

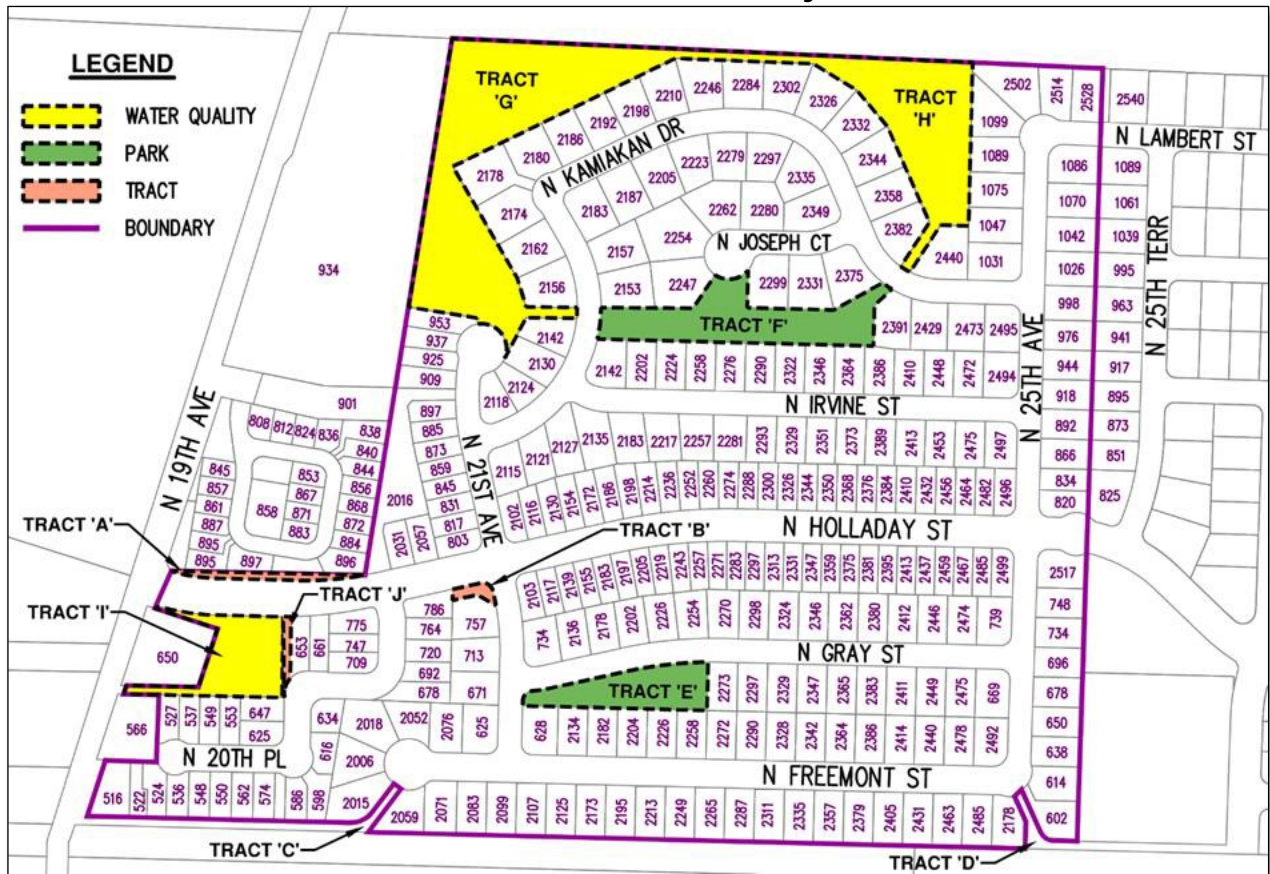
Date Issued: May 13, 2020

Cornelius

Oregon's Family Town

Volume 2 of 2
of the Bid Documents for:

Council Creek LID Project



City of Cornelius, Oregon

A City of Cornelius
Public Improvement Project

Part 4.0 – Special Provisions

The Oregon Standard Specifications for Construction, 2018 Edition, by the Oregon Department of Transportation (ODOT) shall be followed, except as modified in Parts 4.0.



PART 4.0 SPECIAL PROVISIONS

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SECTION 00100 – GENERAL REQUIREMENTS

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

00110.10 Abbreviations – Add the following:

CCC City of Cornelius Council

00110.20 Definitions – Add or modify the following:

Bonds - The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

Contract Administration Engineer – Add the following:

The City Manager for City of Cornelius will preside over the Step 2 claim review.

Public Works Director – The City of Cornelius Public Works Director who will be presiding over Step 1 level claim review under Section 00199.40.

Substantial Completion - The work or specified parts of the work which are sufficiently complete, in accordance with the contract documents in order that they can be utilized by the Agency for the purposes intended as determined by the City Engineer.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

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

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

00120.05 Request for Solicitation Documents – Solicitation documents are available as specified in the Invitation to Bid.

00120.10 Bid Booklet – Replace this Subsection with the following:

00120.10 Bid Documents – The Bid Documents may include, but are not limited to:

Volume 1 – Volume 1 includes, but is not limited to:

Part 1.0, “Bid Information”

The Project
Prevailing Wage and Other Requirements
Invitation to Bid
Bid Award and Protests

Part 2.0, “Bidding Forms”

Bid Form
Bid Guaranty Form
First-tier Subcontractors Disclosure Form
Statutory Public Works Bond

Part 3.0, “Contract Forms”

Contract

Performance Bond
Payment Bond

Volume 2 – Volume 2 includes, but is not limited to:

Part 4.0, Special Provisions – General & Technical

Other documents referenced in the Bid Documents, including the Plans and Specifications, are part of the Bid Documents by reference. These include, but are not limited to:

- Construction Plans for project
- The Oregon Standard Specifications for Construction, 2018 Edition, as published by the Oregon Department of Transportation (ODOT)

00120.15 Examination of Work Site and Solicitation Documents; Considerations of Conditions to be Encountered – Add the following paragraph:

Mandatory Pre-Bid Walk-Through. The Contractor is required to attend and sign-in at a mandatory pre-bid site meeting and walk-through of the project with the City in order to observe the existing conditions. Failure to attend and register at the pre-bid walk-through allows the City to invalidate any bids submitted by bidders not in attendance.

00120.17 Use of Agency-Owned Land for Staging or Storage Areas – Delete and replace the following subsection:

- (a) **Within Normal Right-of-Way Limits** – If Contractor wishes to stage/store within the normal right-of-way limits, Contractor shall submit a staging/storage plan which identifies the extents of the areas to be used, times the areas will be in use, and materials to be staged/stored. Approval of the staging/storage plan is required by the City Engineer or its representative.

Existing landscape/planter strips shall not be used for staging/storage areas within the right-of-way. Any damage to landscaping/street trees within the right-of-way due to Contractor's staging/storage shall be restored to pre-existing conditions and at the Contractor's expense.

- (b) **Outside Normal Right-of-Way Limits** – The Contractor may coordinate with the City for the potential to use an unused portion of Tracts G, H, and F for staging and storage of materials.

Damage to the Tract grounds due to the Contractor's use for construction staging or storage activities will require restoration or repair at the Contractor's expense.

Contact the City Engineer or Public Works Director for approval of staging/storage within the City owned property.

- (c) **Restrictions on Use** – Contractors shall comply with all applicable laws, ordinances, and regulations pertaining to use of Agency-owned property, and shall:

- Not cause unreasonable impacts on traffic and other facility users.
- Clean up all hazardous materials deposited by, or resulting from, Contractor operations.
- Be responsible for all costs associated with use of the property.

00120.40(e) Bid Guaranty – Add the following to the end of this Paragraph:

If bidders elect to provide a bid bond as a bid guaranty, use the “Bid Bond Form” provided in Volume 1 of the Bid Documents.

00120.40(f) Disclosure of First-Tier Subcontractors – Replace this Subsection with the following:

The Subcontractors Disclosure Form shall be filled out and submitted to the attention of the City Engineer at the email address given in the Bid Documents. The form may be submitted with the bid, or, if submitted separately, shall be submitted no later than two work hours after the time designated for receiving bids.

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

00120.45 Submittal of Bids – Submit each bid in PDF format to the attention of the City Engineer at the email address and time given in the Volume 1 of the Bid Documents.

Bids submitted after the time set for receiving bids will not be opened or considered.

00120.60 Revision or Withdrawal of Bids – Replace this Subsection with the following:

00120.60 Revision or Withdrawal of Bids – Information entered into the Bid Booklet by the Bidder may be changed after the Bid has been delivered to the address given in the Bid Booklet, provided that:

- Changes are prepared in accordance with the instructions found in the Bid Booklet,
- Changes are received at the same offices, addresses, and times identified in the Bid Booklet,
- The Bid Number is included, and
- The changes are submitted in writing, signed by an individual authorized to sign the Bid.

A Bidder may withdraw its Bid after it has been delivered to the address given in the Bid Booklet, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead,
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request, and
- The request is received at the same offices, addresses, and times identified in the Bid Booklet.

00120.65 Opening and Comparing Bids – Replace the first paragraph with the following:

All bids received will be opened via video conference at the time stated in the “Invitation to Bid” (Advertisement), and the total price for each bidder’s bid will be read publicly at that time. Bidders and other interested parties are invited to participate in the videoconference opening via weblink or phone.

Add the following section:

00120.68 Mistakes in Bids:

- (a) **General** – Clarifications to or withdrawal of a bid after bid opening because of an inadvertent, non-judgmental mistake in the bid requires careful consideration by the Agency to protect the integrity of the competitive bidding system and to assure fairness to all bidders. Bid correction or withdrawal by reason of a non-judgmental mistake is permissible, but only to the extent it is not contrary to the interest of the Agency or the fair treatment of other bidders.
- (b) **Mistakes Discovered After Bid Closing but Before Award** – This subsection prescribes standards to be applied in situations where mistakes in bids are discovered after the time and date set for bid closing, but before award.
- (1) **Minor Informalities** – are insignificant mistakes of form that are evident from the bid documents and do not affect price, quality, quantity, delivery, or contractual obligations except in the case of informalities involving unit price. Minor informalities can be waived or corrected promptly without prejudice to other bidders or to the Agency. Examples include, but are not limited to:
- Return of the number of signed bids or the number of other documents required by the Bid Documents.
 - Failure to sign the bid form in the designated block so long as a signature appears in the bid documents evidencing intent to be bound.
 - Failure to acknowledge receipt of an addendum to the bid documents, but only if:
 - it is clear from the bid that the bidder received the addendum and intended to be bound by its terms, or;
 - the addendum involved had a negligible effect on price, quality, quantity, or delivery.
- (2) **Mistakes Where Intended Correct Bid is Evident** – If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the Agency may accept the bid (i.e., typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors). For discrepancies between unit prices and extended prices, unit prices will prevail.
- (3) **Mistakes Where Intended Correct Bid is not Evident** – The Agency will not accept a bid in which a mistake is clearly evident on the face of the Bid Form but the intended correct bid is not similarly evident or cannot be substantiated from accompanying documents.

00120.70 Rejection of Nonresponsive Bids – Replace the fifth, seventh, and eighth bulleted items with the following:

- The bid is submitted on documents not obtained directly from City of Cornelius or is submitted by a bidder who has not been identified by the Agency as a holder of a set of solicitation documents, as required by Section 00120.05.
- The bid has entries not typed or in ink or has signatures or initials not in ink.
- Each erasure, change, or correction of the bidder's entries in the bid is not initialed by the person signing the bid or by a person authorized in writing by the person signing the bid to make erasures, changes, or corrections. Authorization shall accompany the bid.

Add the following bulleted item:

- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

00120.90 Disqualification of Bidders – Add the following bullet to the disqualification list comprising the second paragraph:

- Not completed and signed all bid forms as required by these Bid Documents

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:

00130.10 Award of Contract – Replace the third paragraph with the following:

The Agency will provide Notice of Intent to Award on the Agency's website.

00130.15 Right to Protest Award – Replace this subsection with the following:

00130.15 Right to Protest Award - Within seven (7) calendar days following the date of Notice of Intent to Award, any adversely affected or aggrieved Bidder may submit a written protest to the Cornelius City Manager in accordance with Part 1.40 of Volume 1 of these documents. The protest shall specify the grounds upon which the protest is based.

The Agency is not obligated to consider late protests.

00130.30 Contract Booklet – add the following to the end of this Subsection:

Other documents referenced in the Contract Booklets, including the Project Plans and Specifications, are part of the contract documents by reference. These other documents include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2018 Edition, as published by the Oregon Department of Transportation (ODOT).
- The current edition of the Oregon Standard Drawings
- Manual of Field Test Procedures
- The "Construction Manual", current Edition, as published by ODOT.

00130.40(c) Workers' Compensation – Replace this subsection with the following

00130.40(c) Workers' Compensation – to certify compliance with the workers' compensation insurance coverage required by 00170.61(a) and 00170.70(d), the successful bidder shall provide evidence of such insurance coverage.

00130.40(d) Registration Requirements: Revise this subsection as follows:

Replace the word "Registration" in this Subsection title with the word "Licensing".

In the first paragraph replace the words "registered with" with the words "licensed with" in two places.

In the third paragraph replace the word "registered" with word "licensed".

00130.50(a) By the Bidder – Replace the first paragraph with the following:

The successful bidder shall deliver the required number of copies of Volume 1 of the Bid Documents with a properly executed Contract, Performance Bond, Payment Bond, Certification of Worker's Compensation Coverage, and the required Certificate of Insurance to the Agency within ten (10) calendar days after the date that the contract documents were postmarked and sent to the bidder in accordance with 00130.10. The Bidder shall return the originals of all documents received from the Agency and named in this Subsection, with original signatures. Certificates of insurance shall also be originals. Certificates of insurance for coverage's that are permitted by the Agency under 00170.70(a) to be obtained by appropriate subcontractors shall be delivered by the Contractor to the Agency together with the Contractor's request under 00180.21 for approval of the subcontract with that subcontractor. Copies of these documents will not be accepted by the Agency.

00130.50(b) By the Agency – Replace "seven calendar days" with "thirty (30) calendar days".

SECTION 00140 – SCOPE OF WORK

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

00140.31 "As-Built" Records – Add the following section:

Maintain a current and accurate record of the work completed during the course of this contract. This record shall be in the form of "as-built" redlines accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current redline "as-built" plans are a specified requirement for full payment of the work completed. At project Substantial Completion and as a condition of final payment, the Contractor shall deliver to the Engineer a complete and legible set of redline "as-built" plans.

The Contractor-provided redline "as-built" plans must show the information listed below. Where the term "locate" or "location" is used, it shall mean a record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade, or detail to that shown on the plans.
- 4) Record changes made by change order.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

The Contractor shall notify the City for inspection of any abandoned facilities encountered during construction and while uncovered and note the horizontal and vertical location, size, and type of existing utilities and structures on the construction drawings and incorporate the information into the as-built plans.

00140.60 Extra Work – Add the following after the second paragraph:

When listed in the Bid Schedule, the amount(s) listed for the pay items under “Extra Work” are estimated amount(s) to provide adequate funding and bonding to cover extra work items if required by the City Engineer.

SECTION 00150 – CONTROL OF WORK

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

00150.02 Inspectors’ Authority and Duties – Add the following to the end of the first paragraph:

The Inspector may orally suspend work temporarily, until the issue in question can be referred to the Engineer for decision, for:

- Unsafe practice
- Non-compliance with the contract documents
- Non-compliance with erosion control requirements
- Non-compliance with hazardous material handling rules and regulations
- Non-compliance with air, noise, and water pollution control

00150.05 Cooperative Arrangements – Delete this Subsection.

00150.15 Construction Stakes, Lines, and Grades – Replace this subsection, except for the heading, with the following:

Construction stakes will be provided by a representative of the City (AKS Engineering & Forestry, LLC). The Contractor is responsible for requesting construction staking and completing the provided staking form a minimum of 48-hours (excluding weekends and holidays) prior to actual staking. Requests after 2:00 P.M. shall be scheduled from the start of the next business day. The Contractor is responsible for notifying the AKS survey department for cancellations to staking requests prior to the survey crew leaving the office.

Staking Contact: Pete Russo
AKS Engineering & Forestry, LLC
PH: 503-563-6151
russop@aks-eng.com

One (1) Set of construction stakes will be provided for the following items:

Playgrounds

- Sidewalk and curbing corners and grades

Sidewalk Panel Replacement

- Sidewalk panels to be replaced will be marked with paint

Trees to be removed

- Trees to be removed will be marked with paint

Survey Monuments/Markers. The Contractor shall inform the Engineer of any property corners, monuments, and/or survey markers found during construction activities that are in conflict with the proposed improvements. The Contractor shall not bury or disturb any property corners, monuments and/or survey markers.

00150.50(c) Contractor's Responsibility – Add the following bulleted items:

- Meet with each utility agency prior to the preconstruction meeting that has or may have utilities within the limits of the work on this project.
- Check on-site locations of each utility against known location data, if any, and notify the utility of any discrepancies before starting the work.
- Contractor shall coordinate with the City of Cornelius for rental of a hydrant meter to obtain water for construction. Please note that a \$1,000 deposit is required for hydrant meter rental from the City.

Add the following:

In accepting the above responsibilities, both stated and implied, the Contractor understands that it is highly likely that there will be interfering utilities, i.e., service laterals, drains, pipes and conduits (ducts), and related structures which are not shown or are not accurately indicated on the plans or have not been previously discovered on the project site.

Utilities that are in the way of or in close proximity to the work (potential conflicts) may require a change in the Contractor's operations and should be reflected in the Contractor's bid and in the project schedule.

Existing utilities may affect the work causing additional time or cost. Reasonable delays or resulting cost increases will be considered as part of the normal progress of work and will not be cause for extra compensation to the Contractor. The Contractor agrees to provide for a reasonable amount of additional time or cost in the bid.

Locating, such as potholing (excavations) or boring, deemed necessary to determine the exact location(s) of any utility which may interfere with the work shall be done prior to the start of construction at the Contractor's expense unless otherwise indicated or provided for in these contract documents.

00150.50(d) Delays – Delete this subsection.

Add the following Subsection:

00150.50(f) Utility Information: Contact those utilities having buried facilities and request that they locate and mark them for their protection prior to construction. The Utilities notification system telephone number is 1-800-332-2344.

The following organizations may be adjusting utilities within the limits of the Project during the period of the Contract:

Type of Utility - Responsible Authority:

- Gas – Northwest Natural
- Electric – Portland General Electric
- Water, Storm & Sanitary Sewer – City of Cornelius

- Communications – Frontier Communications and Comcast

The Contractor shall be responsible for scheduling and coordinating public utility work, although Agency will cooperate as necessary.

The Agency assumes no responsibility for the exact location of utilities and/or omission of utility locations from the plans. Existing utilities damaged by the Contractor shall be repaired or replaced at Contractor’s expense.

The Contractor shall not be entitled to any additional compensation due to the presence of or interference, delays, or expense caused by said existing utilities. Utility potholing locations are identified on the project plans. Prior to starting construction, the Contractor is expected to identify/verify that conflicts do not exist by potholing utility locations as needed and notifying the City and Project Engineer of any conflicts.

The Contractor’s project schedule shall allow time to coordinate with the utility companies to relocate their facilities (assume 3 to 4 weeks).

Add the following Subsection:

00150.90(c) Rescinding Second Notice – If the punch list items have not been completed within 60 days of issuance of “Second Notification”, the second notice will be rescinded, the Contract time will be restarted, and liquidated damages will be assessed per Section 00180.85.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.02 Permits, Licenses, and Taxes – Add the following bulleted item:

- Obtain necessary land use permits for off-site staging areas and waste disposal areas not listed in 00310.43.

00170.03 Furnishing Rights-of-Way and Permits – Add the following bulleted item:

- Necessary land use permits except for off-site staging areas and waste disposal areas.

00170.70(a) Insurance Coverages – 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	\$2,000,000	\$2,000,000
Commercial Automobile Liability with Pollution Coverage	\$2,000,000	\$2,000,000

00170.70(f) Certificate(s) of Insurance – Add the following paragraph to this section:

The Contractor shall furnish an “Additional Insured Endorsement” to the Agency at the same time the Certificate of Insurance is provided to the Agency.

SECTION 00180 – PROSECUTION AND PROGRESS

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

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

- Prior to commencing work on adjacent property, including within easements, Contractor shall notify property owners in writing and coordinate with the City. No work is authorized on adjacent private property not covered with a permanent or temporary easement.
- Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work, in accordance with generally accepted construction practices. This requirement will apply continuously and not be limited to normal working hours.

00180.40(b)- On-Site Work – Add the following bulleted item:

- A temporary restroom facility shall be provided at a location approved by the City Engineer or its representative. The restroom facility shall be maintained/serviced and remain on site until the project obtains substantial completion.

00180.41 Project Work Schedules – Add the following after the third paragraph:

A Type “A” schedule, as detailed in the ODOT Standard Specifications, is required on this Contract. Prior to each weekly construction meeting, the schedule shall be updated to show all work for the upcoming two consecutive weeks. The schedule will be discussed at the weekly construction meetings. The dates and times of the weekly construction meetings will be determined at the pre-construction conference.

00180.42 Pre-Construction Conference – Replace this subsection, except for the heading, with the following:

Submit the following during the pre-construction conference unless otherwise directed:

- The name, address, and telephone number of a person employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- Traffic Control Plan
- Project Work Schedule

A representative of each subcontractor shall be required to attend the pre-construction conference.

Add the following Subsection:

00180.50(h) Contract Time – The Contractor shall complete all Work to be done under the Contract not later than the completion date specified in Part 1.10 of Volume 1 of the Bid Documents.

SECTION 00195 – PAYMENT

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

Delete the following subsections:

00195.10, 00195.12, 00195.12(a), 00195.12(b), 00195.12(c), 00195.12(d)

00195.50(b) Retainage – Delete the last sentence of the first paragraph and replace with:

The Agency will withhold retainage from all Force Account and Change Order Work.

00195.50(c) Forms of Retainage – Replace this subsection with the following:

00195.50(c) Forms of Retainage – Forms of acceptable retainage are given in one of the following four ways. If the Agency incurs additional costs as a result of the Contractor's decision to use a form of retainage other than Alternate A, the Agency may recover such costs from the Contractor by a reduction of the final contract payment.

(1) Cash - Alternative A – The Agency will withhold payment in accordance with ORS 279C.560 and pay that retainage in accordance with ORS 270C.570.

Any retainage withheld on Work performed by a Subcontractor shall be released to the Contractor as provided in Section 00195.50(d).

(2) Cash - Alternative B – The Contractor will set up an interest-bearing account in a commercial bank or trust company in Oregon in the name of the Agency. The Agency will place 5 percent retainage withheld from each progress payment into the interest-bearing account. Funds in the account will be under the control of the Agency and will be released to the Contractor within 30 days of final acceptance of the project. Interest on the account will accrue to the Contractor.

Any retainage withheld on Work performed by a Subcontractor shall be released to the Contractor as provided in Section 00195.50(d).

(3) Cash - Alternative C – Before the first progress payment is made, the Contractor will deposit a cash amount greater than or equal to 5 percent of the contract amount in the Agency's investment portfolio in lieu of retainage. Interest on the account will accrue to the Contractor. Funds in the account will be released to the Contractor within 30 days of final acceptance of the project.

Any retainage withheld on Work performed by a Subcontractor shall be released to the Contractor as provided in Section 00195.50(d).

(4) Cash Bonds and Securities – Alternative D – Before the first progress payment is made, the Contractor will deposit bonds or securities acceptable to the Agency equal to at least 5 percent of the contract amount with the Agency or with a commercial bank or trust company in Oregon. The bank or trust company will provide a safekeeping receipt to the Agency.

Any retainage withheld on Work performed by a Subcontractor shall be released to the Contractor as provided in Section 00195.50(d).

00195.60 Advance Allowance for Material on Hand – Add the following paragraph:

00195.60(d) Monthly Updated Statement – After materials-on-hand payments are made to the Contractor, the Contractor shall submit a monthly tabulation of all materials-on-hand five (5) calendar days before each progress estimate cut-off date. This tabulation shall include the original materials-on-hand quantities, quantities used through the most recent estimate period, and the balance of materials still on hand. If this tabulation is not submitted, or submitted incomplete, all remaining material on hand will be deducted from the progress estimate.

SECTION 00199 – DISAGREEMENTS, PROTESTS, AND CLAIMS

Process disagreements, protests, and claims according to Section 00199 of the Standard Specifications, modified as follows:

00199.40 Claim Decision; Review Exhaustion of Administrative Remedies – Replace Section 00199.40 (b), (c), (d), and (e) with the following:

00199.40(b) Step 1: City of Cornelius Public Works Department Director Level review: The Contractor shall request a meeting with the Public Works Department Director in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place within twenty-one (21) Calendar Days of the Agency's receipt of the request, or as otherwise agreed by the parties.

If the Public Works Department Director determines that the Contractor must furnish additional information or documentation to allow proper analysis of the claim, a second meeting will be scheduled within fourteen (14) Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

The Public Works Department Director will provide a written decision to the Contractor within thirty (30) Calendar Days of the review meeting.

If the Contractor does not accept the Step 1 decision, the Contractor may, within ten (10) Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review at Step 2 (See (c) below).

00199.40(c) Step 2: City Manager, City of Cornelius – The Contractor shall request a meeting with the City Manager to present the claim for final Agency review. The presentation will take place within twenty-one (21) Calendar Days of the Agency's receipt of the Contractor's written request, or as otherwise agreed by the parties.

If additional information or documentation is needed from the Contractor to allow proper analysis of the claim, a second meeting will be scheduled within fourteen (14) Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

The Agency will provide a written decision to the Contractor within thirty (30) Calendar Days of the final Step 2 meeting.

If the Contractor does not accept the Step 2 decision, the Contractor may, within ten (10) Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim be advanced to Step 3 or 4 (See (d) and (e) below), as applicable.

00199.40(d) Step 3: Arbitration or Mediation of Claims:

- (1) Claims Less than \$50,000 (excluding Liquidated Damages, Interest, and Arbitration Costs)** – At this step, the claim will be settled by binding arbitration before a single arbitrator according to the Construction Industry Arbitration Rules of the American Arbitration Association.

Arbitration filing costs and any arbitrator fees will be divided equally between the Agency and the Contractor.

- (2) Claims of \$50,000 to \$500,000 (excluding Liquidated Damages, Interest, and Arbitration Costs)** – Claims in excess of \$500,000 may be reviewed under this step only upon the mutual agreement of the Contractor and the Agency.

Claims in excess of \$50,000 up to \$500,000 shall be subject to mediation. The Engineer shall solicit from one or more Portland area professional mediation or dispute resolution firms, a list of five (5) mediators experienced in construction disputes.

Copies of biographies of five (5) persons will be sent to the Contractor. Within twenty (20) calendar days after mailing the biographies, the Contractor and the Engineer shall meet and nominate an individual to serve as mediator. At the meeting, each party shall strike a name from the list of nominees until only one name remains. That person shall serve as the mediator.

Each party agrees to mediate in good faith. Mediation is a prerequisite to litigation. If after sixty (60) days of good faith effort no agreement has been reached, either party can elect to file litigation. The cost of mediation will be shared equally by both parties. In any subsequent litigation, the prevailing party shall be entitled to its mediation costs only if the mediator has determined that the non-prevailing party did not participate in good faith.

- (3) Claims over \$500,000 (excluding Liquidated Damages and Interest)** – If the Contractor and the Agency mutually agree, use mediation as described above. If not, proceed to Step 4 below.

00199.40(e) Step 4: Litigation:

This step applies to:

- Claims over \$500,000 (excluding liquidated damages and interest).
- Appeals of arbitration awards issued in Step 3 above, according to ORS 36.600 through 36.695.
- Claims over \$50,000 and under \$500,000, which are not resolved after good faith mediation as provided under Step 3.

Either party may file any suit or action arising out of this contract only after all other provisions of these specifications are exhausted. The suit or action shall be commenced within one (1) year of the date of Second Notification, or within six (6) months of the expiration of the mediation period or arbitration award, whichever is later, and shall be filed in a court of competent jurisdiction within Washington County.

If said suit or action is not commenced in said period, the Contractor expressly and irrevocably waives any and all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that the Contractor might have had.

SECTION 00200 – TEMPORARY FEATURES AND APPURTENANCES

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:

00220.02(a) General Requirements – Add the following bulleted item(s) to the end of this subsection:

- Obtain permission from the City of Cornelius before closing any city path. No city path closure will be permitted until the City Engineer approves it and the area is signed according to Section 00225.

00220.60(a)(1) Contractor Responsibility – Add the following bulleted items to the end of this subsection:

- Keep the surface being used by bicycles & pedestrians free of all dirt, mud, gravel and other harmful materials. The surface includes sidewalks, bike paths, bike lanes, roadway shoulders or the outside 6 feet of the roadway.

SECTION 00225 – WORK ZONE TRAFFIC CONTROL

Comply with Section 00225.00 of the ODOT Standard Specifications, supplemented and/or 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.

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

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

Ten Calendar Days before closing a pedestrian pathway or sidewalk, place a "SIDEWALK CLOSED, Daily" (CW11-5) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade, or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.

Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the "SIDEWALK CLOSED, Daily" (CW11-5) signs while the TPAR is open to pedestrian traffic.

00225.05 Traffic Control Plan – Delete and replace with the following:

The Agency has not prepared a TCP. Prepare a TCP and working drawings showing all TCM, and the following, in accordance with the special provisions, the standard provisions, and the Oregon Temporary Traffic Control Handbook:

- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
- Proposed order and duration of the TCM.

Submit to the Agency for approval seven (7) Calendar Days before the preconstruction conference.

SECTION 00280 – EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications.

00280.90 Payment – Replace with the following:

The accepted quantities of work performed under this section will be paid for at the Bid Schedule of Prices, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
-----------------	----------------------------

- | | |
|-----------------------------|--|
| a) Erosion Control Lump Sum | |
|-----------------------------|--|

Item (a) includes

- All Erosion Prevention, Runoff Control, and Sediment Control
- Providing the Erosion and Sediment Control Manager
- Developing, revising, and documenting the ESCP
- Mobilization for erosion control measures
- Monitoring activities
- Furnishing, stockpiling, protecting, restocking, and removing emergency materials
- Preparing project for a period of extended non-activity
- Furnishing, installing, inspecting, maintaining, and removing erosion control devices
- Restoring, mulching, tacking, and seeding all disturbed ground, Work, and storage areas not otherwise surfaced or covered.
- Removal of erosion control measures at the conclusion of work

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the Work as specified and as required for permit compliance.

No separate or additional payment will be made for:

- Removing and disposing of sediment build-up behind erosion control measures
- Removing and reinstalling required erosion control measures
- Dust control
- Erosion control for work outside the construction limits, including but not limited to borrow pits, haul roads, disposal sites, and equipment storage sites
- Modifications and/or additions to the ESCP that become necessary for permit compliance during construction. This includes providing, installing, and maintaining all necessary materials and details.

SECTION 00290 – ENVIRONMENTAL PROTECTION

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

00290.32 Noise Control – Replace the first bulleted item with the following:

- Perform no construction activity or servicing of equipment 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 City Engineer.

Add the following:

- Noise levels in excess of 90 dBa measured at 16 meters (±50 feet) from the source are allowed only during the period beginning two hours after sunrise and ending two hours before sunset.

00290.90 Payment – The accepted quantities of Work performed under this Section are considered incidental to the project and no separate payment will be made.

SECTION 00300 – ROADWORK

SECTION 00305 – CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00305.00 Scope – Initial construction survey work will be provided by AKS Engineering & Forestry, LLC

Maintain all construction survey work as required. Replacement or additional construction survey staking will be the responsibility of Contractor. Offset hubs will be set for horizontal and vertical location of the corners of new sidewalk and playground curb. Paint will be used to mark sidewalk panels to be removed and replaced, trees to be removed, and to identify bollard locations.

Measurement

00305.80 Measurement – No measurement of quantities will be made for construction survey work.

Payment

00305.90 Payment - No payment will be made for construction surveying and it is considered incidental to the work.

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.92 Separate Item Basis – Remove pay item (g) and replace with the following:

(g) Asphalt/Concrete Pavement Saw Cutting.....LS

Add the following pay items:

(h) Removal of Existing Bollards..... EA

Add the following paragraph to the end of this subsection:

Item (h) includes the removal of the bollard and foundation, and backfilling the void with granular backfill per Section 00330.

SECTION 00320 – CLEARING AND GRUBBING

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

00320.40(a) Clearing Trees and Other Vegetation – Replace this subsection with the following subsection:

00320.40(a) Clearing Trees and Other Vegetation – Remove and dispose of noxious weeds and Specified Weeds according to Section 01030 prior to beginning clearing of trees and other vegetation.

Trees designated for complete removal for construction:

- Prevent damage to trees to be saved and minimize conflicts between trees and people or property. Activities under trees should strive to minimize impact to trees or root zones. Contractors are responsible for tree damage incurred during construction.
- Cut off and grind tree stumps and roots, unless otherwise specified, from all trees identified for removal, to a depth of at least 6-inches below the existing surrounding grade. Backfill per Section 00320.43.
- Diseased Trees: Trees infected with a disease or insect such as Sudden Oak Death or Asian Longhorned Beetle may need to be disposed by following the guidelines of the Oregon Department of Agriculture (ODA). The ODA and the City will need to be notified of the suspected trees.

All trees not marked for removal are to be protected and saved. Prune trees to be saved to ANSI A-300 Pruning Standards with selective low limb removal, as directed and approved by the City, where required for construction clearance. Where directed by the City, extend pruning operations to restore natural shape of trees and other plants impacted by construction activities. Cut branches and roots with sharp pruning instruments. Do not break or mutilate.

00320.40(b)(3) Trees to Be Saved – Replace this subsection with the following subsection:

00320.40(b)(3) Trees and Vegetation and Materials to be Saved – Trees or vegetation not marked for removal are to be protected and saved.

Be responsible for all damage to and removal of trees, landscaping, vegetation or other natural materials designated to be saved. Protect all plant growth including root systems of trees and plants to remain from:

- Construction activities including but not limited to: material storage, staging, all work activities and parking.
- Dumping of construction related refuse.
- Damage due to noxious materials in solution caused by runoff and/or spillage during mixing and placement of construction materials, and drainage from stored materials.
- Chemically injurious materials and liquids used in construction process
- Unauthorized cutting, breaking, or skinning roots and branches, skinning, and bruising of bark.

Damage will be determined by a specialist selected by the City Engineer.

Notify City immediately upon discovery of conditions that threaten survivability of protected tree or that affects vitality, stability, or integrity of root system.

All pruning shall be performed to ANSI A-300 Pruning Standards and accepted by the City. Other therapeutic care work shall be performed to National Arborist Association standards.

00320.80 Measurement – Replace this subsection with the following subsection:

00320.80 Measurement – The quantities of clearing and grubbing Work performed under this Section will be measured according to the following:

- Unit basis – Unit based items will be measured on the unit basis, of each tree to be removed.

00320.90 Payment – Replace this subsection with the following subsection:

00320.90 Payment – The accepted quantities of clearing, grubbing, disposal, and cleanup Work will be paid for with the following pay items:

- (a) Tree Removal – Tract E & F..... EA
- (b) Tree Removal – Sheet C201, Key Note 2..... EA
- (c) Tree Removal – Sheet C201, Key Note 4..... EA
- (d) Tree Removal – Sheet C201, Key Note 8..... EA

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

Item (a), (b), (c), and (d) include the removal of trees as specified in the construction documents.

Willow Thicket and Shrub removal as indicated on Sheet C201, Key Note 6 and 7, will be paid for under Section 01030.

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 except for Stone Embankment on the excavation basis.

00330.45 Filling of Holes – Delete the last two sentences of this subsection and replace with the following:

Payment for this work shall be incidental with no separate measurement or payment.

Add the following subsection:

00330.83 Lump Sum Basis Measurement – When payment for the earthwork bid items is on the lump sum basis, there will be no separate measurement of the work.

00330.92 Kinds of Incidental Earthwork – Add the following bulleted item to the end of this subsection:

- Playground Excavation Grading
- Sidewalk Excavation

00330.93 Excavation Basis Payment – Remove pay item (d) and replace with the following:

(d) General Excavation..... Lump Sum

SECTION 00350 – GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00400 – DRAINAGE AND SEWERS

SECTION 00430 – DRAINAGE ROCK

Comply with Section 00430 of the Standard Specifications modified as follows:

00430.00 Scope – Replace this subsection with the following:

00430.00 Scope — This work consists of placing granular drain backfill material.

00430.80 Measurement – Replace this subsection with the following:

00430.80 Measurement – The quantities of granular drain backfill material will be measured on the weight basis, in the hauling vehicle.

00430.90 Payment – Add the following pay item:

(c) 1 1/4" – 3/4" Drainage Rock.....CY

SECTION 00600 – BASES

SECTION 00640 – AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications modified as follows:

00640.90 Payment – Add the following pay items:

(a) 3/4"-0" Aggregate.....CY

SECTION 00700 – WEARING SURFACES

SECTION 00744 – ASPHALT CONCRETE PAVEMENT

Comply with Section 00749 of the Standard Specifications modified as follows:

00744.42 Tack Coat – Replace this subsection with the following:

00744.42 Preparation of Underlying Surfaces – Construct a tack coat before placing each Lift of ACP according to Section 00730. A tack coat is not required before placing ACP on Aggregate Base.

Treat all paved surfaces on and against which ACP is to be placed with an asphalt tack coat according to Section 00730. Before applying the tack coat, clean and dry the surface to be tacked.

Level and compact depressed areas with ACP prior to placing final 2-inch overlay. Perform leveling work as a separate operation and at the locations and extents as directed by the City. Spread the Leveling material with a paving machine, unless otherwise directed.

00744.60 Correction of Defects – Add the following to this subsection:

- (g) **Existing Asphalt** – Contractor to be responsible for maintaining the condition of the existing asphalt by using equipment that will not damage asphalt path. Correct damage to existing path caused by construction activities. If construction equipment is visually damaging existing asphalt path, City may stop work and direct contractor to repair damage. Repair as directed by the City.

00744.80 Measurement – Replace this subsection with the following:

00744.80 Measurement – The quantities of ACP will be measured on the square yard basis.

No deductions will be made for asphalt cement, mineral filler, lime, anti-strip, or any other additives used in the mixture.

00744.90 Payment – Replace this subsection with the following:

00744.90 Payment – The accepted quantities of ACP incorporated into the Project, whether or not recycled Materials are used, will be paid for at the Contract unit price, per square yard, for the following items

- (a) Level 2, 1/2-Inch ACP Mixture, 2" Depth
(b) Level 2, 1/2-Inch ACP Mixture, 3" Depth

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

No separate or additional payment will be made for:

- Asphalt cement, mineral filler, lime, and anti-stripping or other additives
- Tack Coat
- leveling depressed areas prior to final 2-inch overlay.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications.

SECTION 00800 – PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES

SECTION 00815 – BOLLARDS

Comply with Section 00815 of the Standard Specifications.

SECTION 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL

SECTION 01030 – SEEDING

Comply with Section 01130 of the Standard Specifications modified as follows:

01030.02 Definitions:

Add the following sentence to the end of the paragraph that begins with “Establishment Period- A period when planting....”

The establishment period also includes the period of time where Tracts G, H, and I are to be Weed Free.

Replace the paragraph that begins with “Weed Management Area (WMA) – A defined project area...” with the following:

Weed Management Area (WMA) – A defined project area with specified weeds to remove, including areas where weeds begin growing because of Project-associated ground disturbance. The WMA is all areas identified on the contract documents for weed removal on Tracts G, H, I and J. The WMA also includes areas of ground disturbance where lawn seed is planted.

01030.42 Weed Control – Add the following to the end of this subsection:

Spot treatment of invasive vegetation shall comply with Clean Water Services’ (CWS) Integrated Pest Management (IPM) Manual. Where conflicts between ODOT’s Oregon Standard Specifications for Construction, 2018 Edition, Section 01030 and the CWS IPM Manual, the CWS IPM Manual is to be used.

Treat Himalayan/Armenian blackberry (*Rubus Armeiacus*) stumps with herbicide and remove canes from trees and shrubs within the WMA.

Weed Control also includes the removal of shrubs and herbaceous vegetation in planter between sidewalk and stormwater facility fencing per Key Note 6, Sheet C201.

01030.61 Establishment Period – Replace this sub-section with the following:

01030.61 Establishment Period – The Seeding and Weed Free Establishment Period is as follows:

Establishment periods for water quality, lawn, native plant, permanent seeding begins upon acceptance of the initial seeding Work and ends on **October 15, 2021**. If during the final inspection period, seeding and weed control is not acceptable based on the specifications, an additional six months shall be added to the Establishment Period.

01030.62(a)(3) Weed Control and Inspections – Add the following to this subsection:

At a minimum, contractor to perform weed control during the Establishment Period, including treatment of Himalayan/Armenian Blackberry (*Rubus Armeiacus*) stumps with herbicide, during the following months after initial weed removal:

- September 2020
- May 2021
- September 2021

Notify City at least 14 days prior to Weed Control during the Establishment Period. City to inspection for compliance with specifications following the Establishment Period Weed Control. If seeding and weed control do not meet specifications following the September 2021 inspection, the Establishment Period shall be extended six months.

01030.80 Measurement – Add the following to the end of this subsection:

No measurement will be made for weed control in disturbed areas receiving lawn seeding on Tract E and F.

WMA will be measured per the area quantity listed in the construction documents. No field measurement will be made to adjust WMA. Adjustments to the measured quantities listed in the contract documents must be requested in writing by the contractor. Adjustments to WMA quantities will only be approved for substantial changes to the WMA.

01030.90 Payment – Replace this subsection with the following:

01030.90 Payment – The accepted quantities of seeding and associated Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

- (a) Weed Control.....SY
- (b) Water Quality Seeding, Freeboard Seed.....SY
- (c) Water Quality Seeding, Water Treatment Seed.....SY
- (d) Lawn Seeding.....SY
- (e) Bark Mulch.....SY

Item (a) includes all Work associated with the WCWP.

In items (b) through (d), the seed mix is listed in the construction plans.

Items (b) through (d) include preparing the seed bed, soil preparation, seeding, fertilizing, mulching, applying tacking agent, and all establishment Work.

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

No separate or additional payment will be made for:

- Mobilization for application by blowers, mechanical spreaders, or hand spreading
- Inspections or maintenance
- Seeding mobilization
- Establishment Work

Partial payments for permanent Weed Control, and Seeding, regardless of type, will be made as follows:

- 40% after Substantial Completion
- 50% after the completion of the September 2020 Weed Removal Establishment work

- 60% after the completion of the May 2021 Weed Removal Establishment Work
- 100% after the completion of the Establishment Period

01030.90 Payment – Add the following to the end of this subsection:

No separate or additional payment will be made for:

- Weed management within disturbed areas on Tract E and F

SECTION 01040 – PLANTING

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

01040.70 General – Replace this subsection with the following:

01040.70 General – The Contractor is responsible for the survival of all plant material until the end of a plant Establishment Period. The Plan Establishment Period shall be the same time period as the Establishment Period as defined in Section 01030.61. The plant Establishment Period will begin when all the original planting is complete.

Establishment Period Work includes removing all plants that have reached their permanent wilting point, are dead, dying, or which do not meet Specifications, and replacing them with healthy plants. All plants in place after this replacement will be recognized as the original planting and will be subject to the establishment specifications. Repair, restore, and replace all plantings that have been damaged by vehicles, vandalized, and stolen according to Section 00170.80.

01040.90(d) Plant Materials – Replace the schedule for partial payment of plant material with the following:

- 40% after Substantial Completion
- 50% after the completion of the September 2020 Weed Removal Establishment work
- 60% after the completion of the May 2021 Weed Removal Establishment Work
- 100% after the completion of the Establishment Period

SECTION 01050 – FENCES

Comply with Section 01050 of the Standard Specifications.

SECTION 01060 – PLAYGROUND STRUCTURES

Section 01060, which is not a Standard Specification, is included for this Project by Special Provision.

01060.00 Scope – This Work consists of installing playground structures per the manufacture requirements and recommendations.

01060.10 Materials – Furnish Materials meeting manufacture requirements.

- (a) **Playground Structure** – Playground structure is owner provided. Any materials required by manufacturer for installation shall be provided by the Contractor and shall meet the requirements of the manufacturer.
- (b) **Bench** - Bench shall be Columbia Cascade Parkway Accessible Bench with Recycled Plastic Slats, #2017-6-ADA-P, Pedestal (Surface) mount or approved equal, with black powder-coated steel frame.
- (c) **Wood Fiber Surfacing** – Playground safety surfacing to be engineered wood fiber, clean (1/2"-3") cedar chips, or other type approved for playground use and meeting ASTM F-1292 Standards.

01060.40 Construction – Install playground structure, wood fiber surfacing, and bench per the manufacture requirements and recommendations.

01060.80 Measurement – No measurement will be made for the installation of the playground structures. Wood Fiber Surfacing will be measured on the square yard basis. Benches will be measured on the Each basis.

01060.90 Payment – The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

- (a) Playground Structure Installation..... Lump Sum
- (b) Wood Fiber Safety Surfacing..... Cubic Yard
- (c) Bench..... Each

Item (a) includes the complete installation of the following playground structure per manufacturer requirements and recommendations:

- Tract E
 - Gametime Model PT17202
- Tract F
 - Gametime Model PT16033-Modified