payments under the Contract. In the event the Agency becomes aware that sufficient funds are not available and authorized, the Agency will provide prompt written notice to the Contractor, and the Agency may terminate the Contract as provided in 00180.90(c).

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

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

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

- ORS 646.725; or

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

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

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

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

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

00170.07(d) Public Records Requests - Replace the paragraph that begins " If records provided under this section..." with the following paragraph:

If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.345(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.311 through ORS 192.478, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

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

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

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

As required by ORS 279C.520, the Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's

membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this provision constitutes a material element of the Contract and failure to comply constitutes a material breach that entitles the Agency to exercise any remedies available under the Contract, including, but not limited to, termination for default.

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

00170.65(b)(4) Owner/Operator Data – Replace the bullet that begins "Motor Carrier plate number" with the following bullet:

- Motor Carrier account number;

00170.70 Insurance - Replace this subsection with the following:

00170.70 Insurance:

(a) Insurance Coverages -

Contractor - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and all warranty periods that apply.

Subcontracting - If the Contractor specifies prior to the execution of the Contract that a Subcontractor will satisfy an insurance requirement, that is permitted to be satisfied by a Subcontractor, the Contractor shall obtain Agency approval of Subcontractor and Subcontractor's insurance coverage(s), as required by 00180.21, prior to commencement of Subcontracted work. After the Contractor receives Agency approval of the Subcontractor, the Contractor may contractually obligate the Subcontractor to obtain and maintain, at the Subcontractor's expense or at the Contractor's expense, the insurance permitted.

The Contractor shall require that all Subcontractors carry insurance coverage that the Contractor deems appropriate based on the risks of the subcontracted work. The Contractor shall obtain proof of the required insurance coverages, as applicable, from any Subcontractor providing Services related to the Contract.

Neither the insurance provided by Subcontractor(s) nor any agreements Contractor or Subcontractor(s) may enter into shall place any limitation on the liability or indemnification obligations of the Contractor under applicable law or the Contract.

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the

Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

- **Commercial General Liability** - The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor's liability for bodily injury and property damage. This insurance shall include personal and advertising injury liability, products and completed operations coverage, and contractual liability coverage. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. The annual aggregate limit shall not be less than the dollar amount specified in the Contract. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

When Work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

- **Commercial Automobile Liability** - The Contractor shall provide, Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

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

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

(b) Extended Reporting - If any of the required insurance is permitted to be and is on a "claims made" basis, the Contractor or Subcontractor who provided the insurance coverage, shall obtain an extended reporting period on the claims made policy or maintain the claims made policy, for a duration of at least 24 months from the date the applicable work has been completed and accepted by the Agency or the date of Final Acceptance. This extended reporting requirement shall be satisfied with documentation of one of the following:

- Extended Reporting Endorsement;
- Tail Coverage; or
- Maintaining the applicable continuous claims made policy with liability coverage.

The Contractor or Subcontractor shall furnish certification of this extended reporting requirement as a condition to receive Third Notice under 00150.90(b) and 00180.50(g).

(c) Excess/Umbrella Liability - A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. Excess/Umbrella coverage must be at least as broad as that provided by the underlying primary insurance policies. In addition, the limits of the underlying primary insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage provided by the Excess/Umbrella Liability policy.

(d) Additional Insured - The liability insurance coverages of 00170.70(a) shall include an Additional Insured Endorsement specifying the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents, and employees" as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Agency.

Add the following as Additional Insureds under the Contract:

- The City of Medford and its officers, agents, and employees
- State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents, and employees
- Medford City Council

(e) Workers' Compensation - All employers, including the Contractor and Subcontractor(s), if any, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage, unless such employers meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident.

The Contractor shall certify in the Contract that the Contractor is registered by the Oregon Workers' Compensation Division either as a carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others.

The Contractor shall require and verify that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any Work.

All employers, including the Contractor and Subcontractor(s), if any, exempt under ORS 656.126(2) and subject to any other state's Workers' Compensation law, shall provide Workers' Compensation Insurance coverage as required by applicable Workers' Compensation laws. The coverage shall also include Employer's Liability Insurance with limits not less than \$500,000 each accident.

If the Contractor's and Subcontractor's, if any, operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers' Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If the Contractor and Subcontractor, if any, conducts its operations in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the Workers' Compensation policy.

The Contractor shall require compliance with these requirements in all Subcontractor contracts.

(f) Notice of Cancellation or Change - The Contractor shall provide at least 30 Days' written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverages. If a Subcontractor is providing insurance to meet the contract requirements, the Contractor shall provide at least 30 Days' written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this insurance shall not affect the coverage(s) provided to the State, Agency, County, City, or other applicable political jurisdiction or to the Agency's governing body, board, or Commission and its members, and the Agency's officers, agents, and employees.

(g) Certificate(s) of Insurance - As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:

- List the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as a Certificate holder and as an endorsed Additional Insured;
- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation;

- Include a list of all policies that fall under the Excess/Umbrella Insurance if Excess or Umbrella Insurance is used to meet the minimum insurance requirement.

(h) Agency Acceptance - All insurance and insurance providers are subject to Agency acceptance. If requested by Agency, the Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required by the Contract.

(i) Insurance Requirement Review - The Contractor agrees to periodic review of insurance requirements by Agency under the Contract and to provide updated requirements as mutually agreed upon by the Contractor and Agency.

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

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

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

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

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

00170.78 Conflict of Interest - Replace the paragraph that begins " The Contractor shall also be ..." with the following paragraph:

The Contractor shall also be and remain in compliance with the Agency's Conflict of Interest Guidelines. (See 00120.40(g) and 00180.21(b).)

00170.80(c) Responsibility for Damage to Work Caused by Public Traffic - Replace the sentence that begins "The Contractor may apply for relief of responsibility..." with the following sentence:

The Contractor may apply for relief of responsibility for damage to Work caused by Public Traffic by submitting a signed Contractor's Request for Relief of Responsibility, form 734-2768, to the Engineer by mail, personal delivery, courier, scanned and submitted via email, or other agreed-upon method.

00170.89(b) Restoration of Roadway after Repair Work - Replace the paragraph that begins " The Contractor shall restore the Roadway ..." with the following paragraph:

The Contractor shall restore the Roadway to a condition at least equal to that which existed before the repair work addressed under this Subsection was performed, as directed by the Engineer, at no additional cost to the Agency.

SECTION 00180 - PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 Days after the trucking services provider for hauling Materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including, without limitation, 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a). If the trucking services are provided by an owner/operator:

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

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

00180.21(b) Submittal of Requests - Replace the paragraph that begins "The Subcontractors shall also otherwise ..." with the following paragraph:

The Subcontractors shall also otherwise be and remain in compliance with the Agency's Conflict of Interest Guidelines. (See 00170.78.)

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

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

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

- Unless otherwise approved by the City of Medford or exempted by these Special Provisions, all work on this project shall be performed between the hours of 7:00 a.m. and 6:00 p.m. local time.

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
On-Site Work	00180.40(b)
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00744.51

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

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

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

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

At least 10 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer four copies of a Project Work schedule, including a time-scaled bar chart and narrative, showing:

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

At least 10 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer four copies of a time-scaled bar chart Project Work schedule showing:

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

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

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

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

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

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

00180.42 Preconstruction Conference - Add the following to the end of this subsection:

The Contractor shall conduct a group Utilities scheduling meeting with representatives from the Utility companies involved with this Project and the Engineer before the preconstruction conference. The Contractor shall incorporate the Utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

00180.43 Commencement and Performance of Work - Replace the bulleted list with the following:

- Provide adequate Materials, Equipment, labor, and supervision to perform and complete the Work within the Contract Time or the adjusted Contract Time;
- Perform the Work as vigorously and as continuously as conditions permit, and according to a Project Work schedule that ensures completion within the Contract Time or the adjusted Contract Time;
- Not voluntarily suspend or slow down operations without prior written approval from the Engineer, and if approved submit an updated Project Work schedule according to 00180.41 that ensures completion within the Contract Time or the adjusted Contract Time; and
- Not resume suspended Work without the Engineer's written authorization.

00180.50(c) Beginning of Contract Time - Replace this subsection, except for the subsection number and title, with the following:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

00180.50(d) Recording Contract Time - Replace the paragraph that begin with "On Contracts with Calendar..." with the following paragraph:

On Contracts with Calendar Day counts, the Engineer will furnish the Contractor a weekly statement of Contract Time charges. The statement will show the number of Calendar Days counted for the preceding week and the number of Calendar Days remaining prior to the established completion date for the specified Work in 00180.50(h).

Add the following subsection:

00180.50(h) Contract Time – The Contractor shall complete all Work to be done under the Contract, except for seeding establishment, not later than November 25th, 2026.

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

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

00180.85(b) Liquidated Damages - Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$750.00 per Calendar Day *.

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

00180.85(b)(1) Single Contract Time – Delete this subsection in its entirety.

00180.85(b)(2) Multiple Contract Times – Delete this subsection in its entirety.

Add the following subsection:

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

It is impractical to determine the actual damages the Agency will sustain in the event Traffic Lanes are closed beyond the limits listed in 00220.40(e)(1). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$100 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e)(1). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

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

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

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

00180.90(b) Substituted Performance - Replace the paragraph that begins "According to the Agency's procedures..." with the following:

According to the Agency's procedures, and upon the Engineer's recommendation that sufficient cause exists, the Agency, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety at least 10 Calendar Days' written notice, may:

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

00190.20(f)(1) Scale With Automatic Printer - Replace the paragraph that begins "If more than 50 tons..." with the following:

When 2,000 tons or less of all types of Materials are received from a scale, check weighing will be at the discretion of the Engineer.

The Contractor shall make at least one check weighing on projects where more than 2,000 Tons of all types of Materials are received from a scale. If more than 50 Tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least once every ten Days on which more than 50 Tons is received or at each interval that 10,000 Tons has been weighed, whichever occurs first, or as directed by the Engineer. The check weighing frequency does not apply to total quantities less than 2,000 Tons of all types of Materials from a scale. The Contractor shall provide the Engineer with the results of the check weighing.

00190.20(f)(2) Scale Without Automatic Printer - Add the following paragraph after the paragraph that begins " If the scales require manual entry...":

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

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph to the end of this subsection:

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

SECTION 00195 - PAYMENT

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

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

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

00195.50(b) Retainage – Replace this Subsection, except for the Subsection number and title, with the following:

The Agency reserves the right in its sole discretion to not withhold retainage from progress payments or to begin withholding retainage at any time. If the Agency withholds retainage from progress payments, the amount to be retained from progress payments will be 2.5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below. If the Agency determines that satisfactory progress is not being made on the Work, the Agency may withhold up to 5% of the value of Work accomplished from subsequent progress payments. No retainage will be withheld from Work performed as

Force Account Work, escalation/de-escalation, bonuses, or other items decided by the Agency.

As provided in 00170.65(b)(3) in addition to any retainage, a withholding of 25% of amounts earned will be withheld and released according to ORS 279C.845 when the Contractor fails to file the certified statements required in ORS 279C.845, FHWA Form 1273, and 00170.65.

00195.50(c) Forms of Retainage - Replace the paragraph that begins "Forms of acceptable retainage are specified below ..." with the following paragraph:

If the Agency withholds retainage, forms of acceptable retainage are specified below in Subsections (1) through (3). Unless the Contractor requests and the Agency accepts a form of retainage under Subsections (2) or (3), the Agency will use the "Cash, Alternate A" in this Subsection. If the Agency incurs additional costs as a result of the Contractor's election to use a form of retainage other than Cash, Alternate A, the Agency may recover such costs from the Contractor by a reduction of the final payment.

00195.50(c)(1) Cash, Alternate A - Replace the paragraph that begins "The Agency will deposit the cash retainage ..." with the following two paragraphs:

Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Agency may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Agency's advance written authorization. Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

For a contract over \$500,000, if the Contractor requests that the Agency deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Agency will use the "Cash, Alternate A" in this Subsection. For a contract \$500,000 or less, if the Contractor requests that the Agency deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Agency will use an interest-bearing account (in a bank, savings bank, trust company, or savings association) as provided under ORS 279C.560(5).

00195.50(c)(2) Cash, Alternate B (Retainage Surety Bond) - Replace the paragraph that begins " Upon receipt of an approved retainage surety ..." with the following paragraph:

Upon receipt of an approved retainage surety bond, the Agency will limit the amount of cash retainage withheld to \$10,000, which will be deposited in an interest-bearing escrow account as described in (1) above. The surety bond must be in the bond form provided by the Agency. The bond must be provided by the same Surety that provides the Performance and Payment Bonds.

Replace the paragraph that begins "Amounts of retainage withheld under ..." with the following paragraph:

Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

00195.50(d) Release of Retainage - Add the following paragraph to the end of this Subsection:

The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

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

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

Replace the bullet that begins "Complied with all orders issued..." with the following two bullets:

- Complied with all orders and directives issued by the Engineer under or pursuant to the Contract;
- Corrected or cured its failure to comply with the Contract; and

Replace the paragraph that begins "Notwithstanding ORS 279C.555 or ORS 279C.570..." with the following paragraph:

Notwithstanding ORS 279C.555 or ORS 279C.570 or 00195.50(d), if a Contractor is required to file statements on the prevailing rate of wages, but fails to do so, the Agency will withhold 25% of any amount earned as required in 00170.65.

00195.50(f) Prompt Payment Policy - Replace the paragraph that begins "Payments shall be made promptly ..." with the following paragraph:

Payments shall be made promptly according to ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

00195.70(b)(3) All Other Work - Replace the sentence that begins "The Agency shall pay the Contractor at..." with the following sentence:

The Agency will pay the Contractor at the unit price for the number of Pay Item units of completed, accepted Work.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Replace Section 00199 of the Standard Specifications with the following Section 00199:

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - Replace this subsection with the following:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – The agency intends to resolve all claims at the lowest possible administrative level. The Engineer will also determine whether multiple claims should be advanced separately or together.

If the Engineer denies the claim for additional compensation or a combination of additional compensation and Contract Time, in full or in part, according to 00199.40(a), the Contractor may proceed to Litigation. The disputed claim for additional compensation or a combination of additional compensation and Contract Time may then be resolved, in full or in part, at the Litigation step of the procedure as specified in (b) of this Subsection.

If the Engineer has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at the Litigation step of the claim procedure as specified in (b) of this Subsection.

A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim hearings. For all claims, all of the actions under each step of the process shall occur before the claim can be advanced to the next higher step.

00199.40(a) Decision by the Engineer - Delete the last sentence in this Subsection that begins "If the Contractor does not accept . . .".

00199.40(b) Step 1: Region Level Review - Delete this subsection in its entirety.

00199.40(c) Step 2: Agency Level Review - Delete this subsection in its entirety.

00199.40(d) Step 3: Arbitration, Claims Review Board - Delete this subsection in its entirety:

00199.40(e) Step 4: Litigation - Replace this section with the following:

00199.40(b) Litigation:

The Contractor must follow each step in order, and exhaust all available administrative remedies before resort to litigation. Lawsuits must be properly filed in a court of competent jurisdiction within 6 months from the date of the final decision that exhausted the Contractor's available administrative remedies under this Section 00199.

The Contractor shall comply with 00170.00

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

Add the following subsection:

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

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

- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- When pipe backfill cannot be achieved by the end of a work shift and temporary plating is not in place according to 00405.46(e), provide additional temporary traffic control measures, including flagging, as required by the Engineer and at no additional cost to the Agency.
- Protect pedestrians in pole base excavation areas by placing approved covers over all pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on either side of the excavated area, facing pedestrian traffic, or place covers and barricades as directed.

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

Except as otherwise indicated in subsection 00220.40(e)(2), the following lane closure restrictions apply:

Riverside Ave may be reduced to two travel lanes during the following periods:

- Daily, Monday through Sunday, between 8:00 AM and 4:30 PM

East Jackson St and any cross streets within the project footprint may be reduced to one 10-foot travel lane during the following periods:

- Daily, Monday through Sunday, between 8:00 AM and 4:30 PM

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

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

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

Add the following subsection:

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

00225.02(a) Temporary Signs - Add the following to the end of this subsection:

For each leg of the intersection affected by the new Roundabout, install the following warning signs:

- A "Roundabout Ahead" and (W2-6) with speed rider symbol sign approximately 350 feet in advance of the intersection, shown on the Standard Drawings or as modified by the Plans.
- A "NEW TRAFFIC PATTERN AHEAD" (W23-2) sign approximately 350 feet in advance of the "Roundabout Ahead" sign. Keep the "NEW TRAFFIC PATTERN AHEAD" signs in place 30 Calendar Days after installing the "Roundabout Ahead" sign.

Add the following subsection:

00225.13(a) Tubular Markers - Add the following two paragraphs to the end of this subsection:

Use blue plastic markers for temporary business accesses only. Use orange plastic markers for all other applications of Work Zone traffic control.

Blue plastic tubular markers shall be reflectorized with at least two blue, flexible reflective bands at least 3 inches wide, securely attached no more than 2 inches from the top with no more than 6 inches but not less than 1 inch between the bands.

00225.19 Pole Base Excavation Covers - Use pole base excavation covers meeting the following requirements:

- Utility grade plywood
- 3/4-inch minimum thickness
- New or in like new condition

00225.32(b) Traffic Control Inspection Without TCS - Add the following bullet to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods.

00225.46(b) Portable Changeable Message Signs (PCMS) - Add the following bullets to the end of the bullet list:

- Type B, Mini PCMS use is limited to locations where the preconstruction posted speed is 40 mph or less.

00225.90(a)(2) Temporary Protection and Direction of Traffic – Replace the bullet that begins “Providing, Surfacing, maintaining, removing...” with the following bullet:

- Providing, Surfacing, maintaining, removing, and restoring the TPAR.

Add the following bullet to the end of the bullet list:

- Furnishing, placing, maintaining, moving, and removing pole base excavation covers.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.15(a) Check Dams - Add the following bullet to the end of the bullet list:

- **Type 6: Compost Filter Sock** - Sock material, compost, and stakes meeting the following requirements:

- **Filter Sock Material** - 8, 12, and 18 inch diameter, 5 mil thick woven tubular mesh netting consisting of continuous HDPE filament or polypropylene material with 3/8 inch openings or 100 percent biodegradable burlap or coir as shown.
- **Compost** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.
- **Stakes** - 1 1/2 by 1 1/2 inch wooden stakes that are a minimum length equal to the diameter of the sock plus 16 inches.

00280.16(a) Construction Entrances - Replace the bullet that begins "**Aggregate** - Clean, durable, open..." with the following bullet:

- **Aggregate** - Clean, durable, open graded angular aggregate sized according to the following grading requirements:

Sieve Size	Percent Passing (by weight)
6"	100
4"	60 - 90
3"	40 - 70
2"	20 - 50
1"	0 - 20
#4	0 - 2

00280.16(d) Inlet Protection - Add the following bullet to the end of the bullet list:

- **Compost Filter Sock** - Sock material and compost meeting the following requirements:
 - **Filter Sock Material** - 8, 12, and 18 inch diameter, 5 mil thick woven tubular mesh netting consisting of continuous HDPE filament or polypropylene material with 3/8 inch openings or 100 percent biodegradable burlap or coir as shown.
 - **Compost** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.

00280.16(e) Sediment Barriers - Add the following bullets to the end of the bullet list:

- **Type 8: Compost Filter Sock** - Sock material, compost and stakes meeting the following requirements:
 - **Filter Sock Material** - 8, 12, and 18 inch diameter, 5 mil thick woven tubular mesh netting consisting of continuous HDPE filament or polypropylene material with 3/8 inch openings or 100 percent biodegradable burlap or coir as shown.
 - **Compost** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.
 - **Stakes** - 1 1/2 by 1 1/2 inch wooden stakes that are a minimum length equal to the diameter of the sock plus 16 inches.

- **Type 9: Compost Filter Berm** - Commercially manufactured coarse compost material meeting the requirements of Section 03020.

When shown, add a tackifier meeting the requirements of 01030.16. Apply tackifier at the rates shown or as recommended by the manufacturer.

00280.16(i) Concrete Washout - Delete the bullet that begins "**Geotextile** - Type 2 drainage...".

00280.30 Erosion and Sediment Control Manager - In the bullet that begins "Inspect erosion control BMP...", replace the value "5/8 inch" with "1/2 inch".

00280.45(a) Check Dams - Add the following bullet to the end of the bullet list:

- **Type 6: Compost Filter Sock** - Install compost filter socks perpendicular to the water flows that are not more than 3 feet deep. Stake at intervals of 6 to 8 feet. Install stakes through the center of the filter sock and at least 1 foot into the ground with no more than 4 inches protruding above the filter sock.

00280.46(d) Inlet Protection - Add the following bullet to the end of the bullet list:

- **Type 7: Compost Filter Sock** - Install compost filter socks as shown.

00280.46(e) Sediment Barriers - Add the following bullets to the end of the bullet list:

- **Type 8: Compost Filter Sock** - Place and arrange compost filter socks as shown or directed.
- **Type 9: Compost Filter Berm** - Install compost filter berms as shown or directed.

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

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

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

00280.70 Removal - Replace the first sentence of this paragraph with the following sentence:

Within 30 days of the notification of acceptance of permanent stabilization, remove temporary erosion and sediment control devices, materials, and erosion control signing from the area.

00280.80(d) Area Basis - Replace the paragraph that begins "Area basis items..." with the following paragraph:

Area basis items will be measured on the area basis along the ground surface, and computed to the square yard or acre as appropriate.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

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

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

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

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

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

00290.32 Noise Control - Replace the first bullet with the following:

Do not perform construction within 1,000 feet of an occupied dwelling on Sundays, legal holidays, or between the hours of 6:00 p.m. and 7:00 a.m. on other days, without the approval of the Engineer.

00290.90 Payment – Add the following to the end of the Section:

When the Contract Schedule of items does not indicate payment for work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this work is required.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications

SECTION 00320 - CLEARING AND GRUBBING

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

00320.40(b)(3) Trees To Be Saved - Replace this subsection with the following subsection:

00320.40(b)(3) Vegetation and Materials to be Saved - The Engineer will designate no work zones and identify and mark trees, existing landscaping, vegetation, or other natural materials to be saved, as shown. Provide and place work zone fencing, from section 00225.12 of the QPL, around designated no work zones and critical root zones of marked trees, as directed. Do not begin construction activity or move equipment into existing landscaped or vegetated areas until the work zone fencing is in place to designate and protect no work and critical root zones.

Do not work within the no work zones or critical root zone of marked trees unless written approval is obtained from the Engineer. Be responsible for all damage to and removal of trees, landscaping, vegetation or other natural materials designated to be saved. Damage will be determined by a specialist selected by the Engineer.

00320.90 Payment - Replace the paragraph that begins "No separate or additional payment..." with the following paragraph:

No separate or additional payment will be made for work zone fencing.

SECTION 00330 - EARTHWORK

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

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

00330.16(a) Requirements – Replace the paragraph that begins "An unweathered, hard, angular..." with the following:

An unweathered, hard, angular, durable, free draining material, visibly well graded from coarse to fine with a maximum size of 4 inches.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

00330.41(e) Blasting – Delete this subsection in its entirety.

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

00330.92 Kinds of Incidental Earthwork - Add the following bullets to the end of the bullet list:

- Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).
- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the neat line limits shown on the typical sections.

00330.94 Embankment Basis Payment - Delete the paragraph that begins "Excavation of unstable...".

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications modified as follows:

00350.00 Scope - In the sentence, replace the word "geotextile" with the word "geosynthetics".

Add the following subsection:

00350.42 Subgrade Reinforcement Geogrid Installation Requirements:

(a) Placement - Prepare the surface receiving geogrid to a smooth condition to the depth shown and as follows:

- Orient the geogrid rolls parallel to the roadway centerline.
- Unroll the geogrid in the same direction the cover material will be placed. If the geogrid shifts or becomes misaligned, realign it and anchor it according to the manufacturer's recommendations.

(b) Overlaps - Overlap the geogrid a minimum of 2 feet. Overlap the geogrid in the same direction the cover material is placed with the preceding layer lapped on top of the following layer.

(c) Protection of Geogrid - Drive rubber tired equipment on the geogrid at no more than 5 mph. Drive tracked equipment on the geogrid only after placing a minimum of 6 inches of cover material on top of the geogrid. Do not turn or make sudden stops or starts on the geogrid or cover material.

During installation cover the geogrid with cover material as soon as possible. Do not leave uncovered for more than 5 Calendar Days.

(d) Repair - Repair or replace damaged or torn geogrid according to manufacturer's recommendations at no cost to the Agency.

. **00350.90 Payment** - Delete the sentence that begins "If the Engineer orders geosynthetics..."

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

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

00405.12 Bedding - Replace the bullet that begins "3/8" - 0 PCC Fine Aggregate..." with the following bullet:

- 3/8" - 0 PCC fine Aggregate conforming to 02690.30(g).

Delete the bullet that begins "A continuous cradle..."

Add the following bullet to the end of the bullet list:

- CLSM conforming to Section 00442.

Add to the end of this section:

For Potable Water Pipe and Fittings, bedding material will be 3/4"-0" aggregate.

00405.13 – Pipe Zone Material: Add to the end of this section:

For Potable Water Pipe and Fittings, pipe zone material will be 3/4"-0" aggregate.

00405.41(a) Within Paved Areas to be Preserved - Add the following to the end of this subsection:

Do not use the open excavation method for installing pipes transversely.

00405.42 Rock Excavation – Delete the paragraph that begins “If using explosives, comply with ...” in its entirety.

00405.46(a) General - Replace the paragraph that begins “Thoroughly tamp and compact all ...” with the following paragraph:

Thoroughly tamp and compact all trench backfill with machine or pneumatic operated tampers of a size and type that will obtain the required density. When fill is to the top of the pipe, compact the trench backfill in a manner to avoid damage to the installed pipe.

00405.46(b) Pipe Zone - Replace the paragraph that begins “As required under the haunches...” with the following paragraph:

As required under the haunches of pipe and in areas not accessible to mechanical tampers or to testing, compact with hand methods to ensure intimate contact between the backfill material and the pipe or Structure. Place backfill material between corrugations when the pipe product is manufactured with external corrugations. Provide thorough compaction.

00405.46(c)(2) Class A, B, C, or D Backfill - Replace the paragraph that begins “Compact the top 3 feet...” with the following paragraph:

Compact each layer of trench backfill material within the Roadway and Shoulders, and within a 2V:1H Slope line projected from each Subgrade Shoulder, to not less than 95 percent of maximum density. Compact all other trench backfill material to not less than 90 percent of maximum density.

00405.80 Measurement - Replace this subsection, except subsection number and title with the following:

Except for Rock excavation, boulder excavation, and trench foundation, no measurement of quantities will be made for Work performed under this Section.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

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

Add the following subsection:

00440.01 Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value – See 02001.02 for definition.

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

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

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

00445.01 Definitions and Descriptive Terms – Delete the definitions for **Plain** and **Steel**. Add the following Subsection:

00445.40(h) Bypass Pumping – Perform sanitary sewer and storm drain bypass pumping to direct flows around a manhole or pipeline during construction of those facilities. Bypass pumping shall conform to Section 00490.

Add the following Subsection:

00445.43(b) Concrete Pipe - Replace the paragraph that begins "Lay elliptical reinforced pipe so ..." with the following paragraph:

Lay elliptical reinforced pipe so that the top or bottom marks are not more than 5 degrees from vertical. Provide all rigid pipe entering or leaving manholes with flexible joints within 18 inches of the manhole Structure and placed on firmly compacted bedding.

00445.43(f) Polypropylene Pipe - Replace the paragraph that begins "Provide joints made with..." with the following paragraph:

Provide joints made with bell-and-spigot coupling.

00445.80(a) Pipes - Replace the first two bullets with the following:

- **Length** - The length of pipe between structures will be measured along the pipe flow line from structure to structure, including the wall thickness for each. Where

no structure exists, the length of pipe will be measured to the end of pipe manholes or end sections, whichever is applicable.

- **Depth** - The depth will be used to determine the maximum depth range and Pay Item for each pipe. The maximum depth range, to the flow line, for each pipe will be "5 feet", "10 feet", "15 feet", "20 feet", and "over 20 feet" as applicable.

The depth in excavation areas will be the maximum measured vertical distance between the pipe flow line and the surface of the original ground or Subgrade, whichever is less, or the slopes of other areas outside the Subgrade limits.

The depth in embankment areas will be the maximum measured vertical distance between the pipe flow line and the surface of the constructed embankment as determined in 00330.42(c)(6).

00445.91 Payment - Delete the sentence that begins "If the Engineer orders geosynthetics..."

Add the following bullet below the sentence, "No separate or additional payment will be made for:"

- All elbows, couplers, reducers, fittings, and other miscellaneous parts required to connect existing storm drain lines to new lines or main.
- All elbows, couplers, reducers, fittings, and other miscellaneous parts required to connect existing sanitary sewer lines to new lines or main.
- Sanitary sewer bypass pumping
- Storm drain bypass pumping

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

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

470.40 General: Add the following:

- (c) **Bypass pumping:** bypass sanitary sewer and / or storm drain flows around the pipe section or manhole being placed by plugging an existing upstream manhole and pumping the flow around the Work to a downstream manhole. Obtain an approved bypass pumping plan from City of Medford Public Works Dept. at least 48 hours before beginning bypass pumping. Use a pump with adequate capacity to handle flow rates provided withing the plans and additional flow due to rain. Pumps shall not exceed a noise level of 86 dB at a distance of 50 feet. Unless authorized, do not operate bypass pumps at night. Do not discharge raw sewage onto private property or city streets, or into storm drain systems.

00470.41(b)(1) Sanitary Manholes - Replace the first sentence with the following:

"Use preformed plastic, rubber gaskets, or bituminous mastic material on joints. Non-shrink grout is allowed on extension rings above the cone."

00470.41(b)(2) Storm Manholes - Replace the first sentence with the following:

"Use preformed plastic, rubber gaskets, or bituminous mastic material on joints. Non-shrink grout is allowed on extension rings above the cone."

00470.45 Steps and Ladders - Delete this section.

00470.90 Payment – Add the following Pay Item:

Pay Item	Unit of Measurement
(I) Cleanout, 8 Inch	Each

Add the following paragraph(s) after the paragraph that begins "In item (c)...":

Item (I) includes the additional work required to construct a concrete thrust block and place a 2 foot x 2 foot x 4 inch thick reinforced concrete pad at the ground surface around the new cast iron frame and cover.

Add the following bullet to the list of bullets:

- Bypass pumping
- Adjusting manholes to finished grade

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

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

00490.10 Materials - Replace the "Precast Concrete Sections" line with the following line:

Precast Concrete Sections..... 02450

Replace the "Metal Frames, Covers, Grates, and Ladders" line with the following line:

Metal Frames, Covers, Grates, and Steps 02450.30

00490.46(a) Metal Steps and Ladders - Replace the title of this subsection with "**Metal Steps**"

Replace the paragraph that begins " If existing manholes or similar Structures ..." with the following paragraph:

If existing manholes or similar Structures have metal steps, provide new steps in the adjusted Structure, in kind. Construct according to the Standard Drawings.

(1) Material Passing No. 200 Sieve - The amount of Materials passing the No. 200 sieve shall not exceed 15 percent by weight. Test according to AASHTO T 11.

(2) Plasticity Index - The plasticity index of the Material passing the No. 40 sieve shall not exceed 6. Test according to AASHTO T 90.

00490.90 Payment – Replace the paragraph that begins “Item (a) applies to manholes ...” with the following:

Item (a) includes all costs associated with lowering existing manholes below grade to allow for asphalt paving and then adjusting each manhole to finished grade in accordance to RD360. Lowering below paving grade is considered incidental and payment will be for each manhole adjusted to finished grade.

Add the following bullet to the list of bullets:

- Rechanneling existing manhole bases to channel larger diameter pipe connections.

SECTION 00495 - TRENCH RESURFACING

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

00495.80 Measurement - Replace the sentence that begins “The width will be the nominal....” the following:

The width will be approved and measured by the Engineer in the field prior to saw cutting for trench resurfacing.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Base aggregate shall be either $\frac{3}{4}$ "-0" or 1"-0" size.

00641.10(b) Subbase Aggregate – Replace the subsection with the following subsection:

Provide 4" – 0" Subbase Aggregate material complying with City of Medford standards.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 1 tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE

Comply with Section 00745 of the Standard Specifications modified as follows:

00745.02 Definitions –Replace the sentence that begins “**Sublot Size** - A sublot is...” with the following paragraphs:

Sublot Size - Except for compaction, a sublot is 1000 Tons. The final sublot for a JMF may be increased up to a maximum of 1,500 Tons, if the production total does not reach the random number for the sublot.

A compaction sublot is 200 Tons. The final compaction sublot for a JMF may be increased up to a maximum of 400 Tons, if the production total does not reach the random number for the sublot.

00745.10(c) Recycled Asphalt Shingles - Replace this subsection with the following:

RAS is not allowed on this project.

00745.13 Job Mix Formula Requirements - Replace the paragraph that begins “Have a CMDT prepare, sign ...” with the following paragraph:

Have a CMDT prepare, sign and submit a JMF to the Engineer for each mixture required at least 10 Calendar Days before the anticipated use in ACP, and according to the latest copy of the ODOT Contractor Mix Design Guidelines for Asphalt Concrete. If requested, submit material samples at least 10 Calendar Days before use.

00745.17(a) Within Specification Limits - Replace the sentence that begins “If all sublot sample test results ...” with the following sentence:

If all sublot sample test results are within specification limits for all constituents, including compaction, the material will be accepted and the Contract unit price will be paid for the material represented by that test.

00745.17(b)(1) Backup Within Specification - Replace the sentence that begins “If the backup sample test results ...” with the following sentence:

If the backup sample test results for all constituents are within specification, the material will be accepted and the full Contract unit price will be paid for the material represented by that test.

00745.17(b)(3) In Place Samples - Replace the paragraph that begins “If the backup sample test results ...” with the following paragraph:

If the Contractor chooses to sample the in-place material, sample from a minimum of three random locations from the area represented by the lot in question under the observation of the Engineer. If the in-place sample test results are within specification, the material will be accepted and paid for at the full Contract unit price. If the in-place sample test results are not within specification, the material will be accepted and paid for at an adjusted price according to 00745.95. The maximum CPF will be 1.0. Perform sampling and testing of in-place material at no additional cost to the Agency.

00745.47(b) Drop-Offs - Replace the bullet that begins “Construct, maintain, remove, and dispose ...” with the following bullet:

- Construct, maintain, remove, and dispose of the temporary wedge at no additional cost to the Agency. ACP for the temporary wedge will be paid for at the Contract unit price.

00745.48(a)(1) Temporary End Panel - Replace the bullet that begins “Construct, maintain, remove, and dispose ...” with the following bullet:

- Construct, maintain, remove, and dispose of the temporary wedge at no additional cost to the Agency. ACP for the temporary wedge will be paid for at the Contract unit price.

00745.49(b)(2) Random Testing - Replace the paragraph that begins “Determine the density of each subplot by averaging...” with the following paragraphs:

Correspond lots and compaction sublots with those defined in 00745.02. Provide one density test location for each compaction subplot. Notify the Engineer when rolling operations are completed in a compaction subplot and it is ready for test location identification. The Engineer will mark where the QC tests are to be performed.

Allow 30 minutes for the Engineer to locate the final test locations after completion of finish rolling and any additional time required for testing, prior to opening the travel lane to traffic. Have the CDT locate and document the test locations not identified within this time frame.

00745.70(b)(2) Multiple Course Construction - Replace this subsection, except for the subsection number and title, with the following:

Test each constructed surface (base and wearing course) with a 12-foot straightedge placed parallel and perpendicular to the centerline where directed. The Pavement surface shall not vary by more than 1/4 inch.

00745.80 Measurement - Replace this subsection except subsection number and title, with the following:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of Aggregates having a Specific Gravity of 2.65. Determine the actual bulk specific gravity for the Aggregates, recompute the quantities of ACP to be used, and inform the Agency in writing. The quantities of ACP will be adjusted accordingly with no adjustment in Contract unit prices.

When listed in the Contract Schedule of Items, extra or additional Work for approaches, driveways, walks, and other miscellaneous asphalt appurtenances will be measured according to 00749.80 through 00749.82.

If there is no separate item listed in the Contract Schedule of Items for Leveling Work, the quantities will be included in the appropriate ACP items.

00745.90 Payment –

Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for asphalt cement used in the mixture.

00745.95 Price Adjustments - Replace the MAMD Method Pay Factor (PF) with the following:

Type / Method	Maximum PF
MAMD Method.....	1.00

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

00759.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of furnishing, placing and finishing Commercial Grade Concrete curbs, concrete curb ramps with curbs, islands, traffic separators, driveways, sidewalks, monolithic curb and sidewalks, miscellaneous surfaces, and stairs and furnishing and installing metal handrail in close conformity to the lines, grades and dimensions shown or established.

The Commercial Grade Concrete items in this Section will be collectively referred to as "Structures".

Add the following subsection:

00759.01 Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

00759.02 Required Submittals – Replace this subsection with the following subsection:

00759.02 Definitions:

Pedestrian Access Routes - An area for the use of pedestrians to navigate along sidewalks, driveways, curb ramps, crossings, and pedestrian facilities.

Add the following subsection:

00759.03 Required Submittals –

(a) **ADA Certification for Contractors** - For all supervisory personnel who directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors at least 10 Calendar Days before the preplacement conference.

(b) **Curb Ramp Work Plan** - Do not begin any curb ramp Work before the plan for completing the Work has been approved. At least 21 Calendar Days before the curb ramp Work is scheduled to begin, submit a plan for accomplishing all phases of the curb ramp Work, including but not limited to the following (also see 00180.41):

- Surface preparation
- Compliance with Working Drawings and details submitted under 00759.03(c)
- Compliance with current Standard Drawings and Plans
- Waste handling and disposal

Working Drawings - At least 10 Calendar Days before the construction of a grouping of one or more curb ramp location(s), submit unstamped Working Drawings according to 00150.35. Include field verification of each ramp site, and all dimensions, slopes and grades necessary to demonstrate compliance with the Standard Drawings and Plans. Marked up Supplemental Drawings, if field verified, may be submitted as Working Drawings. Notify the Engineer of any deficiencies or noncompliance with the Standard Drawings or Plans. The Engineer will provide additional or modified Plans as needed. Do not begin Work at a curb ramp until submittals for that curb ramp have been received, reviewed, and accepted in writing by the Engineer.

After submittal of the unstamped Working Drawings, according to 00150.35 a site visit may be requested by the Contractor or Engineer. The site visit will include a review of any field markings and discuss the submitted unstamped Working Drawings. The Engineer will provide additional or modified information, as needed.

Include the following in the Working Drawings:

- Verification of elevations, slopes, grades and dimensions necessary to demonstrate compliance with the Standard Drawings and Supplemental Drawings.
- Verification of potential utility conflicts or other street furnishings that may require relocation or adjustment.
- Identification of infeasibilities or constructability issues with the Standard Drawings and Supplemental drawings.

(c) **Corrective Action Plan** - Unless otherwise approved, notify the Engineer before performing corrective action. Include TPAR necessary to complete corrective action work.

At least 21 Calendar Days before concrete Structures Work is scheduled to begin, submit a corrective action plan. The corrective action plan shall address procedures to correct deficient Structures through minor corrective action or replacement according to 00759.55(a), and include:

- List of minor corrective actions that will be used to correct deficiencies, according to 00759.50 and 00759.55.
- Procedures for performing corrective action.
- Proposed concrete grinding Equipment and method of grinding.
- Proposed concrete repair Material used for resurfacing ground concrete surfaces according to Section 02015.
- Construction activities, Equipment and staging necessary to complete corrective action Work.

The Engineer will review the corrective action plan(s) and provide a response to the Contractor within 5 Days after receiving the plan. Do not begin concrete Structure Work until the corrective action plan is approved by the Engineer.

00759.04 Preplacement Conference - Before beginning any curb ramp Work, meet with the Contractor's ODOT ADA Certified supervisory personnel and any quality control personnel if applicable, any curb ramp Subcontractors' supervisory personnel, and the Engineer at a mutually agreed upon time.

If the Contractor's personnel change, or if the Contractor proposes a significant revision to the plan for accomplishing the curb ramp Work, the Engineer may require additional preplacement conferences. If the Contractor's schedule of work identifies multiple groups of curb ramp construction, as allowed by 00180.41, additional preplacement conferences may be required for each ramp group, at a mutually agreed upon time before Work begins.

All supervisory personnel who have an active ODOT ADA Certification for Contractors and directly supervise the curb ramp Work are required to attend the preplacement conference.

00759.11 Aggregate Base - Replace this subsection, except for the subsection number and title, with the following:

Furnish Aggregate Base Materials for Base, foundation courses, Leveling courses, or bedding meeting the requirements of 00640.10 or dense graded Base Aggregate in 00641.10 as appropriate and included in the Special Provisions.

00759.12 Curb Ramp Treatment - Delete this subsection.

Add the following subsection:

00759.22 Smart Level - Use ODOT approved smart level devices to measure cross slopes and curb ramp slopes. Calibrate smart levels at the time of inspection. Use percentage mode to record all slope measurements to the nearest 10th of a percent relative to a true horizontal plane (zero).

(a) **Qualified Smart Levels** - Slopes will be measured with the use of a 24 inch SmartTool level model 92379 or model 92500, and a 6 inch SmartTool level model 92346 or 92510.

Add the following subsection:

00759.23 Concrete Resurfacing Equipment - Furnish power-operated scarifying Equipment capable of uniformly removing and preparing the existing surface to depths required. For concrete grinding operations, furnish 12 segment grinders, fine-toothed scarifying Equipment, or other approved grinding Equipment.

Add the following subsection:

00759.31 Qualifications – Use supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work. Provide onsite supervisory personnel that are ODOT ADA Certified during construction of the curb ramps.

00759.41 Earthwork - Add the following paragraph to the end of this subsection:

Remove and dispose of existing concrete sidewalks, curbs, and curb ramps that are scheduled for removal according to Section 00310.

00759.42 Foundations - Replace this subsection with the following subsection:

00759.42 Aggregate Base - Before placing concrete, prepare underlying Aggregate Base surfaces according to Section 00641.

00759.46 Concrete - Replace this subsection, except for the subsection number and title, with the following:

Construct the Structures between suitable forms or by the extrusion method. Place concrete according to the Plans, Section 00440, and this Section.

00759.48(b) Driveways, Walks, Monolithic Curbs and Sidewalks, and Surfacing - Replace this subsection, except for the subsection number and title, with the following:

Do not provide expansion joints within the curb ramp, and between separate concrete pours on the same project.

Provide expansion joints:

- Between driveways and concrete Pavement.
- Transversely in walks opposite expansion joints in adjoining curbs and elsewhere so the distance between joints does not exceed 45 feet.
- Transversely in walks at a distance of 16 feet to 8 feet from ends of walks which abut curbs.
- Around poles, posts, boxes, and other fixtures which protrude through or against the Structures.

00759.50(a) General - Replace the paragraph that begins “Install truncated domes...” with the following paragraph:

Construct tactile surface indicators according to Section 00765 to the slopes, lines, grades, and dimensions as shown or established.

00759.50(c) Driveways, Walks, and Surfacing - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown, and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 24 inch smart level will be used to measure driveway and sidewalk cross slopes on the Pedestrian Access Route.

00759.50(d) Curb Ramps - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 6 inch smart level will be used to measure curb running slope. The 6 inch smart level will be used to measure slopes on portions of the curb ramp, gutter pan, or adjacent surfaces that cannot accommodate a 24 inch smart level. All other curb ramp locations will use a 24 inch smart level to measure slopes.

00759.51 Curing - Add the following paragraph to the end of this subsection:

Do not apply curing compounds to areas designated for detectable guide strip installation.

Concrete Structures may be opened to Public Traffic before 7 Calendar Days if the concrete has reached a minimum compressive strength of 2,000 psi as verified by the rebound number determined according to ASTM C805. Test at locations as directed.

Add the following subsection:

00759.55 Correction of Deficient Structures - Unless otherwise approved, notify the Engineer before performing corrective action. Correct deficiencies at no additional cost to the Agency. Perform corrective actions as directed, according to the approved corrective action plan, and according to the following:

(a) Minor Corrective Action - Submit Equipment and procedure for minor corrective action to the Engineer for approval. Minor corrective action can be performed to correct a deficiency up to 1 square foot per panel. Corrective action exceeding 1 square foot per panel requires removal and replacement according to 00150.25. Perform minor corrective action according to the following:

(1) Concrete Grinding - Grinding to correct high area deficiencies is limited to 3/16 inch. Use equipment meeting the requirements of 00759.23. Resurface all ground concrete surfaces according to 00759.55(a)(2).

(2) Concrete Resurfacing - Resurfacing to correct low area deficiencies is limited to 3/16 inch depth. Existing concrete is to be at least 7 Days old prior to resurfacing. Resurface repair areas according to the following:

a. **Keyway** - Sawcut a keyway at the boundaries of repair areas that are not already defined by panel control joints. Sawcut shall be 1/8 inch wide and 1/4 inch deeper than the edge of the repair area. Bevel inside edge of keyway at a 45 degree angle.

b. **Surface Preparation** - Prepare limits of repair area by grinding using Equipment from 00759.23. After grinding, sandblast the surface of the repair area. Clean the surface using a low pressure washer, less than 5,000 psi.

c. **Presoak** - Presoak the repair area for a minimum of 30 minutes to saturated surface dry. Prior to resurfacing, ensure there is no ponding water on the surface.

d. **Resurface** - Provide concrete resurfacer from the QPL according to 02015.60; refer to QPL remarks to select an appropriate material based on allowable installation depths. Furnish resurfacer in a color that closely matches the color of surrounding concrete surfaces. Mask boundaries of the repair area. Use hand tools to work resurfacer into keyways and match existing grade at boundaries. Apply a light broom-finish to achieve non-slip surface.

e. **Curing and Return to Traffic** - Wet cure for a minimum of 1 hour or per the manufacturer's recommendation, whichever is more restrictive. Follow manufacturer's recommendation for return to traffic time.

(3) ACP Grinding - Taper grind to match existing Pavement with a minimum grinding width of 1 foot for each 1/4 inch of ACP removed.

(b) Acceptance of Structures - Once the corrective work or replacement has been completed, acceptance will be based on the Engineer's inspection and approval of the Structure.

00759.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

The quantities of Structures constructed under this Section will be measured according to the following:

- **Volume Basis** - Measurement will be limited to the Neat Lines of the finished Structure as shown or directed.
- **Area Basis** - Measurement will be the finished surface, limited to the Neat Lines shown or directed.

Measurement of concrete walks will include the total area of concrete walk, including the area of concrete curb ramps within the footprint of the concrete walk.

When monolithic curb and sidewalks are measured on the area basis, measurement will include the total area of monolithic curb and sidewalk, including the area of concrete curb ramps within the footprint of the monolithic curb and sidewalk.

Measurement of concrete islands will include the total area of concrete islands, including the area of concrete curb ramps within the footprint of the concrete islands.

When concrete curb ramp construction is not adjacent to concrete walk, monolithic curb and sidewalk, or concrete island Work, the area of the concrete curb ramp Work will be included in the measurement of concrete walks.

- **Length Basis** - Measurement of concrete items will be along the face of the Structure, from end to end including curb tapers or depressed lengths at driveways and ramps. Measurement of metal handrail will be along the top rail member, from center of end post to center of end post.
- **Each Basis** - Measurement will be by actual count.

Delete Pay Items (n), (o) and (p) from the Pay Item list.

Add the following after the sentence that begins "In item (a)";

Item (a) includes the curb runs constructed adjacent to the curb ramps.

Add the following after the sentence that begins "In items (e) and (f)";

Delete the paragraph that begins "In item (k), the number..."

Delete the paragraph that begins "Item (n) includes..."

Delete the paragraph that begins "Item (o) includes..."

Delete the paragraph that begins "Item (p) includes..."

Add the following paragraph before the paragraph that begins "No separate or additional payment...":

Tactile surface indicators will be paid for according to Section 00765.

Replace the paragraph that begins "No separate or additional payment will be..." with the following paragraph and bullet list:

No separate or additional payment will be made for:

- Curb ramp Working Drawings
- Curb Ramp Plan
- Preplacement conference
- Concrete form verification
- Any necessary repair or removal and replacement curb ramps
- Protection of electrical boxes
- Providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work
- Developing corrective action plans
- The additional Work required to construct a curb ramp or replace an existing curb ramp, including any corrective action.

All costs associated with protecting the freshly poured concrete and restoration of adjacent landscaping and surfacing shall be incidental to the applicable pay item.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.40 Plans - Replace the paragraph that begins "For Projects with partial striping..." with the following paragraph:

For Projects with partial striping Plans or Projects without striping Plans, document all existing striping that is not shown in the Supplemental Drawings. Submit documentation to the Engineer at least 7 Calendar Days before the loss of existing pavement markings.

00850.42 Pre-Striping Conference - Replace the paragraph that begins "Meet with the Engineer and striping..." with the following paragraph:

Meet with the Engineer and striping Subcontractor, if striping is done by a Subcontractor, at least 5 days prior to beginning striping Work to discuss methods and practices of accomplishing all required striping Work. Submit the following in writing at least 5 Calendar Days before the pre-striping conference for approval:

00850.45 Installation - Add the following bullet before the bullet that begins "Place material according to...":

- Obtain Engineer's approval before placing material.

Replace the bullet that begins "Place material according to..." with the following bullet:

- Place material according to the manufacturer's installation instructions.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 00865 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 01140 - POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications modified as follows:

Add the following subsection:

01140.30 Personnel Qualification – Personnel must be prequalified by Medford Water Commission prior to installing ductile iron water mains. Prequalification forms are available at www.medfordwater.org

Add the following subsection:

01140.40(d) Grade and Alignment Changes - Excavate potholes to locate utilities. Allow enough time between excavating potholes and pipe installation to change alignment and grade of the pipeline to avoid conflicts. Obtain approval from the Engineer before using fittings to avoid conflicts.

01140.41(f) Other Utilities – Replace this subsection, except for the subsection number and title, with the following:

Unless shown otherwise in the Plans, maintain a minimum vertical clearance of 12 inches between installed pipe and other utilities. Unless shown otherwise in the Plans, maintain a minimum horizontal clearance of 24 inches between installed pipe and other utilities. Engineer's approval and additional protection is required for any pipe installation that does not maintain the specified minimum clearances.

01140.47 Connection to Existing Mains - Replace this entire subsection with the following subsection:

01140.47 Connection to Existing Mains – MWC crews to install all connections to pressurized pipelines. Make necessary arrangements with Medford Water Commission a

minimum of 7 calendar days before connections to existing water mains. Contractor to assemble all materials, equipment, and labor necessary to assist with pipeline tie-in before starting.

(a) Notification - If the connection to the existing system involves temporary water system shutoff, notify MWC a minimum of 72 hours before the shutoff. MWC will notify residents of shutoff for all affected properties.

(b) Permission - The work to perform the connection may need to be carried out during times other than normal working hours. Do not operate any valves on the existing system.

(c) Connection Assemblies - Excavate potholes to expose existing piping at connection points before constructing the connection. If existing piping is different than shown, provide measurements of depth and a detailed sketch of existing piping configuration and alignment to the Engineer not less than two weeks before the expected construction.

(d) Uninterrupted Service - Once work is started on a connection, proceed continuously without interruption, and as rapidly as possible until completed. Schedule main shutoffs to ensure that mains do not remain shut off overnight, on Fridays, over weekends, or on holidays.

(e) Cutting Main Lines – Contractor to assist MWC with cutting existing water mains according to 01140.12. Remove the portions of pipe to provide for the installation of the required fittings at the points of connection. MWC to determine the exact length of the existing water main that is to be removed. MWC to bevel pipe ends to prevent damage to the transition coupling gasket during installation of the coupling. MWC to clean the exterior of the existing pipe end to a sound, smooth finish before installing the coupling. MWC shall install couplings.

01140.50 Filling and Flushing – Add the following before the first sentence: All filling and flushing of water facilities to be done in coordination with MWC crews.

01140.50(c) Disposal of Treated Water - Replace this subsection, except for the subsection number and title, with the following:

Dispose of treated water flushed from mains. To protect aquatic life, de-chlorinate the waste water before disposing of water into any natural drainage channel. Dispose of disinfecting solution to the satisfaction of the Engineer and local authorities. If approved by the Engineer and the sanitary sewer Utility, disposal may be made to an available sanitary sewer, provided the rate of disposal will not overload the sewer.

01140.51 Hydrostatic Testing: - Remove and replace this section, except for the subsection number and title, with the following:

(a) No testing of water mains will be done unless there is a minimum of 18 inches cover over the pipe.

(b) Coordinate pressure and leakage tests with MWC according to 00150.50(g). For all newly-laid pipe and any valved section of pipe, unless otherwise specified. MWC will

conduct the tests, will furnish gauges for the tests, and will make all taps into the pipe. Furnish all necessary assistance for conducting the test, if required, furnish the test pump, pipe connection, hoses, valves, and suitable graduated containers for measurement of water used for testing.

- (c) The tests shall be conducted after the trench has been backfilled sufficiently to prevent movement of the pipe during testing and flushing. The joints may be left exposed for inspection. Where any section of pipe is provided with concrete reaction blocking, the pressure test shall not be made until at least five (5) days have elapsed after the concrete reaction blocking is installed. If high-early cement is used for the concrete thrust blocking, the time may be cut to two (2) days instead of five (5) as previously specified.

- (d) Procedure: The pressure test shall be conducted in the following manner.

After the pipe has been backfilled or partially backfilled as specified, fill the pipe with water. Each valved section of pipe shall be slowly filled with water to replace any lost. Using a pump connected to the pipe, pressurize the pipe to the specified test pressure measured at the point of lowest elevation. Expel air before applying the specified test pressure.

Unless stated otherwise, the test pressure shall be 1½ times the normal static pressure, but not less than 150 pounds per square inch.

After achieving the test pressure, valve off the pump and hold the pressure in the line for 60 minutes, unless otherwise authorized by the Engineer. At the end of the test period, operate the pump until the test pressure is again attained. Measure the amount of water required to restore the test pressure by installing the pump suction line in a bucket, barrel, or similar device.

- (e) Leakage: Leakage shall be defined as the quantity of water necessary to restore the specified test pressure at the end of the test period. No pipe installation will be accepted until the leakage is less than the number of gallons per hour as determined by the formula following:

$$L = \frac{ND(P)^{1/2}}{7400}$$

in which:

L = allowable leakage in gallons per hour
N = number of joints in the length of pipe tested
D = nominal diameter of pipe in inches
P = average test pressure during the leakage test in pounds per square inch.

- (f) Correction of Excessive Leakage: Should any test of pipe laid disclose leakage greater than that allowed under Item (e) above, the contractor shall, at his own expense, locate and repair the defective joints or pipe until the leakage is within the specified allowance.

(g) Visible Leaks: Fix all visible leaks regardless of the results of 01140.50(e) and 01140.50(f) at no additional cost to Agency.

01140.52 Disinfecting: Replace this subsection, except for the subsection number and title, with the following:

MWC will disinfect all water facilities. Contractor to provide all disinfecting materials. Coordinate with MWC according to 00150.50(g). If initial treatment results in unsatisfactory chlorine residuals or bacteriological tests, the tests will be repeated at no additional cost to the Agency.

01140.90 Payment – In the paragraph that begins "No separate or additional payment...", add the following bullets to the end of the bullet list:

- Pipe reconnections
- Bolts, washer and nuts
- Retainer/follower glands
- Mega-Lug mechanical joint restrain
- Pipe plugs
- Disinfection tree
- Full size flush point
- Removing temporary water lines

Add the following to the end of the Section:

When the Contract Schedule of items does not indicate payment for work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this work is required.

SECTION 01150 - POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications modified as follows:

01150.10 Materials – Delete "Ball Valves" from the list of materials.

Add the following at the end of the subsection:

Copper Tubing.....	02480.60
Corporation Stop.....	02480.60
Angle Stop.....	02480.60
1" Air Valve Yoke.....	02480.60
1" Air Valve Yoke.....	02480.60
Meter Box and Lid.....	02480.60

01150.90 Payment – Add the following to the end of the Section:

When the Contract Schedule of items does not indicate payment for work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this work is required.

SECTION 01160 – HYDRANTS AND APPURTENANCES

Comply with Section 01160 of the Standard Specifications

SECTION 01170 – POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER

Comply with Section 01170 of the Standard Specifications modified as follows:

01170.10 Materials – Replace this section with the following:

Furnish Materials meeting the following requirements:

Copper Tubing.....	02490.10
Corporation Stop.....	02490.10
Angle Meter Valve.....	02490.10
Meter Yoke.....	02490.10
Meter Yoke Expansion Connection.....	02490.10
Meter Box and Lid.....	02490.10
Customer Meter Valve.....	02490.10

01170.40(b) Installation - Replace this subsection, except for the subsection number and title, with the following:

MWC shall perform all wet taps according to 00150.50(g). Contractor shall perform all dry taps.

Direct tap the corporation stop on all ductile iron lines. Use approved tapping equipment with bits and machine in good working order. Tap the corporation stop at 45 or 90 degree angles as shown on the Standard Detail for Meter Installation and Location. After the tapping operation, further tighten the corporation stop by hand and turned so that the operating keyway is pointed up.

The copper tube must be fully seated in the compression fitting. Tighten compression nut until it makes contact with the shoulder of compression fitting. Lay the copper tubing at 90-degree angles with the water line. All bends must be smooth and even. Remove any crimped copper tubing. No joints are allowed in the copper tubing between corporation stops and the angle meter valve in service line runs that are less than 100 feet. If construction occurs around the copper tube which breaks the service line, replace the whole length.

Provide staking to clearly mark the correct finished grade and location of the meter setting in accordance with MWC's Standard Detail 100A. After the copper tube and angle meter valve is placed, install the meter yoke and its appurtenances. Install the yoke level and at a 90 degree angle from the curb or sidewalk. Install the meter box and lid last. Center the box squarely over the yoke, install level, with ten (10) inches of

clearance between the top of the angle meter valve and the top of the meter box lid. Set the finished grade of the box to match the finished grade. After the project is completed and all site grading is accomplished, adjust any meter setting not at finished grade. Major adjustments of the box may require adjustment in the meter yoke, and meter valve.

Add the following subsection:

01170.43 Private Side Water Service Reconnection - Furnish the services of a licensed plumber for all work on the customer side of the water meter to reconnect private plumbing to relocated meter. Obtain plumbing permits from City of Medford or Jackson County Building and Safety Department prior to beginning this Work.

01170.50 Flushing and Disinfecting — Replace this subsection, except for the subsection number and title, with the following:

- (a) Flushing Service Lines: All tapping machines used in the system must be equipped with a flush point in order to remove metal fragments and shavings from the tap prior to installation of the corporation stop if taps are made after the line has been flushed.
- (b) After the total service is installed, flush thoroughly to remove any foreign objects from the service line.
- (c) Testing & Inspection of Services: Prior to any service line being covered by any backfill, it must be visually inspected by the Engineer and MWC. The Contractor may bury the copper service line after the inspection.

01170.51 Hydrostatic Testing - Replace this subsection, except for the subsection number and title, with the following:

- (a) After all services have been installed, the main and services are required to conform to a hydrostatic test as defined under 01140.51.
- (b) All service connection points at the main shall be left open until after the pressure test has been made and passed. Notification and duration requirements for pressure testing shall follow the schedule according to 00150.50(g). Backfill of pipe may begin upon direction from Engineer that tests have passed.

1170.90 Payment — Add the following pay item to the Pay Item list:

Pay Item	Unit of Measurement
(g) _____ Inch Water Service Connection, Dry Tap.....	Each

In item (g), the nominal pipe diameter will be inserted in the blank.

Item (g) includes excavating, dry tapping the main, laying and jointing pipe and fittings, installation of meter box, corporation stop, copper tubing, angle meter valve, meter box and lid, meter yoke, meter yoke expansion connection, customer valve and appurtenances, backfilling, testing, flushing, and disinfection.

SECTION 02001 – CONCRETE

Comply with Section 02001 of the Standard Specifications.

SECTION 02010 – PORTLAND CEMENT

Comply with Section 02010 of the Standard Specifications.

SECTION 02040 – CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications modified as follows:

02040.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish admixtures from the QPL.

SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for liquid compounds, polyethylene films, and curing blankets used to cover concrete and other surfaces to retain moisture and to cure.

02050.10 Liquid Compounds - Replace this subsection, except for the subsection number and title, with the following:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309, except that testing will be done according to ODOT TM 721.

All compounds shall be Type 1-D or Type 2, Class A or B.

Only Type 2, Class B resins will be allowed for the following concrete pavement applications:

- Plain concrete pavement repair.
- Continuously reinforced concrete pavement.
- Plain concrete pavement.
- Reinforced concrete pavement repair.

Before using liquid compounds, submit one quart samples of each lot for testing, except samples are not required for commercial grade concrete.

02050.40 Liquid Evaporation Reducer Compounds - Delete this subsection.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.10(c-1-a) Geotextiles - Replace the bullet that begins "Minimum average roll values..." with the following bullet:

- Minimum average roll values for each of the specified properties from the same production run as the delivered material.

02320.20 Geotextile Property Values - Replace Table 02320-1 through Table 02320-6 with the following tables:

Table 02320-1 Geotextile Property Values for Drainage Geotextile ^{1, 2}

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	115	250	160
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	67	40	90	56
Puncture Strength (minimum)	D 6241	lb	370	220	495	310
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec ⁻¹	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50	50	50

- ¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.
- ² Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.

Table 02320-3 Geotextile Property Values for Sediment Fence ¹

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements		
			Supported	Unsupported	
			—	Elongation ² ≥ 50%	Elongation ² ≤ 50%
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	90 90	120 100	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.05	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70
¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.					
² Measured according to ASTM D 4632.					

Table 02320-4 Geotextile Property Values for Subgrade Geotextile (Separation) ¹

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	113
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	68	41
Puncture Strength (minimum)	D 6241	lb	371	223
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50
¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.				

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.10 Corrugated Polyethylene Pipe - Replace this subsection, except for the subsection number and title, with the following:

02415.10 Corrugated Polyethylene Pipe - Furnish corrugated polyethylene pipe from the QPL and meeting the following requirements:

Corrugated polyethylene drain pipe	AASHTO M 252
Corrugated polyethylene culvert pipe	AASHTO M 294, Type S or D
Corrugated polyethylene storm sewer pipe.....	AASHTO M 294, Type S or D

The allowable nominal inside diameter of corrugated polyethylene pipe is as follows:

Corrugated polyethylene drain pipe	Up to 24"
Corrugated polyethylene culvert pipe	12" - 60"
Corrugated polyethylene storm sewer pipe.....	12" - 60"

Furnish watertight joints for corrugated polyethylene pipe from the QPL and meeting the requirements of ASTM D3212 when used for culvert or storm sewer. Furnish soil tight joints for corrugated polyethylene drain pipe.

002415.30 Steel Reinforced Polyethylene Pipe - Replace the sentence that begins "Furnish steel reinforced polyethylene pipe meeting the following..." with the following sentence:

Furnish steel reinforced polyethylene pipe from the QPL and meeting the following requirements:

In the paragraph that begins "For Steel reinforced polyethylene pipe...", replace the sentence that begins "Provide watertight joint..." with the following sentence:

Provide watertight joints from the QPL and meeting the requirements of ASTM D3212.

02415.40 Polypropylene Pipe - Replace the sentence that begins "Furnish polypropylene pipe..." with the following sentence:

Furnish polypropylene pipe and fittings from the QPL and meeting the following requirements

Replace the sentence that begins "Dual wall polypropylene pipe ..." with the following sentence:

Dual wall polypropylene pipe and fittings ASTM F2764

SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

02440.19 Steel Bridging Plate - Replace this subsection, except for the subsection number and title, with the following:

Furnish ASTM A36 steel bridging plate with a minimum thickness of 1/4 inch and a width of 8 inches, cut in lengths of 4 to 8 feet. Drill spike holes at 12 inch centers along the centerline of the plate.

02440.20 Preformed Joint Seal - Replace this subsection, except for the subsection number, with the following:

02440.20 Strip Seal - Furnish strip seals from the QPL and conforming to ASTM D5973.

Add the following subsection:

02440.22 Preformed Compression Joint Seal - Furnish preformed compression joint seals from the QPL and conforming to the requirements of AASHTO M 297.

Add the following subsection:

02440.23 Precompressed Foam Silicone Joint Seal - Furnish precompressed foam silicone joint seals from the QPL.

02440.30 Hot Poured Joint Filler - Replace this subsection with the following subsection:

02440.30 Hot Applied Joint Sealant - Furnish hot applied joint sealant from the QPL.

02440.40 Gaskets for Concrete Pipe and Precast Manhole Section Joints - Replace this subsection, except for the subsection number and title, with the following:

(a) **Preformed Flexible Joint Sealant** - Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.

(b) **Rubber Gaskets** - Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

02440.70(b) Rubber - Replace this subsection, except for the subsection number and title, with the following:

Provide rubber water stops to the dimension shown and conforming to the requirements of ASTM C923, ASTM C1478, or ASTM F2510 as appropriate for the specific structure and pipe types.

SECTION 02450 - MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

02450.00 Scope – Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for precast manhole sump sections, metal frames, covers, grates, and manhole steps.

02450.30 Metal Frames, Covers, Grates, and Ladders - Replace this subsection with the following subsection:

02450.30 Metal Frames, Covers, Grates, and Steps – Comply with the following:

Projects on State Highways		
Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 306	Class 35 B
Inlet frames and grates	M 306	Class 35 B
	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35
All Other Projects		
Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 105	Class 30 B
Inlet frames and grates	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

Inlet frames and grates that are fabricated out of steel shall be galvanized according to the appropriate requirements of Section 02530.

SECTION 02470 – POTABLE WATER PIPE MATERIALS

Comply with Section 02470 of the Standard Specifications.

SECTION 02475 – POTABLE WATER FITTING MATERIALS

Comply with Section 02475 of the Standard Specifications.

SECTION 02480 – POTABLE WATER VALVE MATERIALS

Comply with Section 02480 of the Standard Specifications.

SECTION 02485 – HYDRANT AND APPURTENANCE MATERIALS

Comply with Section 02485 of the Standard Specifications.

SECTION 02490 – POTABLE WATER SERVICE CONNECTION MATERIALS, 2 INCH AND SMALLER

Comply with Section 02490 of the Standard Specifications.

SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.10 Deformed Bar Reinforcement - Replace this subsection, except for the subsection number and title, with the following:

Furnish deformed bar reinforcement from the QPL and conforming to the requirements of ASTM A706, AASHTO M31 (ASTM A615), AASHTO M334, or ASTM A1035 . Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

02510.20 Mechanical Splices - Replace this subsection, except for the subsection number and title, with the following:

Furnish mechanical splices from the QPL. Where bars of different sizes or strengths are connected, the governing strength shall be the strength of the smaller or weaker bar.

- Type 1 Mechanical Splices - Furnish Type 1 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars. Type 1 Mechanical Splices are not allowed for column bars.

- Type 2 Mechanical Splices - Furnish Type 2 Mechanical Splices that develop at least 125 percent of the specified minimum yield strength of the reinforcing bars and 100 percent of the specified tensile strength of the reinforcing bars.
- Total slip displacement - Measure displacement after loading in tension to 30.0 ksi and relaxing to 3.0 ksi. The displacement for bars up to No. 14 shall not exceed 0.01 inches. The displacement for No. 18 bar shall not exceed 0.03 inches.

02510.25 Headed Bar Reinforcement - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class HA headed steel bar from the QPL for concrete reinforcement. The headed steel bar shall develop the specified minimum tensile strength of the reinforcing bars, according to ASTM A970. Ferrous-filler coupling sleeves and welded headed steel bars are not allowed for concrete reinforcement.

SECTION 02630 - BASE AGGREGATES

Comply with Section 02630 of the Standard Specifications modified as follows:

02630.10(a) Grading - In Table 02630-01, add the following sieve size line before the No. 10 sieve size line and add the following footnote at the end to the table:

No. 4 *	—	—	—	—	—
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* Report percent passing sieve when no grading requirements are listed

02630.10(b) Fracture of Rounded Rock - In the sentence that begins "Fracture of rounded rock...", replace "AASHTO TP 61" with "AASHTO T 335".

02630.11(b) Fracture of Rounded Rock - In the sentence that begins "Fracture of rounded rock...", replace "AASHTO TP 61" with "AASHTO T 335".

SECTION 02690 - PCC AGGREGATES

Replace Section 02690 of the Standard Specifications with the following Section 02690:

SECTION 02690 - PCC AGGREGATES

Description

02690.00 Scope - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

02690.01 Definitions:

Coating - Foreign or deleterious substances found adhering to the aggregate particles.

Detrimental Materials - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

Nominal Maximum Size Of Aggregate - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

Materials

02690.10 Materials - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

02690.11 Alternate Grading - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

02690.12 Acceptance of Aggregate - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

(a) **Aggregate Gradation** - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

(b) **Non-specification Aggregate Gradation** - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

02690.20 Coarse Aggregate:

(a) **Harmful Substances** - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	–	T 113	1.0
Material passing No. 200 sieve	–	T 11	1.0
Wood Particles	TM 225	–	0.05

(b) Soundness - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

(c) Durability - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	
Abrasion	–	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	–	30.0% Max.
Sediment Height	TM 208	–	3.0" Max.

(d) PCC Paving Aggregate - In addition to requirements above, comply with the following:

(1) Fracture - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2) Elongated Pieces - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

(e) Grading and Separation by Sizes for Prestressed Concrete - Sampling shall be according to AASHTO R 90 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

(1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

Table 02690-1

Maximum Nominal Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4

3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

(2) The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

Table 02690-2

Separated Sizes

Sieve Size 1" - No. 4 3/4"- No. 4 3/4"- 1/2" 3/4"- 3/8" 1/2"- No. 4 3/8"- No. 4
Percent Passing (by Weight)

1 1/2"	100	—	—	—	—	—
1"	90 - 100	100	100	100	—	—
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	—	—	0 - 15	—	85 - 100	—
3/8"	15 - 40	20 - 50	—	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	—	—	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

(f) **Grading and Separation by Sizes for Other Concrete** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-3

Gradation of Coarse Aggregates

Sieve Size	Combined*	Separated	Separated	Separated
	Sizes	Sizes	Sizes	Sizes
	1 1/2" - No. 4	1 1/2" - 3/4"	1" - No. 4	3/4" - 1/2"
Percent Passing (by Weight)				
2"	100	100	—	—
1 1/2"	90 - 100	90 - 100	100	—
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	—	85 - 100
1/2"	—	—	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	—	—
No. 4	0 - 5	—	0 - 10	—
No. 8	—	—	0 - 5	—
No. 200	**	**	**	**

* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

** See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

Table 02690-4
Gradation of Coarse Aggregates

Sieve Size	Separated or Combined Sizes			
	Separated Sizes 3/4" - 3/8"	Combined Sizes 3/4" - No. 4	Separated Sizes 1/2" - No. 4	Separated Sizes 3/8" - No. 8
Percent Passing (by Weight)				
1"	100	100	—	—
3/4"	90 - 100	90 - 100	100	—
1/2"	20 - 55	—	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	—	0 - 5	0 - 5	0 - 10
No. 16	—	—	—	0 - 5
No. 200	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

02690.30 Fine Aggregates:

(a) Different Sources - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

(b) Harmful Substances - The amount of harmful substances shall not exceed the following limits:

Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

(c) Soundness - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

(d) Organic Impurities - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

(e) Sand Equivalent - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

(f) Sand for Mortar - Sand for mortar shall conform to the requirements of this Section.

(g) Grading - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting

the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-5
Gradation of Fine Aggregate*

Sieve Size	Percent Passing (by Weight)
-------------------	--

3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

SECTION 03020 – EROSION MATERIALS

Comply with Section 03020 of the Standard Specifications modified as follows:

03020.90 Acceptance – Delete the bullet that begins “Quality compliance certification...”.

IV

Bid Schedule

City of Medford Street Improvement Project

Jackson St Imtps and 3rd St Vacation

M26-00144

The undersigned bidder understands that the quantities of work as shown herein are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased or decreased at the unit prices stated in the following schedule, to wit:

BID SCHEDULE

Note : Contractor must submit the attached First-Tier Subcontractor Disclosure Form within two hours of bid opening

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Total (In Figures)
1	MOBILIZATION	LS	1		
2	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1		
3	TEMPORARY SIGNS	SQFT	280		
4	TEMPORARY BARRICADES, TYPE II	EACH	5		
5	TEMPORARY BARRICADES, TYPE III	EACH	2		
6	PEDESTRIAN CHANNELIZING DEVICES	FOOT	25		
7	TEMPORARY PLASTIC DRUMS	EACH	20		
8	PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	1		
9	CONCRETE WASHOUT FACILITY	EACH	1		
10	INLET PROTECTION, TYPE 4	EACH	25		
11	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1		
12	PAVEMENT SAW CUTTING	FOOT	200		
13	CLEARING AND GRUBBING	LS	1		
14	GENERAL EXCAVATION	CUYD	200		
15	SUBGRADE GEOTEXTILE	SQYD	378		
16	8 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	101		
17	CONCRETE INLETS, TYPE 4A MODIFIED	EACH	1		
18	CATCH BASINS, 24" X 24" STEEL BASIN	EACH	2		
19	CLEANOUT, 8 INCH	EACH	1		
20	TRENCH RESURFACING	SQYD	225		

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Total (In Figures)
21	COLD PAVEMENT REMOVAL, 2 INCHES DEEP	SQYD	950		
22	AGGREGATE BASE	TON	180		
23	AGGREGATE SUBBASE	TON	255		
24	LEVEL 2, 1/2 INCH ACP	TON	68		
25	LEVEL 3, 1/2 INCH ACP	TON	154		
26	CONCRETE CURBS, CURB AND GUTTER	FOOT	160		
27	CONCRETE CURBS, STANDARD CURB	FOOT	247		
28	CONCRETE WALKS	SQFT	1,441		
29	CONCRETE DRIVEWAYS, REINFORCED	SQFT	310		
30	THERMOPLASTIC, EXTRUDED OR SPRAYED, SURFACE, NON-PROFIED	FOOT	1,828		
31	PAVEMENT LEGEND, TYPE B-HS: ARROWS	EACH	3		
32	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EACH	3		
33	4 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH CLASS E BACKFILL	FOOT	21		
34	6 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH CLASS E BACKFILL	FOOT	57		
35	8 INCH POTABLE WATER PIPE, FITTINGS AND COUPLINGS WITH CLASS E BACKFILL	FOOT	463		
36	2 INCH AIR VALVE	EACH	2		
37	HYDRANT ASSEMBLIES	EACH	2		
38	1 INCH WATER SERVICE CONNECTION PIPING	FOOT	91		
39	1 INCH WATER SERVICE CONNECTION, DRY TAP	EACH	6		
				Total	

V

Signature Sheet

By my signature below, I hereby attest to the willingness to comply with the wage provisions set forth in ORS 279.365.

By my signature below, I hereby affirm that I ☐ am ☐ am not (check the appropriate box) a "resident bidder." "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of this bid, has a business address in this state, and has stated in this bid whether the bidder is a "resident bidder."

Bidder

Contractor Name _____

Physical Address _____

Mailing Address _____

City, State, Zip _____

City, State, Zip _____

Email Address _____

Phone _____

The mailing address listed above is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

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

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 20____.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

VI

Bid Bond Form

CITY OF MEDFORD
Medford, Oregon

B I D B O N D

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, hereinafter called Principal, has submitted to the CITY OF MEDFORD, hereinafter called Oblige, a proposal for bid for the construction of:

and

WHEREAS, the process of letting said construction project for bids is attended by expenses to Oblige, which expenses will cause real damages to Oblige in the event Principal fails or refuses to enter into a contract with Oblige upon Principal's being awarded the bid for the above-described construction project; and

WHEREAS, it is in the interest of both Principal and Oblige to liquidate said damages by herein agreeing to the amount thereof in order to avoid litigation and expenses to both parties;

NOW, THEREFORE, we the Principal and _____, as Surety, bind ourselves, our heirs, executors, administrators and successors, jointly and severally, to Oblige in the compensatory sum of \$_____.

The condition which will release the liability of both Principal and Surety under this bond is that if Oblige does not accept the bid of Principal said liability shall be forever discharged. An additional condition which will release the liability of both Principal and Surety under this bond is that Oblige accept the bid of Principal and Principal shall promptly enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof. It is expressly understood that failure on the part of Principal to enter into said contract, as above-described, said failure being for the reason that Principal committed a patent error in computing his bid, making said Principal in law not bound to enter into said construction contract, shall not relieve the liability of Principal and Surety under this bond but that said Principal and Surety shall be liable hereunder.

Signed, sealed and dated this _____ day of _____, 20____.

Contractor(s) or Principal(s)

Insurance Company Name

By: _____

By: _____

VII

Prevailing Wage Rates Statement

PREVAILING WAGE RATES

FOR

PUBLIC WORKS CONTRACTS IN OREGON

Please reference the Bureau of Labor and Industries (BOLI) website, or contact them directly, for the prevailing wage rate information using the Prevailing Wage Rates for Public Works Contracts in Oregon effective July 5, 2026. All amendments pertinent to the current prevailing wage rate booklet will also apply.

The website for BOLI is <https://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>.

Appendix A

First Tier Subcontractor Disclosure Form

CITY OF MEDFORD

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: _____

BID #: _____ CLOSING: Date: _____ Time: _____

This form must be submitted at the office of the Public Works Director, 200 S. Ivy Street – Lausmann Annex at Medford City Hall, on the advertised closing date and within two working hours after the advertised closing time.

A bidder shall submit a disclosure of the first-tier subcontractors that have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

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

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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

Form submitted by (bidder name): _____

Contact name: _____ Phone no.: _____

Appendix B

Sample Contract

CONSTRUCTION CONTRACT

(Construction, Reconstruction or Major Renovation on Real Property)

THIS AGREEMENT, made and entered into in duplicate, by and between _____, a Contractor in the State of Oregon, hereinafter termed the "CONTRACTOR", and the CITY OF MEDFORD, a municipal corporation in the State of Oregon, hereinafter termed "CITY". This Contract shall be effective on the last date set forth on the signature page.

Article 1. The Work

CONTRACTOR, in consideration of the payments to be made by CITY, in the manner and at the times hereinafter provided, and of the covenants and agreements hereinafter contained, hereby agrees to furnish all materials and labor for the construction of:

JACKSON ST IMPTS AND 3RD ST VACATION

Article 2. Scope of Services

The CONTRACTOR shall furnish all necessary machinery, tools, apparatus, materials and labor and to do the said work in the most substantial and workmanlike manner according to the solicitation, general provisions, general specifications and any special provisions hereto attached, and the plans therefor on file in the office of the applicable department of the City of Medford, Oregon, and in accordance with such modifications of the same and other directions as may be made by CITY as provided for therein.

It is agreed that said plans, specifications and provisions, and the schedule of rates and prices at time of construction as set forth in the solicitation and in the said provisions and specifications are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all the sums and provisions thereof were fully inserted herein.

Article 3. Time of Performance

The services of CONTRACTOR are to commence immediately after the date of this Agreement, and shall be undertaken in such a sequence as to assure their expeditious completion in light of the purposes of this Agreement. All work covered herein, except for seeding establishment, shall be completed per Special Provisions Section 00180.50(h).

Article 4. Personnel

- A. The CONTRACTOR represents that it employs, or will employ at its own expense, all personnel required in performing the services under this Agreement.

- B. All of the services required hereunder will be performed by the CONTRACTOR or

under his direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

- C. CONTRACTOR shall be responsible to ensure that it and any subcontractors comply with all applicable Federal, State and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The applicable provisions of ORS 279B and 279C are attached hereto as Exhibit A and incorporated herein by reference.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY except: First Tier Subcontractors as listed on the First Tier Subcontractor Disclosure Form.

Article 5. Compliance with Laws and Regulations

CONTRACTOR shall at all times observe and comply with all federal and state laws and local ordinances and regulations, including but not limited to possession of a valid City of Medford business license, in any manner affecting the conduct of the work, and all such orders or decrees as exist at the present and those which may be made or enacted later by bodies or tribunals having any jurisdiction or authority over the work.

Article 6. Federal Requirements and Provisions

Notwithstanding any other provision hereof, any applicable federal laws, rules or regulations are to govern in any case where federal funds are involved and the federal laws conflict with any provision hereof.

Article 7. Compensation

The CITY shall compensate the CONTRACTOR in accordance with the Schedule of Charges and Payment Schedule set forth within the Schedule of Items, which shall include the basis for rates and charges. Compensation shall be billed monthly in accordance to the Project Standard Specifications and Special Provisions. Payment to CONTRACTOR is due upon presentation and verification of invoice to CITY and is to be made within thirty (30) days.

Article 8. Payment to Contractor and Extras

Subject to ORS 279C.570 (Progress Payments) and subject to ORS 279C.550 (Retainage), and in consideration of the faithful performance of the work herein embraced and provided for, as set forth in this contract, solicitation, general specifications and special provisions, notice to contractors, and plans which are a part thereof, in accordance with the directions of the CITY and to its satisfaction, CITY agrees to pay to CONTRACTOR the amount earned by CONTRACTOR under said contract, as provided in the general specifications and special provisions attached. All payments will be made at the times and in the manner provided in the general and special provisions

incorporated herein and in accordance with the regulations of CITY in regard to the payment of claims, which regulations provide, among other things, that all claims against CITY shall be submitted to CITY upon vouchers.

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price therefor have been authorized in writing in advance.

Article 9. Suspension of Work

CITY may suspend, in writing, all or a portion of the work under this Agreement if unforeseen circumstances beyond CITY'S control make normal progress of the work impossible. CONTRACTOR may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with the normal progress of work. CONTRACTOR may suspend work on Project in the event CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted option to terminate work on the suspended portion of Project in accordance with Article 10.

Article 10. Default

If CONTRACTOR fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workmen or equipment or with sufficient materials to insure the prompt completion of the work, or shall neglect or refuse to remove and replace materials or work that have been rejected as defective or unsuitable, or shall discontinue the prosecution of the work or if CONTRACTOR shall become insolvent or declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against CONTRACTOR unsatisfied for a period of forty-eight hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever, shall not carry on the work in an acceptable manner, CITY shall give notice in writing to CONTRACTOR and CONTRACTOR'S surety of such delay, neglect or default, and if CONTRACTOR, within a period of ten days after such notice shall not proceed in accordance therewith, then CITY in addition to the rights and remedies to which CITY may be entitled by law for the enforcement of its rights hereunder or upon breach of covenant shall have full power and authority, without violating this contract, to take the prosecution of the work out of the hands of CONTRACTOR, to appropriate or use any or all of the materials and equipment on the ground that may be suitable and acceptable and may award a contract for the completion of this contract according to the terms and provisions hereof, or use such methods as in its opinion shall be required for the completion of this contract, in an acceptable manner. All costs and charges incurred by CITY together with the costs of completing the work under the contract, shall be deducted from any money due or which shall become due said CONTRACTOR. In case the expense so incurred by CITY shall be less than the sum which would have been payable under the contract, if it had been completed by CONTRACTOR hereunder, then CONTRACTOR shall be entitled to receive the difference less any damages for delay to which CITY may be entitled, and in case such expense shall exceed the sum which would have been payable under the contract, CONTRACTOR and the surety shall be liable and agree to and shall pay CITY the amount of said excess with damages for delay of performance, if any. CONTRACTOR shall not make any disposition of the plant, machinery, tools, appliances,

supplies or materials used on or in connection with the work, whether by sale, covenants, or encumbrance, inconsistent with the provisions of this contract.

The contract may be canceled at the election of CITY for any failure or refusal on the part of CONTRACTOR to faithfully perform this contract according to its terms and conditions.

Article 11. Non-Appropriation

Notwithstanding the termination provisions and the Default section above, termination may occur for non-appropriation. Specifically, all CITY obligations to spend money under this contract are contingent upon future appropriations as part of the CITY budget process and local budget law, and the failure of the Council and Budget Committee to make the appropriation shall necessarily result in termination of this contract. As such, in the event insufficient funds are appropriated for the payments under this contract, then the CITY may terminate this contract at the end of its current fiscal year, with no further liability or penalty to the CITY. The CITY shall deliver written notice to CONTRACTOR of such termination no later than thirty (30) days from the determination by the CITY of the event of non-appropriation.

Article 12. Indemnity

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all liability, including but not limited to claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions including, but not limited to, attorneys' fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts or omissions while performing services or actions associated with this Agreement. Provided, however, that CONTRACTOR shall not be required to indemnify CITY against liability for damages arising out of death or bodily injury to persons or damage to property caused solely by the negligence of CITY.

Article 13. Insurance

CONTRACTOR shall obtain at its own expense and maintain continuously in effect during the term of this Agreement the following minimum insurance:

- (1) Commercial General Liability Insurance on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$1,000,000 per Occurrence and a General Aggregate of at least \$2,000,000. "*The City of Medford and its officers, employees and agents while acting within the scope of their duties as such*" shall be named an Additional Insured by endorsement.
- (2) Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$1,000,000.

- (3) Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by CONTRACTOR (and any subcontractor CONTRACTOR may use) for any subject workers, as well as Employers Liability Insurance with limit of at least \$500,000.

If CONTRACTOR is statutorily exempt from the requirement to provide Workers Compensation Insurance, CONTRACTOR shall complete, sign, and submit the City's form for ***Declaration of Exemption from Oregon Statutory Workers Compensation*** in lieu of Workers Compensations Insurance.

- (4) If the services provided in this agreement are architectural, engineering, design, medical, counseling, accounting, financial, audit, insurance, legal, information technology, software services, environmental consulting or remediation, or hazardous materials handling, then Professional Liability Insurance (also known as "Errors and Omissions" or "malpractice liability" insurance for professionally trained, licensed, or certified professionals) with a limit of at least \$2,000,000 shall be required. Such coverage may be on a "claims made" policy. Should the Professional Liability Insurance policy be terminated for any reason, satisfactory "tail" coverage of an extended claims reporting period of at least two (2) years shall be required and provided at the sole expense of CONTRACTOR. If services provided in this agreement are not among the type of professional services listed in this paragraph and Professional Liability Insurance does not apply, it is so indicated here: JS

CONTRACTOR shall submit to CITY certificates of insurance for all policies listed above at time of this Agreement, and at each subsequent insurance renewal for the life of this Agreement. Certificate must include Additional Insured Endorsement for General Liability Insurance. Certificates of insurance for current coverage or activated tail coverage for Professional Liability Insurance, because it is a claims-made coverage, shall continue to be submitted to CITY for two (2) years following the effective term of this Agreement. Certificate Holder (and additional insured for General Liability) shall be shown as: City of Medford, 411 West 8th Street, Medford, OR 97501.

CONTRACTOR is responsible to assure that CITY receives a required thirty (30) days written notice prior to cancellation of, material change to, exhaustion of aggregate limits of, or intent not to renew any insurance policy for coverage required in this Agreement. Ten (10) days will be accepted for cancellation due to non-payment of premium. CONTRACTOR shall itself provide the written notice in the event that its insurance companies will not or do not provide such notice. Failure to maintain proper insurance and/or provide timely notification of a change in coverage is grounds for potential immediate termination of this contract.

Notwithstanding insurance requirements stated or any modifications made thereto, in no case shall the presence or absence of any insurance coverage, or any insurance policy limit, provision, term, or condition reduce the obligations of the CONTRACTOR for liability granted generally by law or specifically in the terms of this Agreement. In no case shall CITY be responsible for any amount of CONTRACTOR self-insurance, or any retention, deductible, or coinsurance amount required by CONTRACTOR's insurance policies.

Article 14. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

Article 15. Integration

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Article 16. Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of litigation arising from this Agreement shall be in that state. Any litigation arising from this Agreement shall commence in Jackson County, Oregon.

Article 17. Performance and Payment Bond

CONTRACTOR shall, within ten days after award of the contract and prior to doing any work under this contract, furnish to CITY, in a form and with a surety thereon satisfactory to the CITY:

- (1) A performance bond in an amount equal to the full contract price conditioned upon the faithful performance of this contract upon the part of CONTRACTOR in accordance with the plans, specifications, and conditions of this contract, and also complying with the provisions of ORS 279C.380(1)(a) and any other laws of the State of Oregon relating to faithful performance bonds for construction of public works.
- (2) Pursuant to ORS 279C.380(1)(b), a payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this contract to be

executed for and on their behalf by their duly authorized officer(s) on the day and year last below written.

CITY OF MEDFORD, OREGON

By _____

Title _____

Date _____

Signed by the Contractor
in my presence as:
WITNESS:

CONTRACTOR

By _____

Title _____

Date _____

EXHIBIT A
OREGON STATUTORY PUBLIC CONTRACT PROVISIONS

THE FOLLOWING PROVISIONS PERTAIN TO
PUBLIC PROCUREMENTS
(OTHER THAN PUBLIC IMPROVEMENTS)

ORS 279B.220

CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING

CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or SUBCONTRACTOR incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against CITY on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ORS 279B.225

CONDITION CONCERNING SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL

CONTRACTOR shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279B.230

CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

- (1) CONTRACTOR shall promptly as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all monies and sums which CONTRACTOR collected or deducted from the wages of employees, under any law, contract or agreement, for the purpose of providing or paying for the services.
- (2) All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ORS 279B.235

CONDITION CONCERNING HOURS OF LABOR

- (1) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - (a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - (b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- (2) Employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (3) In the case of contracts for personal services as described in ORS 279A.055, the employee shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (4) Does not apply.
- (5)(a) Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
 - (b) Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

THE FOLLOWING PROVISIONS PERTAIN TO PUBLIC IMPROVEMENTS:

ORS 279C.505

CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING AND DRUG TESTING

- (1) CONTRACTOR shall:
 - (a) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or SUBCONTRACTOR incurred in the performance of this contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against CITY on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (2) CONTRACTOR shall demonstrate that an employee drug-testing program is in place.

ORS 279C.510

DEMOLITION CONTRACTS TO REQUIRE MATERIAL SALVAGE; LAWN AND LANDSCAPE MAINTENANCE CONTRACTS TO REQUIRE COMPOSTING OR MULCHING

- (1) If a contract for demolition, CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost effective.
- (2) If a contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

ORS 279C.515

CONDITIONS CONCERNING PAYMENT OF CLAIMS BY PUBLIC OFFICERS, PAYMENT TO PERSONS FURNISHING LABOR OR MATERIALS AND COMPLAINTS

- (1) If CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to CONTRACTOR or a SUBCONTRACTOR in connection with the public improvement contract as such claim becomes due, the proper officer that represents CITY may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of such contract.
- (2) If the CONTRACTOR or a first-tier SUBCONTRACTOR fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier SUBCONTRACTOR owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- (3) If CONTRACTOR or a SUBCONTRACTOR fails, neglects or refuses pay to a person that provides labor or materials in connection with the public improvement contract, the person may file a

complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- (4) Paying a claim in the manner authorized in this section shall not relieve CONTRACTOR or CONTRACTOR's surety from obligation with respect to any unpaid claims.

ORS 279C.520

CONDITION CONCERNING HOURS OF LABOR

- (1)(a) No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services defined in ORS 279C.100, the employee shall be paid at least time and a half pay:
 - (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - (b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- (2) CONTRACTOR shall give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (3) CONTRACTOR shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (4) CONTRACTOR may not prohibit any of their employees from discussing employees' rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- (5) Persons employed under contracts for personal services as described in ORS 279A.055 shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (6) Does not apply.
- (7)(a) Persons employed under public contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in any one week, whichever is greater.

(b) CONTRACTOR shall give notice in writing to employees who work on a public contract for services, either at the time of hire or before commencement of work on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

ORS 279C.530

CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

- (1) CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (2) All subject employers working under this contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126.

ORS 279C.580

CONTRACTOR'S RELATIONS WITH SUBCONTRACTORS

- (1) The CONTRACTOR is required to provide a first-tier SUBCONTRACTOR with a standard form that the first-tier SUBCONTRACTOR may use as an application for payment or as another method by which the SUBCONTRACTOR may claim a payment due from the contractor.
- (2) The CONTRACTOR, except as other provided in this paragraph, is required to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A CONTRACTOR may change the form or the regular administrative procedures the CONTRACTOR uses for processing payments if the CONTRACTOR:
 - (a) Notifies the SUBCONTRACTOR in writing at least 45 days before the date on which the CONTRACTOR makes the change; and
 - (b) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedures.

ORS 279C.825

FEES, RULES

At the time of execution of a contract subject to ORS 279C.800 to 279C.870, the CITY shall pay to the Commissioner of the Bureau of Labor and Industries a fee of 0.1 percent of the contract price. However, in no event may a fee be less than \$250 or more than \$7,500. The fee shall be payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address: Bureau of Labor and Industries, Wage and Hour Division, Prevailing Wage Unit, 800 N.E. Oregon Street, #32, Portland, OR 97232.

ORS 279C.830

PROVISIONS CONCERNING PREVAILING RATE OF WAGE IN SPECIFICATIONS, CONTRACTS AND SUBCONTRACTS; APPLICABILITY OF PREVAILING WAGE; FEE; BOND

(1) If the contract is a "Public Works" and the contract price exceeds \$50,000:

(1)(a) Except as provided in paragraph (e) of this subsection, contracts for public works shall state the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq) that must be paid to workers in each trade or occupation that the CONTRACTOR or SUBCONTRACTOR or other person who is a party to the contract uses in performing all or part of the contract.

State rates may be found at www.oregon.gov/boli/WHD/PWR/Pages/index.aspx.

Federal rates may be obtained at www.wdol.gov/.

(b) When state and federal prevailing rates of wage are contained in the specifications, the CONTRACTOR is required to pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works.

(c) Workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

(d) If a public works project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, workers on the public works must be paid not less than the higher of the applicable state or federal prevailing rate of wage.

(e) A public works project described in ORS 279C.800(6)(a)(B) or (C) is subject to the existing state prevailing rate of wage or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that is in effect at the time CITY enters into an agreement with CONTRACTOR for the project. After that time, the specifications for a contract for the public works must include the applicable prevailing rate of wage.

(2) CONTRACTOR and every SUBCONTRACTOR must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).

(3) In the event the initial contract is less than \$50,000, and through the course of the project the total contract amount is extended above \$50,000, CONTRACTOR is responsible for paying and certifying payment of prevailing wages. CONTRACTOR is required to file amended wage statements if prevailing wages were not originally paid.

Appendix C

Sample Performance Bond

(SEE PROJECT FILE FOR PERFORMANCE BOND)

CITY OF MEDFORD

Medford, Oregon

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
as Principal, and _____
as surety, are jointly and severally held and bound unto the City of Medford, Oregon in the sum of _____

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns and/or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas said Principal herein has made and entered into a certain contract, a copy of which is hereto annexed, with the City of Medford, Oregon, which contract, together with the plans, specifications, standard specifications, and special provisions, is hereby made a part hereof, whereby the said Principal agrees to perform said contract in accordance with all the terms, conditions, requirements and specifications set out or incorporated therein.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract upon the terms set forth, and within the time prescribed therein, or as extended as provided in the contract, and shall indemnify and save harmless the City of Medford, Oregon, its officers and agents, against any direct or indirect damages that shall be suffered or claimed, or against any claims for injuries to persons or property arising during the construction of said work before the same is accepted; and shall promptly pay all laborers, mechanics, subcontractors and materialmen; and shall promptly make payments to all persons supplying to the contractor or contractors or subcontractors, labor or materials for the prosecution of the work or any part thereof provided in said contract and shall pay all contributions or amounts due the State Industrial Accident Fund or the State Unemployment Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and shall pay all other just debts, dues and demands incurred in the performance of the work and shall pay the City of Medford such damages as may accrue to the City of Medford under said contract, or on breach thereof, and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 20____.

Principal

By: _____
Its Attorney-in-Fact

Appendix D

Sample Payment Bond

CITY OF MEDFORD
Medford, Oregon
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
as Principal, and _____
as surety, are jointly and severally held and bound unto the City of Medford, Oregon in the sum of

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns and/or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas said Principal herein has made and entered into a certain contract, a copy of which is hereto annexed, with the City of Medford, Oregon, which contract, together with the plans, specifications, standard specifications, and special provisions, is hereby made a part hereof, whereby the said Principal agrees to perform said contract in accordance with all the terms, conditions, requirements and specifications set out or incorporated therein.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract upon the terms set forth, and within the time prescribed therein, or as extended as provided in the contract, and shall indemnify and save harmless the City of Medford, Oregon, its officers and agents, against any direct or indirect damages that shall be suffered or claimed, or against any claims for injuries to persons or property arising during the construction of said work before the same is accepted; and shall promptly pay all laborers, mechanics, subcontractors and materialmen; and shall promptly make payments to all persons supplying to the contractor or contractors or subcontractors, labor or materials for the prosecution of the work or any part thereof provided in said contract and shall pay all contributions or amounts due the State Industrial Accident Fund or the State Unemployment Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and shall pay all other just debts, dues and demands incurred in the performance of the work and shall pay the City of Medford such damages as may accrue to the City of Medford under said contract, or on breach thereof, and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 20__.

Principal

By: _____
Its Attorney-in-Fact

