

AGENDA

Wednesday, November 10, 2021 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

***Revised: Added II.B, II.C, III, and IV**
**** Revision 2: Removed II.A.2 (will return 11/23)**

Beginning Board Order No. 2021-80

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****COVID-19 Updates**

I. PRESENTATION *(Following are items of interest to the citizens of the County)*

A. Veteran's Day Presentation (Erika Silver, H3S)

II. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC
2. ~~**Approval of 2021 House Bill 5006 Resolution – Assessment and Taxation~~

B. *Health Housing and Human Services

1. Approval of Amendment #02 to a Subrecipient Agreement with Lifeworks NW for Intensive Case Management Services. Amendment adds \$44,301.60 to the Agreement, increasing the maximum grant value to \$354,412.80. Funding through State of Oregon, Community Mental Health Program funds. No County General Funds are involved – Behavioral Health
2. Approval of a Local Subrecipient Grant Agreement Amendment #3 with Metropolitan Family Services for continuation of Kindergarten Partnership Innovation Services in Clackamas County. This Amendment adds \$138,405.90 for a new maximum value of \$307,123.90 and extends the end date to June 30, 2023. Funding through State of Oregon, Early Learning Division. No County Funds are involved – CFCC

C. *Transportation and Development

1. Approval of Local Agency Agreement #34887 with the State of Oregon, acting by and through its Department of Transportation delivered Federal Project for East Systemic Signals and Illumination Construction on behalf of Clackamas County. Total project is \$3,717,370, with \$3,647,370 in Federal Funds and \$70,000 Road Fund match. No County General Funds are involved.

III. *DEVELOPMENT AGENCY CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

1. Approval of a Settlement Agreement with Streamside Village Condominium Owners' Association and Acceptance of a Deed to Resolve Issues Related to an Encroachment Created by Improvements to Sunnybrook Blvd. Funded through Development Agency funds, no County General Funds are involved.

IV. *WATER ENVIRONMENT SERVICES CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

1. Approval of a Contract with Lee Contractors for the Bolton and River Street Force Main Combination Air Release Valve Vault 4 and Intertie Valves Replacement Project. Contract value is \$199,900 using WES Capital Improvement funds. No County General Funds are involved.
2. Approval of the Cooperative Improvement (Utility) Agreement between Water Environment Services and Oregon Department of Transportation Related to the I-205: I-5 to OR213 Project. Fiscal Impact is \$9,257,002 through WES Capital Improvement funds. No County General Funds are involved.

V. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

Please note, the ideas expressed during public communication do not necessarily reflect the ideas or beliefs of Clackamas County or the Board of County Commissioners.

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>

November 10, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Recognition of Veterans Day

Purpose/Outcomes	Acknowledge the service, commitment and sacrifices of those who have served our great nation. Appreciation and support for those who have served and those who are currently serving, and for the family and friends who are also impacted by military service.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	N/A
Previous Board Action	N/A
Contact Person	Erika Silver, Manager, Social Services Division 503-650-5725
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department present the recognition of Veteran’s Day. Since 1938, the United States has commemorated the sacrifices of its armed forces by designating November 11th as a national holiday. Today, the Program Managers of the Clackamas County Veterans Service Office and Children, Family and Community Connections come before the Board of County Commissioners to acknowledge the service, commitment and sacrifices of those who have served our great nation. While Veterans Day is an annual commemoration, appreciation and support for those who have served and are currently serving, and for families also impacted by military service, is needed every day.

Consistent with **Performance Clackamas** goals to build public trust through good government and ensure safe, healthy and secure communities - Clackamas County is engaged in a broad range of efforts to support our veterans including:

The County maintains an active **Veterans Advisory Council** that ensures that the perspective of a broad diversity of Clackamas County veterans have the opportunity to impact County plans and services. Current initiatives include veteran suicide prevention and outreach.

Children, Family and Community Connections Veterans Workforce Program assists veterans in need of training and employment with intensive case management and customized career plans. Veterans engaging in services overcome multiple complex barriers such as living with disabilities including PTSD (50%), substance use disorder (13%), justice system involvement (38%), and housing instability/homelessness (63%). Last year 32 veterans were served, 68% gained employment and the remaining veterans continue to engage in case management and employment training. Average wage for hired veterans was \$20.03 an hour.

Healthy Families. Strong Communities.

In support of the Performance Clackamas **Ending Veteran Homelessness** goal, Social Services housed 65 homeless veteran households (76 adults and 13 children). Ten veterans were prevented from homelessness. 146 Veterans Administration Supportive Housing (VASH) are administered by the Housing Authority. 92 veterans are housed, 19 are house searching, and 35 vouchers are available.

The County Veterans Service Office (CVSO) assists veterans with Veteran's Administration (VA) financial and medical benefits. Last year, CVSO staff members Gina Thomas, Heather Miewald, Felicia Ridings and Jackie Bauer worked intensively with 1,930 veterans and family members. Current data indicates that the VSO helped secure more than \$10.7 million in new federal benefits for County veterans, and this will increase as more claims are processed.

In October, Gus Bedwell (Army Veteran) joined the CVSO as the new Supervisor. Most recently, Gus was the Veteran Housing Integrator for Oregon Housing and Community Services. He also worked for Oregon Department of Veterans' Affairs as a Veteran Advocate (Lead) and Training and Development Specialist, OSU and the Employment Department.

The **Homeless Veteran Coordination Team** is convened monthly and includes the Social Services Division, Veterans Workforce Program, VA and numerous community partners serving homeless veterans. This team is committed to collaboration and the efficient and effective use of resources. At the end of October, there were 45 known homeless veterans, 23% fewer than this time 2020.

Recommendation

Staff respectfully requests that the Board recognize and honor the service, commitment and sacrifices of all Veterans, military personnel, reservists and their families by reading the proclamation below:

Clackamas County families have contributed to the United States military who is known as the strongest, most capable fighting force the world has ever known. Our Fathers, Mothers, Sisters and Brothers have served in the Armed Forces with resolve and unmatched selflessness, and their service stands as a model that there are few things nobler than giving of ourselves to make a difference in the lives of others. On Veterans Day, we reflect on the sacrifices experienced by so few in the name of so many, and we rededicate ourselves to supporting those who have worn America's uniform and the families who stand alongside them.

NOW, THEREFORE, We, Clackamas County Board of County Commissioners, do hereby proclaim November 11, 2021, as Veterans Day. We encourage all Americans to recognize the fortitude and sacrifice of our veterans through public ceremonies and private thoughts and prayers. We call upon Clackamas Residents to display the flag of the United States and to participate in patriotic activities in their communities. We call on all Americans, including civic and fraternal organizations, places of worship, schools, and communities to support this day with commemorative expressions and programs.

Respectfully submitted,

Rodney Cook

Rodney Cook, Director
Health, Housing & Human Services

Veteran's Day 2021



PRESENTATION TO THE
CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS

NOVEMBER 10, 2021

Veterans in the State and County

Oregon	283,045
Clackamas County	26,384
Known veterans experiencing houselessness	45

Veterans in our County workforce are making meaningful impacts in every department.

Veterans Advisory Council

Membership

- Currently includes people who served in Army, Air Force and National Guard
- Service dates span from Korean War to Operation Iraqi Freedom/Enduring Freedom
- Affiliations include Veterans of Foreign Wars, American Legion, Clackamas Community College, Milwaukie Planning Commission, Kiwanis, Chambers of Commerce among others
- [Recruiting new members](#)

21-22 Work plan goals

- Active role in veterans suicide prevention efforts
- Increase veteran employment
- Support outreach efforts, connect county veterans to CVSO.

Projects

- Veterans Behavioral Health Summit
- Veterans Job Fair
- [Clackamas County Veterans Survey](#)

Children, Families and Community Connections Veterans' Employment Program

Served 32 Veterans

- 22 (68%) became employed
- 91% retention at 90 days
(goal = 55%)
- Average wage \$20.03/hour



Jobs included: manufacturing, construction, transportation, retail, social assistance, education and wholesale trade

Veterans Employment Story

Helped a veteran obtain Class A
CDL Truck Driving License during
the pandemic shutdowns

Pandemic related impacts almost
every step of way

Was paid on the job training to
gain experience

Hired, \$21.64 + full benefits



County Veterans Service Office



OR Dept of Veterans Affairs Accredited
Veteran Service Officers: Heather
Miewald, Gina Thomas, Felicia Ridings

Office Specialist: Jackie Bauer

Supervisor: Gus Bedwell

During 2020-21, VSO staff

- Met with 1,930 veterans and family members (an increase from 19-20)
- Filed 799 compensation claims (including appeals) with 643* claims granted
- Generated \$10.7M in new federal monetary benefits

* *Claims for 19-20 are now 953. VA continues to process claims submitted.*

VSO Claim Example

- 2014

- **May:** Army Veteran (65) who struggled with PTSD completed suicide. Veteran had tried accessing VA mental health services but in widow's words "never got anywhere" so they accessed mental health services in community.
- **July:** Widow visited VSO. After an assessment of facts and medical records, VSO filed claim for service connected Dependency Indemnity & Compensation (DIC) for widow.
- **September:** VA denied claim due to PTSD not being service-connected.
- **October:** VSO filed an appeal.

- 2016 – 2020

- Appeals processed back and forth between the local VA and the Board of Veteran Appeals.

- 2021

- **June:** VA acknowledged Veteran did have service-connected PTSD while alive, death was caused by his PTSD, and awarded widow DIC benefits.
- VA awarded retroactive benefits of \$99,000 to widow plus \$1,350/month for life, plus healthcare and education benefits.

Ending Veteran Homelessness

Social Services programs housed 65 homeless veteran households, (76 adults and 13 children).

Veterans Administration Supportive Housing (VASH) vouchers administered by Housing Authority (146)

- 92 currently housed
- 19 more vouchers issued, in housing search
- 35 still available

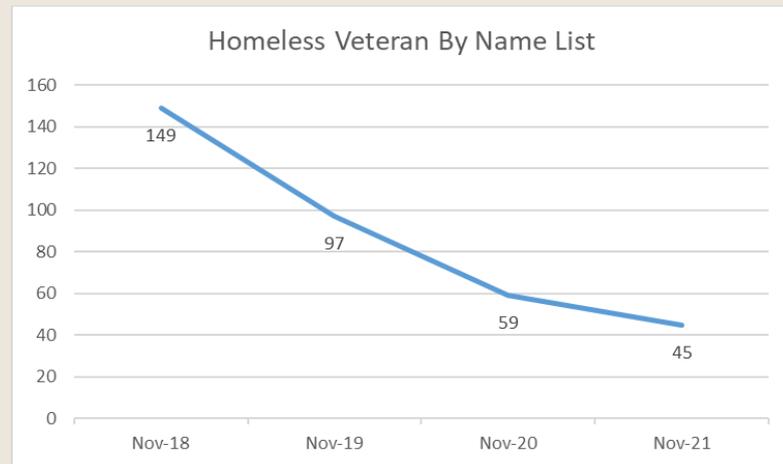
Known homeless veterans reduced 23% from a year ago

10 veteran households prevented from homelessness

Known Veterans Experiencing Houselessness Trend Line



Performance Clackamas Goal:
Zero Unsheltered Homeless Veterans



Clackamas County Veterans Services Office

Monday-Thursday
7 a.m. to noon
1 p.m. to 5 p.m.

Call 503-650-5631

Email

veterans@clackamas.us

Website

<http://www.clackamas.us/socialservices/veterans.html>



Housing and Employment

HOUSING ASSISTANCE

Phone: 503-655-8575

Email: cha@clackamas.us

Online application

<https://www.clackamas.us/communitydevelopment/cha>

EMPLOYMENT ASSISTANCE

Phone: 503-655-8840

Email: Workforce@clackamas.us

Website:

<https://www.clackamas.us/cfcc/employment.html>

Monday-Thursday 8:00 a.m. to 5 p.m. by appointment. Services available in person and virtually

VETERANS DAY

November 11, 2021



HERE REPOSES IN
HONOURED GUARD
AN AMERICAN
SOLDIER
UNKNOWN BUT TO GOD

HONORING ALL WHO SERVED



www.va.gov



Draft

Approval of Previous Business Meeting
Minutes:
October 28, 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, October 28, 2021 – 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Martha Schrader
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Sonya Fischer

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

COVID-19 Updates

I. HOUSING AUTHORITY CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

1. Approval to execute a contract between Housing Authority of Clackamas County (HACC) and Impact NW to provide Supportive Housing Case Management and Housing Navigation and Placement. Contract value not to exceed \$267,225.00 funded through Supportive Housing Services Program funds. No County General Funds Involved.
2. Approval of a 3 year lease of the HACC owned office space at 146 Molalla Ave, Oregon City to Central City Concern for the administration of the LEAD® program in Clackamas County generating lease revenue of \$5,400 annually with an annual increase of 3%. No County General Funds Involved.

Commissioner Leenstra: I move we approve the Housing Authority Consent Agenda.

Commissioner Fischer: Second

Clerk Bork called the Poll

Commissioner Leenstra: Aye.

Commissioner Savas: Aye

Commissioner Fischer: Aye

Commissioner Shull: Aye

Commissioner Schrader: Aye

Chair Smith: Aye.–the motion carries 6-0

II. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

B. Health, Housing and Human Services

1. Approval of Amendment #03 to Subrecipient Agreement with Cascadia Behavioral Healthcare, Inc. for Residential Treatment Services. Amendment extends the term of the Agreement to December 31, 2021, with no change to Agreement cost. No County General Funds involved – *Behavioral Health*
2. Approval of Change Order #6 between Clackamas County and Ankrom Moisan Associated Architect, Inc. for the Sandy Health Clinic Project. This change order adds \$21,534.64. New total contract value is \$314,785.64. Funded through the Health Centers Fund Balance. No County General Funds Involved – *Health Centers*

3. Approval to accept funding from Oregon School-Based Health Alliance (OSBHA) for School Based Health Center program funds. Funding agreement is for \$8,000. No County General Funds are involved. – *Health Centers*
4. Approval to apply for the University of Baltimore – Combating Overdose through Community – Level Intervention (COCLI) to expand Project Hope. Maximum grant award is \$300,000. No County General Funds are involved. – *Public Health*

C. Technology Services

1. Approval of a Contract with CenturyLink Communications LLC to establish an updated Master Service Agreement for external connections to the Public Telecommunications Network and enhanced services in all Clackamas County buildings and offices. Total contract value is \$840,000 funded through direct billings to Departments, some of which are funded through County General Funds, and external agency billings.

D. Finance

1. Approval of Public Improvement Contract with R.L. Reimers Company for the Secure Parking Lot Expansion Project at the Central Utility Plant. Total contract value is \$319,225, funded through County General Funds.

E. Business and Community Services

1. Approval of Contract Amendment #3 between Clackamas County and Oregon City Chamber of Commerce to provide Business Recovery Center services in support of the local business community impacted by the COVID-19 pandemic. Amendment #3 adds \$50,000 for a new total contract value of \$155,026. Funded through Oregon State Lottery Funds. No County General Funds are involved.
2. Approval of Contract Amendment #3 between Clackamas County and Sandy Area Chamber of Commerce to provide Business Recovery Center services in support of the local business community impacted by the COVID-19 pandemic. Amendment #3 adds \$50,000 for a new total contract value of \$152,320. Funded through Oregon State Lottery Funds. No County General Funds are involved.
3. Approval of Contract Amendment #3 between Clackamas County and Canby Area Chamber of Commerce to provide Business Recovery Center services in support of the local business community impacted by the COVID-19 pandemic. Amendment #3 adds \$50,000 for a new total contract value of \$162,366. Funded through Oregon State Lottery Funds. No County General Funds are involved.
4. Approval of Contract Amendment #3 between Clackamas County and Lake Oswego Chamber of Commerce to provide Business Recovery Center services in support of the local business community impacted by the COVID-19 pandemic. Amendment #3 adds \$50,000 for a new total contract value of \$163,520. Funded through Oregon State Lottery Funds. No County General Funds are involved.
5. Approval of Contract Amendment #4 between Clackamas County and North Clackamas County Chamber of Commerce to provide Business Recovery Center services in support of the local business community impacted by the COVID-19 pandemic. Amendment #4 adds \$50,000 for a new total contract value of \$193,145. Funded through Oregon State Lottery Funds. No County General Funds are involved.
6. Approval of the Sale and Transfer of a remnant parcel of County Property adjacent to SW Frog Pond Lane to Donnie L. Martin for \$1000. No County General Funds are involved.

F. Disaster Management

1. Approval of a Contract with AshBritt, Inc. for On-Call Disaster Debris Removal and Disposal Services. As an on-call disaster response contract, funding is not identified in advance. General funds may be used, but will be identified and approved by the Board as needed.
2. Approval of Amendment #1 to the State Homeland Security Grant Agreement #19-214 between Clackamas County and the State of Oregon for 3 Shelter Trailers. Amendment #1 extends the duration of the existing agreement to July

31, 2022. Total agreement value remains \$36,300 funded through the Oregon Office of Emergency Management. No County General Funds are involved.

G. Transportation and Development

1. Approval of Annual Intergovernmental Agreement with Metro to Implement the FY 21-22 Annual Waste Reduction and Recycle at Work Program. This will provide \$506,422 in funding to the County for Fiscal Year 20-21. No County General Funds are involved.
2. Approval of the Second Amendment to an Intergovernmental Agreement for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services. Clackamas County's Building Codes Division pays a rate of \$57.89 per hour for work performed by the City of Beaverton and the total dollar amount is based on the hours worked during the timeframe of this agreement. Funding is through revenue from fees for permitting and plan reviews. No County General Funds are involved.
3. Approval of Amendment #4 with David Evans and Associates, Inc. for the South End Road at Milepost 3.8. Amendment #4 adds \$366,982.82 for a new total of \$996,024.29 with funding through the federal emergency relief funds (\$329,293.68) and a County Road Fund Match of 10.27% (\$37,689.14). No County General Funds are involved.

Commissioner Schrader: I move we approve the Consent Agenda.

Commissioner Shull: Second

Clerk Bork called the Poll

Commissioner Schrader: Aye.

Commissioner Savas: Aye

Commissioner Fischer: Aye

Commissioner Shull: Aye

Chair Smith: Aye.–the motion carries 5-0

III. WATER ENVIRONMENT SERVICES CONSENT AGENDA

<https://www.clackamas.us/meetings/bcc/business>

1. Approval of Contract Amendment #2 between Water Environment Services and Otak, Inc for the Water Environment Services & Happy Valley Storm System Master Plan. Amendment #2 adds \$215,602 for targeted basin planning and expanded Capital Improvement Plan development. New Contract total is \$692,601 funded through WES Surface Water Operating Funds. No County General Funds are involved.

Commissioner Shull: I move we approve the Water Environment Services Consent Agenda.

Commissioner Schrader: Second

Clerk Bork called the Poll

Commissioner Fischer: Aye

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye

Chair Smith: Aye.–the motion carries 5-0

IV. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Open Public Comment

General Public Comment in Person:

1. Elvis Clark - Milwaukie
2. Les Poole - Damascus

General Public Comment Zoom:

1. Angela Nylund – Boring
2. Cris Waller – Jennings Lodge
3. Christine Kennedy – Lake Oswego

Closed Public Hearing

V. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

VI. COMMISSIONERS COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Adjourned 11:18 AM

Dear Honorable Chair Smith; Vice Chair Savas; Commissioners Schrader, Fischer, and Shull; Administrator Schmidt:

Re: Agenda IV, Public Communication, Board of County Commissioners Business Meeting, October 28, 2021

Re: Oak Lodge Governance Project study by EcoNorthwest released September 2021

It is being said by Oak Lodge Governance Project spokespersons that this economic study shows it is feasible to incorporate the Oak Grove and Jennings Lodge areas.

But I would ask feasible for whom?

This study also shows homeowners would incur **higher property taxes if incorporated**. If annexed into the City of Milwaukie, typical homeowners in the Oak Grove and Jennings Lodge area (Oak Lodge) would see property taxes increased by **\$1,000 per year** (over 15% increase). If Oak Lodge were instead incorporated into its own city, it is estimated property taxes would increase by a few hundred dollars per year.

But – as to the latter - in studying incorporating Oak Lodge into its own City, the **study** very likely **underestimates the increase in property taxes**. I say this because at the October 19th presentation of this study to the Milwaukie City Council, the **Mayor of Milwaukie states the estimate for the required general fund for this new City is seemingly very low**; the mayor noting, for example, that the cost of police services alone eats up more of Milwaukie's general fund budget than the study's entire General Fund estimate for this hypothetical new City.

Also at this October 19 meeting, the study's analysts note there is likely substantial **start-up costs for forming a completely new City, and that these costs were not a part of the estimated property tax impacts**.

Other troubling aspects to this Oak Lodge Governance project:

The Oak Lodge Governance Project spokesperson reveals a bias towards policies generally antithetical to the freedom and wellbeing of existing Oak Lodge residents.

First, this spokesperson talks about too many cars along McLoughlin Boulevard - as in I think what this spokesperson really means is: I don't like other people having cars.

Second, this spokesperson wants to burden existing residents with a private property tree code. This smacks of a lack of trust in homeowners managing their own property, and the desire to invoke the hand of government force.

Third, this spokesperson fantasizes about bringing more sidewalks to Oak Lodge via incorporation; but I can tell you the City of Milwaukie by comparison lacks much of these same improvements, as the City Engineer rates about 50% of Milwaukie's roads as being of poor and deteriorating quality.

The Oak Lodge Governance Project is relatively few in membership size; and yet that these few planning and bigger government enthusiasts can receive over \$100,000 in grant monies from Metro regional government for this study seems unfair to those who do not wish incorporation. **Where is the \$100,000 to study the benefits of being free from an additional layer of government – run by a handful of people with a tendency to layer on new burdens and costs onto its residents?**

As to the latter, in last week's Portland Tribune (10/20/21) it is reported that in Washington County, the fastest population growing areas are in un-incorporated areas. It is reported the reason for the attraction to settling in unincorporated areas is the American Dream – A Single Family House and Yard. I should say the latter is true prosperity, and it should be encouraged more regionally - by building out the urban area and not just in and up.

For these underlying reasons, **I am supportive of Thelma Haggemiller**, long time Oak Grove community activist; and **her pursuit of having the Oak Lodge Water Services District made an Authority.**

p.s I have friends in the Oak Grove study area which oppose their incorporation.

Sincerely,
Elvis Clark
Milwaukie, Oregon 97222

Dear Honorable Chair Smith; Commissioner Savas, Schrader, Fischer, Shull and Administrator Schmidt,

Re: Agenda IV, Public Communication, Board of County Commissioners Business Meeting, Oct 28, 2021

Re: Oak Lodge Governance Project study by EcoNorthwest released September 2021

Oak Grove people like their privacy, they like living close to a major roadway (Superhighway 99 – McLaughlin Blvd.) for an easy drive to work and easy access to shops. Oak Grove residents enjoy this quiet suburb community. We enjoy varied housing styles, from huge senior high-rise facilities, trailer home parks, apartments, single family homes and a few old estates. We are diverse economically and socially. We like small privately owned business, like Olson's garage, who has thrived for many years, like family restaurants - Rigobertos, auto detail businesses and even the famous dealerships the Trailblazers -Seaport Auto dot com - have advertised on McLaughlin auto row. These businesses make money, employ many people and pay taxes to keep government services going. We don't want to pay for another layer of government which a city (we hope it is honest) I currently pay Clackamas County \$400. a month in property taxes to live here. Do not take the bait of the Metro planners who funded this incorporation study project and want us to incorporate so they can run the Metro light rail up to Oregon City. Transportation data shows Metro is a financial black hole. Ridership is way down. We do not need sidewalks. We do not have a walking problem here. We do not have a roadway congestion here. We have a "control" problem with the government - that is the only thing that needs fixing. These studies were conducted with little Oak Grove citizen input over zoom. It is hard to say how many true residents even responded to the Survey monkey type questions, fewer than 100 out of a 30,000 population. Other Portland neighborhoods exist well unincorporated, like Cedar Mill - functions fine - unincorporated. They have their own newsletter, businesses etc.

I am not in favor of Oak Grove becoming a city. If put to a fair vote, residents would vote no as they have in the past. Kathy Najdek - Oak Grove Oregon. 97267

November 10, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #02 to a Subrecipient Agreement with Lifeworks NW for Intensive Case Management Services. Amendment adds \$44,301.60 to the Agreement, increasing the maximum grant value to \$354,412.80. Funding through State of Oregon, CMHP funds.
No County General Funds involved.

Purpose/Outcomes	To provide Intensive Case Management (ICM) services to eligible Clackamas County residents.
Dollar Amount and Fiscal Impact	Amendment adds \$44,301.60, increasing the contract maximum value to \$354,412.80. Amendment ensures there will be no gap in services while a formal procurement process is conducted for these services.
Funding Source	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized.
Duration	Effective October 1, 2021 and terminates on December 31, 2021.
Previous Board Action/Review	Agreement reviewed and approved November 5, 2020, Agenda Item 110520-A2, and Amendment #01 July 29, 2021, Agenda Item 072921-A1.
Strategic Plan Alignment	Ensure safe, healthy and secure communities through the provision of mental health services.
Counsel Review	Reviewed and approved October 21, 2021 Andrew Naylor
Procurement Review	Was this item reviewed by Procurement? No Review not required for subrecipient agreements and amendments.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
Agreement No.	9495 (20-035)

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #02 to Subrecipient Agreement #9495 (20-035) with Lifeworks NW for providing Intensive Case Management (ICM) services to residents who are eligible Clackamas County residents. LifeWorks NW is a not-for-profit behavioral health agency that promotes a health community by provided quality and culturally responsive mental health and addiction services across the lifespan. The Behavioral Health Division has collaborated with Lifeworks Northwest for behavioral health services since 2005.

Intensive Case Management Services are provided with evidence-based, culturally and linguistically appropriate clinical services and strategies with support mental health recovery for Clackamas County clients. Services include, but are not limited to, mental health assessment,

treatment planning, coordination of care, client family and group therapy, mental health and addiction services, hospital discharge planning, psychiatric assessment and medication evaluation, management and/or monitoring, access to resources, support services, family support and education, and substance abuse services. As well as activities to promote symptom stability, physical health, and restoration of personal, community living and social skills.

This Amendment, effective October 1, 2021 through December 31, 2021, adds \$44,301.60 to the value of the Agreement. The Amendment is being issued to ensure that there is no gap in services while a formal procurement process is conducted.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing and Human Services

Subrecipient Amendment

Subrecipient Agreement Number: 20-035 A.2 (BH
9495)

Board Order Number: N/A

Department/Division: H3S/Behavioral Health

Amendment No. 02

Subrecipient: LifeWorks NW

Amendment Requested By: Mary Rumbaugh

Changes: Scope of Service
 Agreement Time

Agreement Budget
(X) Other: Update reporting contact

Justification for Amendment:

This Amendment #2 is entered into between LifeWorks NW ("Subrecipient") and Clackamas County ("County") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on November 5, 2020. The purpose of this Amendment #2 is to extend the term of Agreement an additional three (3) months through December 31, 2021, and to add funds for the additional months of service.

The Agreement provides for Intensive Case Management services to Clackamas County clients.

Maximum compensation is **increased by \$44,301.60** to a revised value of **\$354,412.80**. This Amendment #2 is effective **upon signature** and continues through **December 31, 2021**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND Section 1 of the Agreement:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **January 1, 2020** and shall expire on **September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **January 1, 2020** and shall expire on **December 31, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

AMEND Section 4 of the Agreement:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159). The maximum, not to exceed, grant amount that COUNTY will pay is **\$310,111.20**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**.

Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$310,111.20**

in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (**CFDA 93.958**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Mental Health Block Grant (MHBG) funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**). The maximum, not to exceed, grant amount that COUNTY will pay is **\$354,412.80**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**.

Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$354,412.80**

in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) (**CFDA 93.958**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Mental Health Block Grant (MHBG) funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

AMEND the following portion of Exhibit B, Subrecipient Program Budget:

Subrecipient shall be compensated a capacity payment, for **nine (9) slots**, of **\$14,767.20 per month**, not to exceed **\$310,111.20** for the term of the Agreement.

TO READ:

Subrecipient shall be compensated a capacity payment, for **nine (9) slots**, of **\$14,767.20 per month**, not to exceed **\$354,412.80** for the term of the Agreement.

AMEND Section 2 of Exhibit D, Required Financial Reporting and Reimbursement Request:

2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by October 10, 2021 for September 30, 2021 expenses.

TO READ:

2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by **January 10, 2022** for **December 31, 2021** expenses.

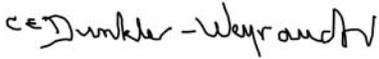
[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to be executed by their duly authorized officers.

LIFEWORKS NW

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**



10/19/2021

Authorized Signature

Date

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Connie Dunkle-Weyrauch, CFO/VP of Finance
Name / Title (Printed)

Tootie Smith, Chair

Date

Approved as to form:



November 10, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement Amendment #3 with
Metropolitan Family Services for continuation of Kindergarten Partnership Innovation Services
in Clackamas County Agreement is increased by \$138,405.90 funded through Oregon Early
Learning Division
No County Funds are involved

Purpose/Outcome	Metropolitan Family Services (MFS) will continue to provide culturally-responsive Kindergarten Partnership Innovation (KPI) services that increase Kindergarten readiness for pre-kindergarten children and families living in Clackamas County. <ul style="list-style-type: none"> • Ready Set Go!– a culturally responsive program to help transition children and their parents into kindergarten • Kindergarten Readiness – workshops for children and parents supporting ready kindergarten practices intended to build early literacy, critical thinking, and social/emotional skills
Dollar Amount and Fiscal Impact	Amendment #3 adds \$138,405.90 for a maximum value of \$307,123.90 and extends the end date to June 30, 2023. No County General Funds involved.
Funding Source	State of Oregon, Dept of Education through its Early Learning Division - Kindergarten Innovation Partnership Grant
Duration	This amendment is effective October 1, 2021 for services ending June 30, 2023.
Previous Board Action/Review	Previous Board Action: 7/15/21 Board Issues Date: 11/9/21
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 10/6/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC 9477

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Subrecipient Grant Amendment #3 with MFS for the

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

continuation of KPI services. MFS was selected through a competitive process in 2019 to provide culturally responsive evidence-based Early Learning programming and workshops to children and families to support a smooth transition into Kindergarten and strengthen connections and collaborations between the early care and education sector systems.

This Local Subrecipient Grant Agreement Amend #3 is effective upon signature by all parties for services starting on October 1, 2021 and terminating on June 30, 2023. This Amendment #3 adds \$138,405.90 for a maximum value of \$307,123.90.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing & Human Services

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

<u>Local Recipient Agreement Number: 9477</u>	<u>Board Order Number: 071521</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 3</u>
<u>Local Recipient: Metropolitan Family Services</u>	<u>Amendment Requested By: Adam Freer</u>
Changes: <input type="checkbox"/> Scope of Service	<input checked="" type="checkbox"/> Agreement Budget
<input checked="" type="checkbox"/> Agreement Time	<input type="checkbox"/> Other:

Justification for Amendment:

This Amendment #3 is entered into between Metropolitan Family Services (“SUBRECIPIENT”) and Clackamas County (“COUNTY”), acting by and through its Health, Housing & Human Services Children, Family and Community Connections (CFCC) Division and shall become part of that Subrecipient Grant Agreement (“Agreement”) entered into between both parties on October 28, 2019.

Metropolitan Family Services (MFS), a local non-profit organization, was selected through a competitive process in 2019 to provide community and school partnerships and innovations that result in measureable increases in readiness for pre-kindergarten children aged 3-5 years living in North Clackamas County.

This Amendment #3 adds to the maximum compensation and extends the end date for continuity of program service delivery to provide culturally responsive evidence-based Early Learning programming and workshops to children and parents to support a smooth transition into Kindergarten and strengthen connections and collaborations between the early care and education sector systems.

Maximum compensation is increased by \$138,405.90 for a revised maximum of \$307,123.90. Amendment #3 becomes effective when it is fully executed for services beginning October 1, 2021 and terminating on June 30, 2023.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with “***bold/italic***” font for easy reference.

Amend Recital:

2. **SUBRECIPIENT** will facilitate Ready Set Go! and Make Parenting a Pleasure family workshops. These workshops are culturally responsive-programs dedicated to help transition children and their parents into kindergarten. These Early Learning models bring children, caregivers and parents together in a rich learning environment through parent-child interaction groups, home visits, story times, evening family activities and engagement events, and kindergarten readiness workshops for family’s pre-kindergarten aged children as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.

To Read:

2. **SUBRECIPIENT** will ***continue to facilitate family workshops***. These workshops are culturally responsive-programs dedicated to help transition children and their parents into kindergarten. These Early Learning models bring children, caregivers and parents together in a rich learning environment through parent-child

interaction groups, home visits, story times, evening family activities and engagement events, and kindergarten readiness workshops for family’s pre-kindergarten aged children as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.

AMEND:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Amendment may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2021 and not later than September 30, 2021, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this **Amendment #3** may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2021 and not later than June 30, 2023**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

2. **Grant Funds.** COUNTY’s funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY (\$156,325) and Oregon State University Student Success Act funds (\$12,393). The maximum, not to exceed, grant amount COUNTY will pay on this agreement is \$168,718.

TO READ:

2. **Grant Funds.** COUNTY’s funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY (**\$294,730.90**) and Oregon State University Student Success Act funds (\$12,393). The maximum, not to exceed, grant amount COUNTY will pay on this agreement is **\$307,123.90**.

ADD:

Exhibit A-1 SCOPE OF WORK

**EXHIBIT A-1
SCOPE OF WORK (October 1, 2021-June 30, 2023)**

PROGRAM GOALS

Kindergarten Readiness Partnership & Innovation Program is intended to:

- I. Promote community and school partnerships that improve children’s readiness for kindergarten, in alignment with the goals, objectives, and strategies in *Raise Up Oregon* (<https://oregonearlylearning.com/raise-up-oregon>).
- II. Strengthen connections and collaboration between the early care and education sector and local kindergarten-grade 12 (k-12) systems and schools by investing in innovating and promising models for early learning/K-12 integration across the state that can be scaled and replicated.
- III. Build a body of evidence that Oregon can use to create stronger alignment between its early care and education and K-12 sectors.

PROGRAM ACTIVITIES

Metropolitan Family Services **will continue** to offer Ready Set Go! workshops. Ready Set Go! is a culturally responsive early learning model that brings children (three to five years old) and their caregivers together in a rich learning environment where Parent-Child Interaction Groups, Parenting Groups, and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success.

Kindergarten Readiness: Workshops for children and parents supporting ready for kindergarten practices intended to build early literacy, critical thinking, and social/emotional skills.

Ready Set Go!: families in North Clackamas will receive home visits or individual meetings to connect them with behavioral, social, emotions, or community resources to meet the needs of their children and family situation.

be facilitated in person or virtually.	functioning, parent/child relationship or parenting knowledge /skills. (measured by Workshop Evaluation and/or PSL)									
Kindergarten eligible children participating in RSG pre-k programs will be connected with their local elementary school prior to June 30, 2023	85% of eligible RSG children will be registered for kindergarten by June 30, 2021	# Children eligible to register for kindergarten								
		# Children registered for Kindergarten by June 30, 2023								
By June 30, 2023, a minimum of 60 RSG families will be served through in home visits or individual meetings. Individual meetings must be at least 20 minutes in length.	5% of families who were provided with home visits/individual meetings will be connected to behavioral, social, emotional or community resources meeting the needs of their children and family situation	# Families receiving home visits, individual meetings								
		# Families connected to behavioral, social, emotional, community resources/supports that meet their needs								

Reporting Requirements

Monthly report, general ledger and reimbursement request

- No later than the 15th of every month
- Chelsea Hamilton (chamilton@clackamas.us) and Stephanie Radford (sradford@clackamas.us)

Quarterly Report and Demographic Data Form & Project Testimonial

- Program reports are due by the 15th of the month following the close of each quarter.
- Final programming reporting for the contract must be completed by July 15, 2023.

Testimonial or story

Please provide two testimonials or stories related to your quality work with families for each site you provide services. Completed testimonial due by July 15, 2023 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

Creation and Distribution of Educational Materials and Resources

Please send all program marketing materials to chamilton@clackamas.us prior to community distribution. Please include the Early Learning Hub of Clackamas County logo on all materials developed for programs funded through this contract.

ADD:

Exhibit B: Budget

EXHIBIT B: BUDGET			
MFS- KPI Amend 3			
Organization:	Metropolitan Family Services		
Funded Program Name:	KPI	Contract: 9477 - Amend 3	
Program Contact:	Amy Corbett		
Agreement Term:	October 1, 2021 - June 30, 2023		
Approved Award Budget Categories	Budget (10/1/21-6/30/23)	Approved Budget	Match
Personnel (List salary, FTE & Fringe costs for each position)			No match is required on this award
Program Manager .125 FTE	\$ 14,016.02	\$ 14,016.02	
Program Coordinator .90 FTE	\$ 76,901.76	\$ 76,901.76	
Program Assistant			
Fringe	\$ 24,702.12	\$ 24,702.12	
Total Personnel Services	\$ 115,619.90	\$ 115,619.90	
Administration			
Materials/Supplies	\$ 2,400.00	\$ 2,400.00	
Additional (please specify)			
Professional Development/training/Conferences	\$ 3,000.00	\$ 3,000.00	
Client assistance (bus tickets, etc.)		\$ -	
Total Programmatic Costs	\$ 5,400.00	\$ 5,400.00	
Admin: 15% Of Personnel and Program Costs	\$ 17,386.00	\$ 17,386.00	
Total Grant Costs	\$ 138,405.90	\$ 138,405.90	

ADD:

Exhibit D-1 Reimbursement Request

Exhibit D-1: KPI A3 REIMBURSEMENT REQUEST				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) . 				
Contractor:	Metropolitan Family Services			
Address:	1808 Belmont St		Report Period:	
	Portland, OR 97214			
Contact Person:	Amy Corbett		Contract: KPI 9477 Amend 3	
Contract Period:	October 1, 2021-June 30, 2023			
Budget Category	Approved Budget (10/1/21-6/30/23)	Current Draw Request	Previously Requested	Balance
Personnel				
Program Manager .125 fte	\$ 14,016.02	\$ -	\$ -	\$ 14,016.02
Program Coordinator .95 fte	\$ 76,901.76	\$ -	\$ -	\$ 76,901.76
Progrant Assistant				
Fringe	\$ 24,702.12	\$ -	\$ -	\$ 24,702.12
Total Personnel	\$ 115,619.90	\$ -	\$ -	\$ 115,619.90
Administration				
Administration 15% (combined personnel & program)	\$ 17,386.00	\$ -	\$ -	\$ 17,386.00
Total Administration	\$ 17,386.00	\$ -	\$ -	\$ 17,386.00
Program				
Materials & Supplies	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00
Additional (please specify)				
Professional Development (training/conferences)	\$ 3,000.00			\$ 3,000.00
Client Assistance				\$ -
Total Program	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00
Total Grant Funds Requested	\$ 138,405.90	\$ -	\$ -	\$ 138,405.90
By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.				



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

November 11, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Local Agency Agreement #34887 an Oregon Department of Transportation delivered Federal Project on behalf of Clackamas County for
East Systemic Signals and Illumination Construction

Purpose/Outcomes	Construction of safety improvements at some intersections on Sunnybrook Blvd., Sunnyside Road, Johnson Creek Blvd. and Oatfield Road to reduce crashes.
Dollar Amount and Fiscal Impact	\$70,000 County Match \$3,647,370 Federal Funds
Funding Source	Road Fund for County Match
Duration	At time of IGA execution and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
Previous Board Action	08/16/2018: Approval of original IGA #32726 11/4/2021: Approval of amendment #1 for IGA #32726-1 removing construction phase 11/09/2021: Discussion item at issues for IGA #34877 for construction phase
Counsel Review	This agreement has been reviewed by County Counsel on September 30, 2021; NB
Procurement Review	NA: ODOT will lead construction contract
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities.
Contact Person	Joseph Marek, Traffic Safety Program Manager – (503) 970-8987
Contract No.	34887

BACKGROUND:

The Oregon Department of Transportation (ODOT), All Roads Transportation Safety Program (ARTS) addresses safety needs on all public roads in Oregon. Federal funds from the Highway Safety Improvement Program and local agency funds are used for this program.

The local agency original East Systemic Signals and Illumination agreement #32726 was recently amended to remove the construction elements of the project, allowing ODOT to combined two similar projects into a single project. This proposed local agency agreement #34887 is for the construction of items designed under local agency agreement #32726.

With the Clackamas County and ODOT ARTS projects being combined into a single construction project, this local agency agreement caps the required local agency match to \$70,000. The \$70,000 match is based on the final cost estimate for construction of County items only and was done due to the difficulty in tracking expenses related to each agency's items during construction. The federal funds available for this project is \$3,647,370 and all construction services will be completed by ODOT.

This current ARTS project includes construction of safety improvements at signalized intersections as identified in exhibit A. The proposed project focuses on reducing fatal and serious injury crashes in alignment with the adopted Oregon Department of Transportation – Transportation Safety Action Plan and consistent with the County's adopted Transportation Safety Action Plan.

This agreement is effective from date of all signatures through FFY 2024-2027 or when the project is completed.

Section 8 of the Terms of Agreement does require that the County guarantee the availability of funding for the project which will likely span more than one fiscal year. Recognizing that commitment to funding isn't guaranteed across fiscal years, this is standard language used in ODOT/Agency agreements and was negotiated with AOC and LOC.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this agreement with Oregon Department of Transportation.

Respectfully submitted,

Joseph Marek

Joseph Marek,
Traffic Safety Program Manager, Department of Transportation and Development

Attachments:
Exhibit A
IGA

Exhibit A – Project Location and Scope of Work

As part of the Project set forth in this Agreement, State will construct the following improvements at the following locations:

ARTS ID #	Location	Improvements
36	Sunnybrook Boulevard: Oak Bluff Blvd to 97 th Ave	Install supplemental signal heads, reflectorized backplates, coordinated or adaptive signal timing, and actuated advance warning dilemma zone along Sunnybrook Blvd at Oak Bluff Blvd, 93 rd Ave, I-205 southbound, I-205 northbound, and 97 th Ave
37	Sunnyside Road: Valley View Terrance to 132 nd Avenue	Install reflectorized backplates, supplemental signal heads, and actuated advance warning dilemma zone protection systems along Sunnyside Rd at Valley View Terrace, 117 th Ave, 119 th Ave, and 132 nd Ave
38	Johnson Creek Boulevard: Fuller Road to 92 nd Avenue	Install reflectorized backplates, coordinated/adaptive signal timing, and dilemma zone protection system along Johnson Creek Blvd at Fuller Rd, I-205 southbound ramp, I-205 northbound ramp, and 92 nd Ave
39	Oatfield Road: Oak Grove Boulevard to Jennings Avenue	Install supplemental signal heads, reflectorized backplates along Oatfield Rd at Oak Grove Blvd, Concord Rd, Thiessen Road, Roethe Rd, and Jennings Rd. Replace doghouses at Roethe Rd with flashing yellow arrow.
148H	SE Sunnyside Road at SE 122 nd Avenue	Add reflectorized backplates. Add supplemental signal head for westbound left turn on existing SW signal pole riser; Install advance warning dilemma zone radar detection units for east and west approaches on NW and SE existing signal poles; Add one eastbound through signal head on existing SE signal pole mast arm and rearrange existing heads over travel lanes

**ODOT Delivered Project Federal Project
On Behalf of Clackamas County**
Project Name: East Systemic Signals and Illumination
Key Number: 20339

THIS AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" or collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform
2. Agency has agreed that State will deliver this project on behalf of the Agency. State is delivering all phases of the East Systemic Signals and Illumination project, including portions that were designed under Misc. Contracts and Agreements Number 32726, Key Number 20336. That project covered a portion of the project that Agency contributed to and now will be constructed together with State's portion in one package.
3. The Project was selected as a part of the All Roads Transportation Safety (ARTS) Program and may include a combination of federal and state funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
4. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the construction phase of the East Systemic Signals and Illumination project on behalf of Agency, hereinafter referred to as "Project." The location and description of the Agency's portion of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. The total Project cost is estimated at \$4,005,075, which is subject to change. Federal funds for this Project shall be limited to \$3,647,370. Agency shall be responsible for an amount not to exceed \$70,000 towards Project costs. Agency's initial deposit shall be \$58,038.80 for its share. If required for the Project, Agency will pay up to \$70,000. State is responsible for all Project costs beyond the federal and Agency funds. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
4. Federal funds under this Agreement are provided under Title 23, United States Code.
5. ODOT considers Agency to be a third party under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
6. With the exception of Americans with Disabilities Act of 1990 (ADA) related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
7. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at State expense.
8. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.

9. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
10. This Agreement may be terminated by mutual written consent of both Parties.
11. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
12. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
13. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
14. Americans with Disabilities Act Compliance:
 - a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, State shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;

- ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form; and
- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by County identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- c. Maintenance obligations in this section shall survive termination of this Agreement.

15. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are

incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

16. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
17. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
18. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
19. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
20. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
21. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
22. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the

specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.

23. State's Contract Administrator for this Agreement is Jennifer Bachman, 123 NW Flanders Street, Portland, OR 97209, 503-853-5378, Jennifer.l.bachman@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

24. Agency's Contract Administrator for this Agreement is Carl Olson, 150 Beaver Creek Road, Oregon City, OR 97045, 971-235-3260, COlson@clackamas.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #20339) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

Signature page to follow

CLACKAMAS COUNTY, by and through
its elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____
Agency Counsel

Date _____

Agency Contact:

Carl Olson
150 Beaver Creek Road
Oregon City, OR 97045
971-235-3260
colson@co.clackamas.or.us

State Contact:

Jennifer Bachman
123 NW Flanders Street
Portland, OR 97209
503-853-5378
Jennifer.l.bachman@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Delivery & Operations Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

By _____
State Traffic Roadway Engineer

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Jennifer O'Brien _____
Assistant Attorney General (If Over
\$150,000)

Date via email dated September 15,
2021 _____

Exhibit A – Project Location and Scope of Work

As part of the Project set forth in this Agreement, State will construct the following improvements at the following locations:

ARTS ID #	Location	Improvements
36	Sunnybrook Boulevard: Oak Bluff Blvd to 97 th Ave	Install supplemental signal heads, reflectorized backplates, coordinated or adaptive signal timing, and actuated advance warning dilemma zone along Sunnybrook Blvd at Oak Bluff Blvd, 93 rd Ave, I-205 southbound, I-205 northbound, and 97 th Ave
37	Sunnyside Road: Valley View Terrance to 132 nd Avenue	Install reflectorized backplates, supplemental signal heads, and actuated advance warning dilemma zone protection systems along Sunnyside Rd at Valley View Terrace, 117 th Ave, 119 th Ave, and 132 nd Ave
38	Johnson Creek Boulevard: Fuller Road to 92 nd Avenue	Install reflectorized backplates, coordinated/adaptive signal timing, and dilemma zone protection system along Johnson Creek Blvd at Fuller Rd, I-205 southbound ramp, I-205 northbound ramp, and 92 nd Ave
39	Oatfield Road: Oak Grove Boulevard to Jennings Avenue	Install supplemental signal heads, reflectorized backplates along Oatfield Rd at Oak Grove Blvd, Concord Rd, Thiessen Road, Roethe Rd, and Jennings Rd. Replace doghouses at Roethe Rd with flashing yellow arrow.
148H	SE Sunnyside Road at SE 122 nd Avenue	Add reflectorized backplates. Add supplemental signal head for westbound left turn on existing SW signal pole riser; Install advance warning dilemma zone radar detection units for east and west approaches on NW and SE existing signal poles; Add one eastbound through signal head on existing SE signal pole mast arm and rearrange existing heads over travel lanes

**ATTACHMENT NO. 1 to AGREEMENT NO. 34887
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as twenty (20) years.
3. Agency will pay the lump sum payment specified in Terms of Agreement Number 3 rather than follow the advanced deposit process laid out in Attachment No. 2.
4. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.330.

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7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

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- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
 13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not

meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

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31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be

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included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 49 CFR 29.510 regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in appendix A to 49 CFR part 29.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

November 10, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Settlement Agreement with Streamside Village Condominium Owners' Association and Acceptance of a Deed to Resolve Issues Related to an Encroachment Created by Improvements to Sunnybrook Blvd.

Purpose/Outcomes	To resolve long-standing issues related to an encroachment created by improvements to Sunnybrook Blvd.
Dollar Amount and Fiscal Impact	The Development Agency will pay Streamside the sum of \$9,285.59 to cover a portion of Streamside's legal and surveying fees incurred in the course of resolving the issues described below.
Funding Source	Development Agency
Duration	Upon execution; permanent
Previous Board Action	None
Strategic Plan Alignment	1. Build public trust through good government
Counsel Review	Reviewed and approved by County Counsel 10-26-21. NB
Procurement Review	Was this item processed through Procurement? No This item is a settlement agreement and acceptance of a deed.
Contact Person	Nate Boderman, Assistant County Counsel; 503-655-8364

In the early 2000's, property was acquired by the Development Agency for construction of Sunnybrook Boulevard. The roadway was constructed and necessary easements for public access, stormwater drainage and conservation were attached to the property. Following the closure of the Sunnybrook Construction Project, Agency staff determined that there was an encroachment (parking area) by Streamside Condominiums onto the property owned by the Development Agency. In 2009, the Development Agency deeded property to Streamside Village Condominiums to address the encroachment. As part of this transfer, the Agency inadvertently deeded more property to Streamside than was needed to resolve the encroachment issues and now has an agreement in place to have Streamside return the excess property.

Since 2013, Agency staff have worked off and on with Streamside Village Condominiums to take the steps necessary to reconfigure the property in a way that would allow Streamside to return the excess portion to the Development Agency. These efforts have involved an

amendment to the condominium plat to reconfigure the property, and the drafting of a deed and preparation of legal descriptions and exhibits to implement the transfer. After many years, both the Agency staff and Streamside have made progress and are in a position to finalize documents which will resolve all outstanding issues related to this matter. Along those lines, County Counsel's office has drafted a settlement agreement to provide payment from the Agency to Streamside in an amount of \$9,285.59 to cover a portion of Streamside's survey and legal costs. In exchange, Streamside will deed to the Agency a portion of property that was transferred to Streamside in 2009, but was above and beyond what was needed to resolve the original encroachment issue. The settlement agreement includes a full and final release and hold harmless provisions whereby the parties agree that any and all outstanding issues have been resolved.

RECOMMENDATION:

Staff respectfully requests that the Board approve the attached settlement agreement, and authorize the Chair to accept the attached deed on behalf of the Development Agency.

Respectfully submitted,

Dan Johnson

Dan Johnson - Director
Department of Transportation and Development

Attachments:
Settlement Agreement
Deed

Mutual Release and Settlement Agreement

Streamside Village Condominium Owners' Association ("Streamside"), and the Clackamas County Development Agency (the "Agency"), hereby agree to settle and release each other from further liability related to issues caused in connection with improvements to Sunnyside Road made in the vicinity of SE 110th Court, Clackamas, OR 97045, subject to the following terms and conditions:

1. Settlement and Payment. The Agency shall pay to Streamside the sum total of **nine thousand two hundred eighty five and 59/100 dollars** (\$9,285.59) and the Agency shall accept a deed from Streamside conveying property commonly identified as Tax Lot 301 on Clackamas County Assessor's Map #22E03B, as full and final payment in the above referenced matter. Acceptance of the deed is to remedy an inadvertent transfer of property that occurred from the Agency to Streamside previously, and the payment of funds noted above is to contribute to legal and surveying costs associated with amending the plat affecting the Streamside Village Condominium Owners' Association, to remedy those issues identified by Streamside brought about by the improvements to Sunnyside Road that were completed by the Agency.
2. Full and Final Release. Streamside hereby waives, discharges, and releases the Agency, Clackamas County, Water Environment Services, and their insurers, employees, elected officials, officers, directors, and agents, from all claims, actions, suits, and damages that were asserted or that could have been asserted in connection with the facts and events related to the above-referenced dispute. The Agency hereby waives, discharges, and releases Streamside, its insurers, employees, officers, directors, and agents, from all claims, actions, suits, and damages that were asserted or that could have been asserted in connection with the facts and events that gave rise to the above-referenced dispute.
3. No Admission of Liability. Nothing in this release and settlement agreement shall be construed to be or used as an admission of liability or fault by any party. No part of this agreement shall be admissible in any court or alternative dispute resolution proceeding for the purpose of proving liability, causation, or fault.
4. Indemnity and Hold Harmless. Streamside agrees to indemnify and hold harmless the Agency, Clackamas County, Water Environment Services, and their insurers, employees, elected officials, officers, directors, and agents for any and all claims and liabilities that were asserted or that could have been asserted in connection with the facts and events related to the above-referenced dispute. The Agency hereby agrees to indemnify and hold harmless Streamside, its insurers, employees, officers, directors, and agents for any and all claims and liabilities that were asserted or that could have been asserted in connection with the facts and events that gave rise to the above-referenced dispute.
5. Knowing Release. Each party declares that it fully understands the terms and provisions of this release and settlement agreement, and voluntarily accepts the above

terms and conditions for the purpose of making a full compromise and settlement of the disputed claims at issue in the above-referenced dispute.

6. Representations. The parties agree and acknowledge that this release agreement provides each party, Clackamas County, Water Environment Services, each party's insurers, employees, elected officials, officers, directors, and agents with the maximum legal protection possible against future claims or suits related to the claims at issue in the above-referenced dispute.

7. Entire Agreement. This Release and Settlement Agreement contains the entire agreement between the parties hereto and the terms and provisions of this Release and Settlement Agreement are contractual and not a mere recital.

THE UNDERSIGNED STATES THAT THEY HAVE READ THIS RELEASE AND SETTLEMENT AGREEMENT IN ITS ENTIRETY AND HAVE BEEN ADVISED TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF THEIR CHOOSING, AND NO PROMISE, INDUCEMENT, OR AGREEMENT NOT HEREIN EXPRESSED HAS BEEN MADE TO THEM, THAT THIS RELEASE AND SETTLEMENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, THAT THEY VOLUNTARILY AND KNOWINGLY ACCEPT ITS TERMS AND PROVISIONS.

Streamside Village Condominium Owners' Association

Rachel Phelps, President

Dated: _____

Clackamas County Development Agency

Tootie Smith, Chair

Dated: _____

GRANTOR'S NAME AND ADDRESS

Streamside Village Condominium
Owners' Association
12704 SE 110th Ct.
Clackamas, OR 97015

GRANTEE'S NAME AND ADDRESS

Clackamas County
2051 Kaen Road
Oregon City, OR 97045

AFTER RECORDING RETURN TO:

Clackamas County
2051 Kaen Road
Oregon City, OR 97045

UNTIL A CHANGE IS REQUESTED

SEND TAX STATEMENTS TO:

Clackamas County
2051 Kaen Road
Oregon City, OR 97045

BARGAIN AND SALE DEED

Streamside Village Condominium Owners' Association, an Oregon nonprofit corporation ("Grantor") conveys to Clackamas County, a corporate body politic ("Grantee"), the following described real property:

See Exhibit A attached hereto and incorporated herein by this reference.

The true consideration for this conveyance is \$-0-; however, the actual consideration consists of other property or value given and received, which is the whole thereof.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR

COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signatures and Acknowledgements on Following Page]

GRANTOR:

STREAMSIDE VILLAGE CONDOMINIUM OWNERS' ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 2019,
by _____ as _____ of Streamside Village
Condominium Owners' Association.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

The foregoing conveyance is hereby **ACCEPTED:**

CLACKAMAS COUNTY

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 2019,
by _____ as _____ of the Clackamas County.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A

PARCEL 1

A tract of land in the Southwest one-quarter of Section 34, Township 1 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point on the South line of said Section 34, a distance of 1602.2 feet East of the Southwest corner thereof, said point being on the East line of that tract of land conveyed to Harry J. Roman, et ux, by deed recorded October 26, 1961, in Book 594, Page 325, Clackamas County Deed Records; thence North along said East line 510.18 feet to the South line of Sunnyside Road and the true point of beginning; thence Easterly along said road, 138 feet to a point; thence South parallel to the East line of said Roman Tract, 63.5 feet to a point; thence West parallel to the South line of said Section 34, a distance of 138 feet, more or less, to the East line of said Roman Tract; thence North along said East line, 77.5 feet more or less, to the true point of beginning.

PARCEL 2

A tract of land being a portion of that parcel described in deed to L.J. Lott and Margaret L. Lott recorded March 8, 1961 in Book 584, Page 258, Clackamas County Deed Records, said tract of land also being a portion of Private Survey No. 20012, Clackamas County Survey Records, situated in the Southwest one-quarter of Section 34, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at the Southwest corner of said Section 34; thence South $88^{\circ}42'08''$ East

1602.26 feet to an iron pipe (found) on the East line of that parcel of land described in Quit Claim Deed to Rodolph Groeger recorded in Book 432, Page 347 of said Deed Records; thence along said East line North $02^{\circ}20'01''$ East, 107.07 feet to the true point of beginning of the tract herein described; thence continuing along said East line, North $02^{\circ}20'01''$ East, 325.00 feet; thence South $87^{\circ}39'59''$ East, 135.00 feet; thence North $02^{\circ}20'01''$ East 66.14 feet more or less, to the Southerly right-of-way line of Sunnyside Road; thence along said right-of-way line, South $82^{\circ}38'39''$ East, 280.00 feet; thence leaving said right-of-way line, South $32^{\circ}53'34''$ West, 118.00 feet; thence South $47^{\circ}56'00''$ West, 95.00 feet; thence South $30^{\circ}22'07''$ West, 250.00 feet; thence North $80^{\circ}11'23''$ West, 170.00 feet to the true point of beginning.

TOGETHER WITH AND SUBJECT TO EASEMENTS AND
RESTRICTIONS OF RECORD.



Gregory L. Geist
Director

November 10, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Lee Contractors for the Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement Project. Contract value is \$199,900 using WES Capital Improvement funds.
No general fund dollars used. - Procurement

Purpose/Outcome	Execution of Contract #4738 for the Bolton and River Street Force Main - CARV Vault 4 and Intertie Replacement. Contract value is \$199,900 using WES Capital Improvement funds. No general fund dollars used.
Dollar Amount and Fiscal Impact	Contract value \$199,900.00
Funding Source	WES Capital Improvement Funds. No general fund dollars used.
Duration	Contract execution through February, 2022.
Previous Board Action/Review	This item was presented at Issues on November 9, 2021.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, infrastructure Strategy and Performance and Operational Optimization. 2. This project aligns with the County's Strategic goal to Ensure Safe, Healthy and Secure Communities.
Counsel Review	Review date: October 28, 2021 Counsel: Amanda Keller
Procurement Review	Was the item processed through Procurement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Contact Person	Carmen Brown, Civil Engineer, Senior, 971-380-1225
Contract No.	4738

Background:

Clackamas Water Environment Services requested bids from Lee Contractors to replace the existing Combination Air Release Valve (CARV) Vault 4 and Intertie Valves for the Bolton and River Street sanitary sewer force main pipelines. The work includes replacing approximately 38 feet of 12-inch diameter ductile iron pipe (DIP), 20 feet of 16-inch DIP, two existing CARVs, two vacuum valves, an existing vault top and ladder, two 12-inch DI intertie gate valves, providing traffic and erosion control, and restoring the site.

This project replaces non-functioning intertie valves for the existing River Street and Bolton force main pipelines. Bolton and River Street pump station each convey sanitary sewer through their force mains from West Linn under the Willamette River to the Tri-City water resource recovery facility. If one sewer force main pipeline should fail, the intertie valves allow the other force main to be used in an emergency. Currently, two of five intertie valves are non-functional. This project replaces the two non-functional intertie valves.

This project also replaces a portion of the existing River Street and Bolton force main pipelines and valves that are severely corroded located within an existing vault. This piping and vault was recommended for improvement in the Clackamas County Sanitary Sewer System Master Plan (Jacobs, January 2019).

This work must be completed before the 2021/2022 wet weather season prior to upgrades at the Bolton and River Street pump stations anticipated for the summer of 2022

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on September 16, 2021. Bids were opened on September 30, 2021. The County received three (3) bids: Clackamas Constructions \$223,965.00, Lee Contractors \$199,900.00, and R.L. Reimers \$218,760.00. After review of the bids, Lee Contractors was determined to be lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with Lee Contractors for the Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement Project.

Respectfully submitted,



Greg Geist
Director, WES

Attachments: Contract #4738

PROCUREMENT



WATER ENVIRONMENT SERVICES
PUBLIC IMPROVEMENT CONTRACT
Contract #4738

This Public Improvement Contract (the "Contract"), is made by and between Water Environment Services, a political subdivision of the State of Oregon, hereinafter called "Owner," and Lee Contractors, LLC, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties.

Project Name: 2021-75 Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of One Hundred Ninety-Nine Thousand Nine Hundred Dollars (\$199,900.00) (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions of this Contract and the Contract Documents (defined below), hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid, as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof ("Contract Documents"):

- Notice of Contract Opportunity
• Supplemental Instructions to Bidders
• Bid Form
• Performance Bond and Payment Bond
• Supplemental General Conditions
• Payroll and Certified Statement Form
• Addenda 1, and 2
• Instructions to Bidders
• Bid Bond
• Public Improvement Contract Form
• Clackamas County General Conditions
• Prevailing Wage Rates
• Plans, Specifications and Drawings

2. Representatives.

Contractor has named Darren Lee as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

[X] Unless otherwise specified in the Contract Documents, the Owner designates Carmen Brown as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

[] Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Lane Alholinna shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Lane Alholinna shall be the Contractor's project manager and will participate in all meetings throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed

SUBSTANTIAL COMPLETION DATE: January 14, 2022

FINAL COMPLETION DATE: February 11, 2022

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Change Order Authorization.

Throughout the performance of the Work under this Agreement, the Owner's Project Manager is hereby granted the authority to verbally authorize change orders in the field for an amount up to \$10,000. As soon as possible following the authorization, the Owner's Project Manager shall complete the change order form provided by Clackamas County Procurement ("Procurement"), obtain the signature of Owner's Director or other authorized signatory, and submit the form to Procurement for processing. As soon as the Director signs off on the change order form, the Project Manager may then authorize another change order in the future for up to \$10,000 following the same procedure above. Each change order should include the cumulative cost of the entire change and may not be artificially broken up into multiple change orders to fall under the dollar threshold listed above. The authority granted to the Project Manager is limited by the Director's authorization to amend the Agreement under Clackamas County's Local Contract Review Board Rules and is subject to the discretion of the Director, who may suspend or restrict the Project Manager's ability to authorize change orders at any time for any reason.

6. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and Water Environment Services as additional insureds. Insurance certificates may be returned with the signed Contract or may emailed to Procurement@clackamas.us.

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Owner's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Owner shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and Owner may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state 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) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer Clackamas County Contract Form B-6 (3/2018)

or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

9. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Liquidated Damages

The Owner and the Contractor acknowledge and agree that if the Contractor fails to reach Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4 above, the Owner will suffer damages, which are both extremely difficult and impracticable to ascertain, and on that basis agree to the assessment by Owner of liquidated damages as provided in this Section. These damages may include, but are not limited to, use of the Project, costs associated with Contract administration, and use of temporary facilities. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of losses the Owner will suffer. The Owner may deduct such liquidated damages as are payable under this Section 11 from money due or to become due to the Contractor, or pursue any other legal remedy to collect such liquidated damages from the Contractor and/or its Surety.

If the Contractor fails to achieve Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4, the Contractor shall pay the Owner as liquidated damages the amount of \$655.00 for each day occurring after the expiration of the date for Substantial Completion until the Contractor achieves Substantial Completion of the entire Work.

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

13. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Signature page to follow.



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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Section B-2..... Instructions to Bidders

Section B-3..... Supplemental Instructions to Bidders

Section B-4..... Bid Bond

Section B-5..... Bid Form

Section B-6..... Public Improvement Contract

Section B-7..... Supplemental General Conditions

Section B-8..... General Conditions

Section B-9..... Performance Bond

Section B-10..... Payment Bond

Section B-11..... Project Information, Plans, Specifications and Drawings



**CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

**INVITATION TO BID #2021-86
Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement Project
September 16 2021**

Clackamas County ("County") on behalf of Water Environment Services through their Board of County Commissioners is accepting sealed bids for the Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement Project until **September 30, 2021, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

DELIVER BIDS TO: Clackamas County Procurement Division via email to procurement@clackamas.us

Bidding Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address: <https://oregonbuys.gov/bs0/view/login/login.xhtml>, Document No.S-C01010-00000775.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

Engineers Estimate: \$200,000.00

Contact Information

Procurement Process and Technical Questions: Tralee Whitley, twhitley@clackamas.us.

Bids will be opened and publicly read aloud at the above Delivery address after the Bid Closing. Bid results will also be posted to the OregonBuys listing shortly after the opening.

Prevailing Wage

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 1, 2021, which can be downloaded at the following web address: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
The Work will take place in Clackamas County, Oregon.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

Article 1. Scope of Work

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, Clackamas County General Conditions for Public Improvement Contracts (1/1/2020), Supplemental General Conditions, and Plans, Specifications and Drawings.

Article 2. Examination of Site and Conditions

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the

price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Architect (read "Engineer" throughout in lieu of Architect as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the Bidder may submit to the Architect a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by

impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the ORPIN listing and will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

Article 4. Security to Be Furnished by Each Bidder

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner

reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

Article 5. Execution of Bid Bond

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

Article 6. Execution of the Bid Form

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

Article 7. Prohibition of Alterations to Bid

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

Article 8. Submission of Bid

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

Article 9. Bid Closing and Opening of Bids

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for

receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the Procurement Website within a couple hours of the opening.

Article 10. Acceptance or Rejection of Bids by Owner

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

Article 11. Withdrawal of Bid

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the

submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

Article 12. Execution of Contract, Performance Bond and Payment Bond

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

Article 13. Recyclable Products

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

Article 14. Clarification or Protest of the Solicitation Document or Specifications

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Article 16. Disclosure of First-Tier Subcontractors

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to procurement@clackamas.us.



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

**Project Name: #2021-86
Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement
Project**

The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.

- 1. Closed buildings:** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, September 30, 2021. The Bid must be emailed to the following address:
Procurement@clackamas.us. **The email subject line must read “Bid for #2021-86 Bolton & River St Force Main.”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.

Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/81666031600>

Meeting ID: 816 6603 1600

One tap mobile

+12532158782,,81666031600# US (Tacoma)

+13462487799,,81666031600# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 816 6603 1600

Find your local number: <https://clackamascounty.zoom.us/u/kLn7wx88g>

**The Apparent Low bid results will be posted to the projects OPRIN listing as soon as possible following the bid opening.

- 2. Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within two (2) hours after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to Procurement@clackamas.us. “Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2021-86 Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement

We, Lee Contractors, LLC, as "Principal," (Name of Principal)

and Markel Insurance Company, an Illinois Corporation, (Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Water Environment Services and Clackamas County ("Obligee") the sum of (\$ 10% of Bid--)

Ten Percent of Total Amount Bid-- dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 2021-86) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 30th day of September, 2021.

Principal: Lee Contractors, LLC

Surety: Markel Insurance Company

By: [Signature] Signature

By: [Signature] Attorney-In-Fact

President Official Capacity

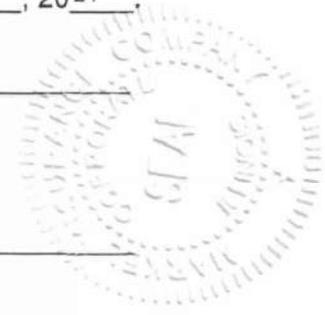
Gloria Bruning Name

Attest: [Signature] Corporation Secretary

PO Box 2808 Address

Portland, OR 97208 City State Zip

503-224-2500 Phone 503-224-9830 Fax



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Brent Olson, Gail A. Price, Gloria Bruning, Vicki Nicholson, Joel Dietzman, Andrew Choruby, Casey Geske, Sterling Drew Roddan, Richard Kowalski, Justin Cumnock, Amanda J. Lee, Scott Willis, Christopher A. Reburn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

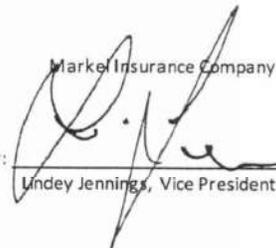
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 17th day of June, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



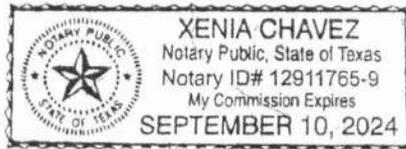
Markel Insurance Company

By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 17th day of June, 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 30th day of September, 2021.

SureTec Insurance Company
By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company
By: 
Andrew Marquis, Assistant Secretary





CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: 2021-86 Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement

BID CLOSING: September 30, 2021, 2:00 PM, Pacific Time

BID OPENING: September 30, 2021, 2:05 PM, Pacific Time

FROM: Lee Contractors, LLC
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division – procurement@clackamas.us

1. Bidder is (check one of the following and insert information requested):

- a. An individual; or
- b. A partnership registered under the laws of the State of _____; or
- c. A corporation organized under the laws of the State of _____; or
- d. A limited liability corporation organized under the laws of the State of Washington;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

one hundred ninety-nine thousand, nine hundred dollars and zero cents. Dollars (\$ 199,900.00)

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form

• ADDENDA numbered 1 through 2, inclusive (fill in blanks)

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: **N/A**

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with project specifications: **Provide the attached Bid Schedule with Bid.**

4. The work shall be completed within the time stipulated and specified in the contract documents.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of all Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

Anchor Insurance & Surety
(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned **HAS**, **HAS NOT** (check one) paid unemployment or income taxes in Oregon within the past 12 months and **DOES**, **DOES NOT** (check one) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 196535. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is WA State L&I, Policy No. 233,416-00, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive: Darren Lee, Cell Phone: (360) 723-5295
Project Manager: Darren Lee, Cell Phone: (360) 723-5295
Job Superintendent: Darren Lee, Cell Phone: (360) 723-5295
Project Engineer: Darren Lee, Cell Phone: (360) 723-5295

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

REMINDER: Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM Lee Contractors, LLC
ADDRESS 20901 NE 72nd Ave
B6, WA 98604
TELEPHONE NO (360) 723-5295
EMAIL estimating@leecontractorswa.com
SIGNATURE 1) N/A
Sole Individual
or 2) N/A
Partner
or 3) Ruby Lee
Authorized Officer or Employee of Corporation

***** END OF BID *****

**BOLTON AND RIVER STREET FORCE MAINS:
CARV VAULT 4 AND INTERTIE REPLACEMENT PROJECT (P632343)**

Bid Schedule

BID#2021-86

September 15, 2021

ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY	UNIT PRICE	TOTAL
A	MOBILIZATION, BONDS, INSURANCE AND DEMOBILIZATION	LS	1	1	\$ 15,000.00	\$ 15,000.00
B	EROSION AND SEDIMENT CONTROL	LS	1	1	\$ 2,500.00	\$ 2,500.00
C	BYPASSING	F_A	1	1	\$70,000.00	\$70,000.00
D	TEMPORARY TRAFFIC CONTROL, COMPLETE	LS	1	1	\$ 5,000.00	\$ 5,000.00
E	CARV VAULT REHABILITATION	LS	1	1	\$ 100,000.00	\$ 100,000.00
F	INTERTIE VALVE REPLACEMENT	LS	1	1	\$ 35,000.00	\$ 35,000.00
G	HMAC PAVEMENT RESTORATION	SYD	1	70	\$ 100.00	\$ 7,000.00
H	GRAVEL RESTORATION	SYD	1	70	\$ 60.00	\$ 4,200.00
I	SAWCUTTING	LF	1	120	\$ 10.00	\$ 1,200.00
TOTAL PROJECT CONSTRUCTION COST IN \$					199,900.00	

TOTAL PROJECT CONSTRUCTION COST WRITTEN:

Company Name: Lee Contractors, LLC

Authorized signature: *Pady Lee*

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: 2021-86 Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement

BID OPENING: September 30, 2021, 2:00 PM, Pacific Time

Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.

INSTRUCTIONS:

This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: Procurement@clackamas.us. It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. **ATTACH ADDITIONAL SHEETS IF NECESSARY.**

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	None	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: Lee Contractors, LLC

Bidder Signature: Darryl Lee Phone # (360) 723-5295

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST
(FORM 1)**

Prime Contractor Name: Lee Contractors, LLC

Total Contract Amount: \$199,900.00

Project Name: 2021-86 Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement Project

PRIME SELF-PERFORMING: Identify below **ALL** GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.

DOW BIDDER WILL SELF-PERFORM (GFE not required)
<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p style="margin: 0;"><u>Lee Contractors, LLC</u></p> <p style="margin: 0; text-align: center;"><u>will be performing</u></p> <p style="margin: 0; text-align: center;"><u>all work.</u></p> </div>
<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 97045 or email to procurement@clackamas.us within 2 hours of the BID/Quote Closing Date/Time

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#	<p style="font-size: 2em; margin: 0;"><u>None.</u></p>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

GFE SUBCONTRACTOR AND SELF-PERFORMED WORK LIST (FORM 1) cont'd

Prime Contractor Name: *Lee Contractors, LLC*

Total Contract Amount: *\$199,900.00*

Project Name: 2021-86 Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement Project

<p align="center">LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)</p>	<p align="center">Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors</p>	<p align="center">DOLLAR AMOUNT OF SUBCONTRACT</p>	<p align="center">If Certified or self-reporting MBE/WBE/ESB Subcontractor</p>		
			<p align="center">Check box <input checked="" type="checkbox"/></p>	<p align="center">MBE</p>	<p align="center">WBE</p>
<p>Name Address City/St/Zip Phone# OCCB#</p> <p align="center"><i>None</i></p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)**

Prime Contractor: *Lee Contractors, LLC.*

Project: 2021-86 Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement Project

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
<i>All City Paving, LLC.</i>	<i>Paving</i>	<i>7/23/21</i>	<i>7/29/21</i>	<i>NO answer</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>N/A</i>	<i>none bid received</i>	
<i>Alamo Paving Co.</i>	<i>Paving</i>	<i>7/23/21</i>	<i>7/29/21</i>	<i>No answer</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>N/A</i>	<i>none bid received</i>	
<i>Canyon Contracting LLC.</i>	<i>Paving</i>	<i>7/23/21</i>	<i>7/29/21</i>	<i>NO answer</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>N/A</i>	<i>none bid received</i>	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
SUPPLEMENTAL GENERAL CONDITIONS**

**PROJECT: 2021-86 Bolton and River Street Force Main-
CARV Vault 4 and Intertie Replacement**

The following modifies the January 1, 2020 Clackamas County General Conditions for Public Improvement Contracts (“County General Conditions”) for this Contract. Except as modified below, all other terms and conditions of the County General Conditions shall remain in effect.

The terms used in these Supplemental Conditions have the meanings stated in the Clackamas County General Conditions. Additional terms used in these Supplemental Conditions have the meanings stated below, which are applicable to both the singular and plural thereof. The address system used in these Supplemental Conditions is the same as the address system used in the Clackamas County General Conditions, with the prefix “SC” added thereto.

[Precedence of Contract Documents]

SC A.3.1(a)

Replace A.3.1 (a) through A.3.1 (e) with the following:

- a) Permits from outside agencies;
- b) The Contract including: exhibits (and addenda and any amendments thereto), Change Orders, engineer’s written interpretation and clarification, and the Notice to Proceed, with those of later date having precedence over those of an earlier date;
- c) Supplemental General Conditions;
- d) Clackamas County General Conditions (11/01/2017);
- e) Specifications – Division 01;
- f) Specifications - Division 02;
- g) Construction Drawings (Construction Plans);
- h) Bonds

Design Details: Figure dimensions and dimensions that can be computed, on plans shall take precedence over scale dimensions. The Drawings with the higher level of detail take precedence over less detailed Drawings.

[Permits]

SC B.4 PERMITS

The contents of Section B.4 - Permits are hereby deleted in its entirety and replaced with the following:

The County shall obtain and pay for all necessary project permits. Contractor will be responsible for maintaining compliance with those permits throughout the course of the Work. Contractor shall give all requisite notices to public authorities. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. The Contractor shall be responsible for any penalties or fines that result from Contractor's noncompliance with the terms of the permits. The Contractor will be responsible for compliance with the terms of all permits throughout the performance of the Work.

[Change Order Process]

SC D.1 Changes in Work

The following Section is added to D.1 – Changes in Work:

D.1.7 Change Order Authorization.

Throughout the performance of the Work under this Agreement, the Owner's Project Manager is hereby granted the authority to verbally authorize change orders in the field for an amount up to \$10,000. As soon as possible following the authorization, the Owner's Project Manager shall complete the change order form provided by Clackamas County Procurement ("Procurement"), obtain the signature of Owner's Director or other authorized signatory, and submit the form to Procurement for processing. As soon as the Director signs off on the change order form, the Project Manager may then authorize another change order in the future for up to \$10,000 following the same procedure above. Each change order should include the cumulative cost of the entire change and may not be artificially broken up into multiple change orders to fall under the dollar threshold listed above. The authority granted to the Project Manager is limited by the Director's authorization to amend the Agreement under Clackamas County's Local Contract Review Board Rules and is subject to the discretion of the Director, who may suspend or restrict the Project Manager's ability to authorize change orders at any time for any reason.

[Delays]

D.2 DELAYS

Delete first sentence of D.2.2 and delete entries D.2.2(a) and D.2.2(b).

[Retainage]

E.5.1.1

Delete everything after the first sentence.

[Worker Safety]

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

Add the following after Paragraph F.2.8:

F.2.9 The following notice is applicable to Contractors who perform excavation Work:
ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.

F.2.10 Contractor shall be aware that permit-required confined spaces exist in or near the Project Site. Entry to these spaces must be accomplished in compliance with the requirements of OAR 166-150-0190 (29 CFR 1910.146). Examples of permit-required confined spaces include but are not limited to the following:

1. Open tanks beyond the handrails including clarifiers, aeration basins, channels, etc.
2. Manholes.
3. Flow control structures which have the potential to contain sewage.
4. Enclosed tanks including digesters, clarifiers, grit basins, chemical tanks, etc.
5. Wet well and dry wells of pump stations.
6. Headworks channels.
7. Electrical vaults.

The hazards associated with these confined spaces may include but are not limited to:

1. Oxygen deficiency.
2. Combustible vapors including methane.
3. Slip hazards.
4. Fall/retrieval hazard.

5. Engulfment hazard.
6. Lockout required of mechanical and electrical devices.
7. Toxic or hazardous chemicals including hydrogen sulfide and process chemicals.
8. Traffic hazards.
9. Hot work and ignition sources.
10. Potential for rapid changes in working conditions.
11. Painting or coating application activities often pose temporary hazards.

Prior to beginning Work in permit-required confined spaces, Contractor shall provide Owner with a copy of Contractor's permit-required confined space entry plan/program including a copy of the permit forms that will be used by Contractor. Upon request by Contractor, Owner will review with Contractor, Owner's permit-required confined space program and specific procedures Owner would incorporate in spaces entered. Owner will coordinate any of its entries into the same spaces with Contractor. When the permit-required confined space Work is completed, Contractor shall inform Owner, in writing, of any hazards encountered or changes made resulting in different hazards within the space.

[Schedule of Work]

H.1 CONTRACT PERIOD

Add the following after Paragraph H.1.5:

- H.1.6 It is imperative that the Work in this Contract reach Substantial Completion by January 14, 2022, and as further required in the Plans and Specifications and Section 10 of the Contract to limit the risk of sanitary sewer overflows during the wet weather season. The Contractor represents and agrees that the Substantial Completion date is reasonable, that it can meet the Substantial Completion date, and it has taken into account in its Offer the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, weather, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

As indicated in H.1.1 and above, time is of the essence in the performance of this Contract. If Contractor fails to complete the Work within the Contract time, the actual damage to Owner for the delay will be substantial, but will be difficult or impractical to determine. It is therefore agreed, that Contractor will pay to Owner, not as a penalty, but as liquidated damages, the amount of \$655 each and

every day that the date of final completion extends beyond the Contract Time. Likewise, if the Work does not reach Final Completion by February 11, 2022, as identified in Section 4 of the Contract, then the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of one thousand five hundred dollars (\$655) per day for each and every calendar day of delay until Final Completion.

Payment of liquidated damages shall not release Contractor from its obligation in respect to the complete performance of the Work, nor shall the payment of liquidated damages constitute a waiver of Owner's right to collect any additional damages that it may sustain by failure of Contractor to fully perform the Work, as it is the intent of the parties that the liquidated damages are a full and complete payment only for failure of Contractor to complete the Work on time. Owner expressly reserves the right to make claims for any and all other damages that Owner may incur due to contractor's failure to perform in strict accordance with this Contract.

[Certificate of Compliance]

K.3 COMPLETION NOTICES

Add the following after Paragraph K.3.2:

K.3.3 Contractor shall provide Owner completed Certificate of Compliance (attached) at the time of Final Completion and before final payment will be released.

Good Faith Effort

As a condition of Contractor being awarded a Contract for this Project, Contractor must complete Good Faith Effort outreach and documentation as described in the Supplemental Instructions to Bidders of the Solicitation Document.

The Contractor may not change who is performing each Division of Work identified in Form 1 of the Good Faith Effort without the express written advance approval of Owner. This includes substituting identified subcontractors, self-performance of a Division of Work that was identified to be performed by a subcontractor, or the Contractor subcontracting a Division of Work that was identified to be self-performed by the Contractor.

Contractor shall be required to submit the completed Form 3 with its final pay application as a condition of final payment.

CERTIFICATE OF COMPLIANCE
Water Environment Services
BOLTON AND RIVER STREET FORCE MAIN:
CARV VAULT 4 AND INTERTIE REPLACEMENT PROJECT

TO: Water Environment Services

PROJECT NO: (P632343)

CONTRACT FOR: _____

CONTRACT DATE: _____

I (We) hereby certify that all work has been performed and materials supplied in accordance with the Plans, Specifications, and Contract Documents for the above work, and that:

A. No less than prevailing rates of wages as ascertained by the governing body of the contracting agency have been paid to laborers, workmen, and mechanics employed on this work.

B. There have been neither unauthorized substitutions of subcontractors nor have any subcontracts been entered into without the name of the subcontractors having been submitted to the Engineer prior to the start of such subcontractor work.

C. No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the Engineer together with the names of all subcontractors.

D. All claims for material and labor and other services performed in connection with these Specifications have been paid. No further claims will be made and all liens have been satisfied and lifted.

E. All monies due the State Industrial Accident Funds, the State Unemployment Compensation Trust Fund, the State Tax Commission, hospital associations, and/or others have been paid.

CERTIFIED BY:

CONTRACTOR

DATE

TITLE

Subscribed and sworn to before me this day of _____, 2018

Notary Public for the State of _____

My Commission Expires _____



CLACKAMAS COUNTY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS January 1, 2020

INSTRUCTIONS: The attached **Clackamas County General Conditions for Public Improvement Contracts ("County General Conditions")** apply to all designated Public Improvement contracts. Changes to the County General Conditions (including any additions, deletions or substitutions) should only be made by attaching Public Improvement Supplemental General Conditions. The text of these County General Conditions should not otherwise be altered.

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**CLACKAMAS COUNTY GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS
("County General Conditions")**

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

APPLICABLE LAWS, means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work, to the Contract, or to the parties individually.

APPROVED BY CONTRACTING AGENCY, for purposes of ORS 279C.570(2), means the date a progress payment is approved by the Clackamas County Treasurer's office.

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

AVOIDABLE DELAYS, mean any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that: (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; (c) Do not impact activities on the accepted critical path schedule; and (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

BIDDER, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals, or Solicitation Document. May also be referenced as "Offeror," "Quoter" or "Proposer" based on the type of Solicitation Document.

CHANGE ORDER, means a written order which, when fully executed by the Parties to the Contract, constitutes a change to the Contract Documents. Change Orders shall be issued in accordance with the changes provisions in Section D and, if applicable, establish a Contract Price or Contract Time adjustment. A Change Order shall not be effective until executed by both parties.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these County General Conditions.

CONTRACT, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Contract, County General Conditions, Supplemental General Conditions if any, Plans, Specifications, the accepted Offer, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract

and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total price reflected in the Contract.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the Project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DEFECTIVE WORK, means Work that is not completed in accordance with the Specifications or the requirements of the Contract.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents: the cost of materials, including sales tax and the cost of delivery; cost of labor which shall only include the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee) rate plus a maximum of a twelve percent (12%) markup on the prevailing wage (but not the fringe benefit) to cover Contractor's labor burden including but not limited to social security, Medicare, unemployment insurance, workers' compensation insurance, sick leave pay; substantiated Project cost increases for specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater) or bond premiums; rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work; travel expense reimbursement only if specifically authorized and only to the extent allowable under the County Contractor Travel Reimbursement Policy, hereby incorporated by reference.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, terrorism, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to the Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents.

OFFER, means a bid in connection with Instructions to Bidders or a proposal in connection with a Request for Proposals, or Solicitation Document to do the work stated in the Solicitation Document at the price quoted. May also be referenced as "Bid," "Quote," or "Proposal" based on the type of Solicitation Document.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor's labor burden for fringe benefit if paid to the employee, expenses of Contractor's offices and supplies at the Project Site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the Project Site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means, Clackamas County or any component unit thereof including Clackamas County Development Agency, Clackamas County Service District No. 1, Surface Water Management Agency of Clackamas County, Tri-City Service District, Water Environment Services, North Clackamas Parks and Recreation District, Clackamas County Extension & 4-H Service District, Library Service District of Clackamas County, Enhanced Law Enforcement District, and Clackamas County Service District No. 5. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent, including without limitation, to an Architect/Engineer. However, nothing in these County General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PRODUCT DATA, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

PROJECT, means the total undertaking to be accomplished for Owner by architects/engineers, contractors, and other others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

PROJECT SITE, means the specific real property on which the Work is to be performed, including designated contiguous staging areas, that is identified in the Plans, Specifications and Drawings.

PUNCH LIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to Owner, operational and maintenance manuals, shop drawings, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these County General Conditions, recording all Services performed.

SAMPLES, means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SHOP DRAWINGS, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any subcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.

SOLICITATION DOCUMENT, means an Invitation to Bid, Request for Proposals, Request for Quotes, or other written document issued by Owner that outlines the required Specifications necessary to submit an Offer.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item included in the Solicitation Document. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the

Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Substitutions also means the performance of the Work by a labor force other than what is submitted in the Offer.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these County General Conditions. Public Improvement Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

UNAVOIDABLE DELAYS, mean delays other than Avoidable Delays that are: (a) to the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by a separate contractor employed by the Owner; (b) to the extent caused by any Project Site conditions which differ materially from the conditions that would normally be expected to exist and inherent to the construction activities defined in the Contract Documents; or (c) to the extent caused by Force Majeure acts, or events or occurrences.

WORK, means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the owner necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.

A.2 SCOPE OF WORK

The Work contemplated under the Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

- (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) County General Conditions;
- (d) Plans and Specifications;
- (e) The Solicitation Document, and any addenda thereto.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing as determined in Owners sole discretion.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner in the Owner's sole discretion, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Contractor shall not proceed without direction in writing from the Owner (or Architect/Engineer).

A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project Site is located on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT SITE

A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.

A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.

A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with Applicable Laws.

A.4.4 If the Contractor believes that adjustments to cost or Contract Time are involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner denies Contractor's request for additional compensation, additional Contract Time, or other relief

that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.4.5 If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site conditions, the Contractor shall notify the Owner immediately of differing Project Site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agrees that a differing Project Site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.2.2 for adjustments to or deletions from Work. If the Owner disagrees that a differing Project Site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under the Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

B.1.1 The Owner shall administer the Contract as described in the Contract Documents throughout the term of the Contract, including the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other agents to perform some or all of these tasks.

B.1.2 The Owner may visit the Project Site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not

make exhaustive or continuous on-Project Site inspections to check the quality or quantity of the Work. Unless otherwise required in a Change Order, the Owner will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other within a reasonable time frame about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS

B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Project Site safety thereof and, except as stated below, shall be fully and solely responsible for the Project Site safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, agents, and Subcontractors on the Project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

B.3.1 The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and, unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable time frame.

B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, as required for the project. Contractor shall be responsible for all violations of the law. Contractor shall give all requisite notices to public authorities.

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

B.5.1 Contractor shall comply with Applicable Laws, as amended pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable and as may be amended from time to time: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to any applicable laws; and (vii) all other applicable requirements of federal, state, county or other local government entity statutes, rules and regulations.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or the Contract when performing the Work.

B.5.3 Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 at the time they submit their bids to the Contractor.

B.5.4 Contractor shall certify that each landscape contracting business, as defined in ORS 671.520(2), performing Work under the Contract holds a valid landscape construction professional license issued pursuant to ORS 671.560.

B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.

B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a material breach of Contract and constitute

grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

- B.5.7 The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- B.5.8 Contractor shall comply with ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

B.6 SUPERINTENDENCE

Contractor shall keep on the Project Site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the Project Site. Directions given to the superintendent by the Owner shall be confirmed in writing to the Contractor.

B.7 INSPECTION

- B.7.1 Owner shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that does not conform to the Contract Documents in the Owner's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so by Owner or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the Owner, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner, the uncovering and restoration will be paid for pursuant to a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

- B.7.7 In Owner's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

B.8 SUBCONTRACTS AND ASSIGNMENT

- B.8.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions and Supplemental General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.
- B.8.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.8.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under the Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of the Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.9 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the Project Site with other agents than those of the Contractor. If such work takes place within or next to the Project Site, Contractor shall coordinate work with the other contractors or agents, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all agents involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) in the Owner's sole discretion.

B.10 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of the Contract. The Contractor of the Contract shall fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in Section B.13.

B.11 ALLOWANCES

- B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances

shall be supplied for such amounts and by such persons or entities as the Owner may direct.

- B.11.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost of the Contractor's materials and equipment delivered at the Project Site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the Project Site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
 - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (ii) changes in Contractor's costs under Section B.17.2(b);
 - (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.12 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.12.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples.
- B.12.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.
- B.12.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents

and approved by the Contractor may be returned by the Architect/Engineer without action.

- B.12.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.12.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.12.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.12.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the Project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner.

B.13 SUBSTITUTIONS

The Contractor may make Substitutions only with the written consent of the Owner, after evaluation by the Owner and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the Solicitation Document. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under the Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.14 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under the Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of the Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

SECTION C
WAGES AND LABOR

C.1 PREVAILING WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner on the form prescribed by the Commissioner of the Bureau of Labor and Industries ("BOLI"), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the Project shall be submitted once a month, by the fifth (5th) business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.
- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this Project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the Owner under such contract.
- C.3.4 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 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.
- C.3.5 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the 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.
- C.3.6 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- C.3.7 In accordance with ORS 279C.570, for all subcontracts that exceed \$500,000 that the Contractor withholds retainage, the Contractor shall place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the

date the payment request is approved until the date the retainage is paid to the Subcontractor to which it is due.

C.4 PAYMENT FOR MEDICAL CARE

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

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (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 ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This Section C.5 will not apply to Contractor's Work under the Contract to the extent Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under the Contract.

**SECTION D
CHANGES IN THE WORK**

D.1 CHANGES IN WORK

D.1.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required to modify the Contract, which shall not be effective until its execution by the parties to the Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction may be necessary or desirable during the course of construction. Within the general scope of the Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes it deems necessary or desirable within the scope of this Project and consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the Project.

- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of Section B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under Section D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (a) **Unit Pricing:** Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) **Fixed Fee:** If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing, the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in Section D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) **Time and Material:** In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own agents

Each ascending tier Subcontractor or the Contractor that did not perform the Work, will be allowed to add up to five percent (5%) supplemental markup on the Direct Costs of the Work (but not the above allowable markups) covered by a Change Order. No additional markup shall be permitted for any third tier or greater descending Subcontractor.

Example: \$20,000 of Direct Costs Work performed by a 2nd Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1 st Tier Sub Contractor	5%	\$1,000.00
2 nd Tier Sub Contractor	10%	\$22,000.00

- (d) Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other agents furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written

authorization from Owner in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

- D.1.5 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under the Contract, Contractor shall submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of Owner's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by Owner's request for adjustments to or deletions from the Work and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the adjustments to compensation and Contract Time requested. The Contractor shall analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for adjustments to compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to the Contract. The consideration of such requests and claims under this section does not give any Person, not a party to the Contract the right to bring a claim against Owner, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for adjustment to compensation or Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.

- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with Owner to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

- D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

- D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these County General Conditions. Within thirty (30) Days after the initial Claim, Owner shall receive from Contractor a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be barred.

SECTION E
PAYMENTS

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include all information, records and documentation necessary for the Owner to properly and completely evaluate the claim, including, but not limited to a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to the Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner, through the Architect/Engineer (or other employee or agent assigned by the Owner) will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the Claim; (5) arrange a meeting with the Contractor for formal review of the Claim; or (6) propose an alternate resolution.

D.3.4 Once the Engineer or Project Manager determines the Owner is in receipt of a properly submitted claim, the Engineer or Project Manager may arrange a meeting, as agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

D.3.5 The Owner's decision, through the Architect/Engineer (or other employee or agent assigned by the Owner), shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner, through the appropriate department director, shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.6 If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Owner deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the Claim will not be considered properly filed and preserved.

D.3.7 Both parties agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the issuance of the appeal in Section D. 3.4 above. If the parties are unable to resolve their issues through mediation or otherwise, either party may seek redress through all available remedies in equity or in law.

D.3.8 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or delay Work, in whole or in part, without a written stop work order from the Owner.

E.1 SCHEDULE OF VALUES

The Contractor shall submit, by or before the pre-construction conference (as described in Section H.1.3), a schedule of values ("Schedule of Values") for the Contract Work. This schedule shall provide a breakdown of values for the Contract Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:

- (a) Thirty (30) days after receipt of the invoice; or
- (b) Fifteen (15) days after the payment is approved by the County.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers ("EFT") through Automated Clearing House ("ACH") payments. If Owner makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____
Dated: _____"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the Project Site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
- (g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under the Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.
- (h) All required documentation shall be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);

- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, Owner or Owner's agent;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and
- (d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Owner's receipt of payroll certification pursuant to Section C.2 of the Contract shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

E.4 DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under the Contract from any state agency other than the agency that is a party to the Contract.

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in Local Contract Review Board Rules or the applicable County standard.

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after fifty (50) percent of the Work under the Contract is completed if, in the Owner's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and a half percent (97.5%) completed in Owner's estimation, the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to hundred (100) percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage described in options (a) or (b) below, the Owner (except as otherwise provided below for a contract of \$500,000 or less), will deposit the retainage 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 Owner 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 Owner's advance written authorization. For a Contract over \$500,000, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing escrow account as stated above. For a Contract of \$500,000 or less, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing account (in a bank, savings bank, trust company or savings association) as provided under ORS 279C.450(5).

In accordance with the provisions of ORS 279C.560, Local Contract Review Board Rules, or the applicable County standard, unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- a. to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible, the bonds, securities and other instruments must be of a character approved by Owner; or

- b. that the Contractor be allowed, with the approval of the Owner, Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

When the Owner has accepted the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request for option (b), Contractor shall accept like bonds from Subcontractors and suppliers on the Project from which Contractor has required retainages.

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.

E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.

E.5.1.6 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.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under the Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. The amount of final payment will be the difference between the total amount due the Contractor pursuant to the Contract Documents and the sum of all payments previously made. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with

provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.
- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to the Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be barred.

SECTION F PROJECT SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the Owner. Contractor shall follow the Owner's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the Project Site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent

accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Project Site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Project Site safety. Project Site safety shall be the responsibility of the Contractor.

- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the Project Site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all Owner safety rules and regulations, if applicable. Prior to commencement of any Work, Contractor and Subcontractors shall be required to complete an Owner Contractor Safety Orientation and submit all Owner required safety plans.
- F.2.8 Contractor shall demonstrate that an employee drug testing program is in place.

F.3 CUTTING AND PATCHING

- F.3.1 If applicable, Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 If applicable, Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be prudent or ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Owner the work may be

done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1. Contractor shall be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of the Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Unless otherwise approved in the Solicitation Document, Contractor shall obtain the Owner's written consent prior to bringing onto the Project Site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. In any event, Contractor shall provide prior written notice to Owner when hazardous materials are brought on to the Project Site. The Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and
- (c) promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws. Upon discovery, regardless of quantity, Contractor must verbally report all releases to the Owner in a prompt manner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law).
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.

(e) Summary of communications about the release between Contractor and State, local or federal officials other than Owner. Any communication to the press will be done by Owner and Contractor will defer to Owner.

(f) Description of cleanup procedures employed or to be employed at the Project Site, including disposal location of spill residue.

(g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of the Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by the Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl ("PCB"), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force, property or the environment.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project Site, not brought on to the Project Site by Contractor, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 DEMOLITION

F.7.1 For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to

observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

G.2.1 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each

Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 General Liability Insurance:

G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor

and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.

- G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.
- G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design-build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the Owner, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The Owner, at its option, may require a complete copy of the above policy.
- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.
- G.3.4.7 Pollution Liability may be required by Owner through issuance of Supplemental General Conditions.
- G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "Clackamas County, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of the Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000

limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

- G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.
- Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.
- G.3.7 Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to Owner at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein.
- H.1.2 Notice to Proceed. Unless otherwise directed in the Contract Documents, Contractor shall commence Work on the Project Site within fifteen (15) Days of the Notice to Proceed. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted in a form acceptable to Owner.
- H.1.3 Unless otherwise not required in the Construction Documents, Contractor shall participate in a pre-construction conference with the Owner's representative and designated design team. The

purpose of this pre-construction conference is to review the Contractor's proposed Schedule of Values and to review any other Project logistics to be coordinated between the parties.

H.1.4 Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2(f) and shall be subject to the provisions of Section D.1.

H.1.5 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by Project components, labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.2.2 All Work shall be completed during normal weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise specified in the Contract Documents. Unless otherwise specified in the Contract Documents, no Work shall be performed during the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- President's Day

When a holiday falls on a Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

H.3 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having

jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand and at Contractor's sole expense. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its agents. If Owner completes the repairs using Owner's agent, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's agent, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's agents who

are required to monitor that contractor's work. Work performed by Owner using Owner's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

- I.2.2 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable as determined by Owner. Such adjustment shall be effected whether or not final payment has been made.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:
 - (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;
 - (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
 - (e) Time required to investigate differing Project Site conditions; or
 - (f) Any reason considered to be in the public interest.
- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's agents or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension, and any liquidated damages arising from the delay. If the suspension was caused by acts or omissions of the Owner, the Contractor may be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party shall owe the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
 - (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
 - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
 - (c) If a receiver should be appointed on account of Contractor's insolvency;
 - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
 - (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner;
 - (f) If Contractor is otherwise in breach of any part of the Contract; or
 - (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

- J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and, in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If

the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS, OR FORCE MAJEURE

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines: (a) that termination of the Contract is in the best interest of Owner or the public; (b) that the Owner failed to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in its sole determination, and its assessment and ranking of the policy objectives explicit or implicit in Owner's budget, Owner may determine it is necessary to and may terminate the Contract.; or (c) in the event of Force Majeure.
- J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the Owner as a result of defective, unacceptable or unauthorized Work completed or performed.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.
- J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire Project to Owner. Record Documents shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

K.3 COMPLETION NOTICES

- K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.
- K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

K.4 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. If assignments arise because of termination under Section J.4, then such assignments shall not relieve Contractor of liability hereunder. The O & M Manual shall be used as a basis for training. In addition to any off-Project Site training required by the Contract Documents, training shall include a formal session conducted at the Project Site after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the Owner.

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.8 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, Project Site admittance badges, and all other pertinent items. Upon notice from Owner, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's agents continue with the Work.

The Owner's property is drug free and weapons free areas and the use of tobacco products is only allowed in designated areas. Contractor shall be required to ensure that its employees, Subcontractors and agents shall comply with these requirements.

SECTION L GENERAL PROVISIONS

L.1 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

L.2 SEVERABILITY

If any provision of the Contract is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

L.3 ACCESS TO RECORDS

L.3.1 Contractor shall keep, at all times on the Project Site, one record copy of the complete Contract Documents, including the Plans, Specifications, addenda, and Change Orders (if any) in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.3.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10)

years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

L.4 WAIVER

Failure of the Owner to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of the Contract.

L.5 SUCCESSORS IN INTEREST

The provisions of the Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

L.6 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

L.7 APPLICABLE LAW

Contractor hereto agrees to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of the Contract shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

L.9 INTERPRETATION

The titles of the sections of the Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

L.10 DEBT LIMITATION

The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

L.11 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to the Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or

immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

L. 12 SURVIVAL

All warranty, indemnification, and record retention provisions of the Contract, and all of Contractor's other obligations under the Contract that are not fully performed by the time of Final Completion or termination, and all other rights and obligations which by their context are intended to survive, shall survive Final Completion or any termination of the Contract.

L.13 SEVERABILITY

If any provision of this Contract is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

L.14 ACCESS TO RECORDS

L.14.1. Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one copy of Shop Drawings, Project Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.14.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

L.15 WAIVER

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

L. 16 NO ATTORNEY FEES.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.



WATER ENVIRONMENT SERVICES
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 4451593

Solicitation: 2021-86

Project Name: Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement

Table with 2 columns: Surety Name and Bond Amount. Markel Insurance Company (Surety #1) \$ 199,900.00; (Surety #2)* \$; Total Penal Sum of Bond: \$ 199,900.00

We, Lee Contractors, LLC as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Water Environment Services ("District"), the sum of (Total Penal Sum of Bond) \$ One Hundred Ninety Nine Thousand Nine Hundred* (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

* & No/100---(\$199,900.00)

WHEREAS, the Principal has entered into a contract with the District, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Project Contract Documents; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless the District and Clackamas County and their elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the District, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this 27th day of October, 2021.

PRINCIPAL: Lee Contractors, LLC

By: [Signature]
Signature
President
Official Capacity

Attest: Ava Leverson
Corporation Secretary

SURETY: Markel Insurance Company
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Gloria Bruning
Name
[Signature]
Signature

PO Box 2808
Address
Portland, OR 97208
City State Zip
503-224-2500 503-224-9830
Phone Fax



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Brent Olson, Gail A. Price, Gloria Bruning, Vicki Nicholson, Joel Dietzman, Andrew Choruby, Casey Geske, Richard Kowalski, Sterling Drew Roddan, Justin Cumnock, Amanda J. Lee, Scott Willis, Christopher A. Reburn, Leticia Romano

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of October, 2021.

SureTec Insurance Company

By: [Signature]
Michael C. Keimig, President



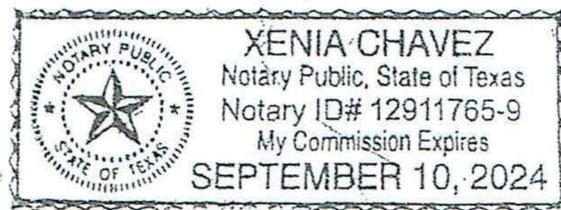
Markel Insurance Company

By: [Signature]
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of October, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: [Signature]
Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 27th day of October, 2021.

SureTec Insurance Company

By: [Signature]
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]
Andrew Marquis, Assistant Secretary

the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.
Nonpayment of the bond premium will not invalidate this bond nor shall the District be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 27th day of October, 2021.

PRINCIPAL: Lee Contractors, LLC

By: [Signature]
Signature
President
Official Capacity

Attest: Ava Levanen
Corporation Secretary

SURETY: Markel Insurance Company
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Gloria Bruning
Name

[Signature]
Signature

PO Box 2808
Address

Portland, OR 97208
City State Zip

503-224-2500 503-224-9830
Phone Fax



JOINT LIMITED POWER OF ATTORNEY

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Brent Olson, Gail A. Price, Gloria Bruning, Vicki Nicholson, Joel Dietzman, Andrew Choruby, Casey Geske, Richard Kowalski, Sterling Drew Roddan, Justin Cumnock, Amanda J. Lee, Scott Willis, Christopher A. Reburn, Leticia Romano

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of October, 2021.

SureTec Insurance Company

By: [Signature]
Michael C. Keimig, President



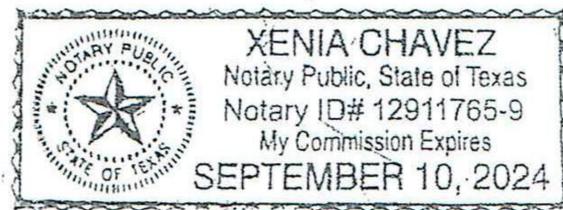
Markel Insurance Company

By: [Signature]
Lindy Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of October, 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: [Signature]
Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 27th day of October, 2021.

SureTec Insurance Company

By: [Signature]
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]
Andrew Marquis, Assistant Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

PROJECT: 2021-86 Bolton and River Street Force Main-
CARV Vault 4 and Intertie Replacement

Background

WES is a special district operating under an ORS 190 Partnership that produces clean water and protects water quality for more than 190,000 people living and working in Clackamas County, Oregon. WES owns and operates five resource recovery facilities, 23 pumping stations and more than 350 miles of pipes. WES serves the Cities of Milwaukie, Happy Valley, Oregon City, West Linn, Gladstone, Johnson City, and unincorporated areas within Clackamas County.

The Bolton and River Street Force Mains: CARV Vault 4 and Intertie Replacement project replaces frozen valves at the existing River Street and Bolton force main intertie and replaces severely corroded piping and CARVs within an existing vault. This work must be completed before the 2021/2022 wet weather season prior to upgrades at the Bolton and River Street pump stations.

Project Scope:

Clackamas Water Environment Services (WES, District) is requesting bids from Contractors to replace the existing CARV Vault 4 and Intertie Valves for the Bolton and River Street force mains. The work includes:

- excavating, removing and replacing approximately 23 and 20 feet of existing 12-inch and 16-inch ductile iron pipe (DIP) force mains, respectively
- removing and replacing two combination air release/vacuum valves (CARV) and two vacuum valves
- excavating and replacing an existing buried steel plate top with a new pre-cast concrete vault top
- excavating, saw cutting and removing a top portion of the existing pre-cast concrete vault wall to install new vault top
- saw cutting existing vault walls at pipe penetrations to remove and replace existing 12-inch and 16-inch DIP force mains and restore vault wall at pipe penetrations for new DIP
- removing and replacing existing vault ladder
- removing two small manholes barrels and tops
- excavating and removing two 12-inch DI gate valves, 15 feet of DIP and connecting to existing 12-inch DIP
- replacing existing asphalt concrete and gravel surface
- verify vault has existing p-trap in vault drain pipe
- protecting existing trees
- providing traffic and erosion control
- site restoration
- additional and incidental work as called for by the specifications and plans

Engineers Estimate: \$200,000.00

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: January 14, 2022

Final Completion: February 11, 2022

Time is of the essence for this Project.

The Scope further includes the following Plans, Specifications and Drawings:

- BOLTON AND RIVER ST FORCE MAINS- CARV VAULT 4 AND INTERTIE VALVES FOR Clackamas Water Environment Services (August 2021)
- PUMP STATION REHABILITATION AND UPGRADES PROJECT – BOLTON AND RIVER ST. FORCE MAINS- CARV VAULT 4 INTERTIE VALVES drawing set: sheets G-1 through G-3; ESC-1; ESC-2; C-1; C-2; M-1; M-2; D-1;
- SUPPLEMENTARY INFORMATION – (As Built Drawings): PLAN AND PROFILE STA. 38+50 to END (sheet FM4); DETAILS (sheet FM5); DETAILS (sheet FM6).



INVITATION TO BID #2021-86
Bolton and River Street Force Main-
CARV Vault 4 and Intertie Replacement Project
ADDENDUM NUMBER 1
September 21, 2021

On September 16, 2021, Clackamas County (“County”) published Invitation to Bid #2021-86 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

- 1. Remove and replace the Bid Schedule with the attached titled Addendum #1 BOLTON AND RIVER STREET FORCE MAINS: CARV VAULT 4 AND INTERTIE REPLACEMENT PROJECT Bid Schedule, dated September 20, 2021.**

End of Addendum #1



INVITATION TO BID #2021-86
Bolton and River Street Force Main-
CARV Vault 4 and Intertie Replacement Project
ADDENDUM NUMBER 2
September 23, 2021

On September 16, 2021, Clackamas County (“County”) published Invitation to Bid #2021-86 (“BID”) and on September 21, 2021 published Addendum#1. The County has found that it is in its interest to amend the BID through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. The following changes are made to the Project Information, Plans, Specifications and Drawings:

The Scope further includes the following Plans, Specifications and Drawings:

- BOLTON AND RIVER ST FORCE MAINS- CARV VAULT 4 AND INTERTIE VALVES FOR Clackamas Water Environment Services (August 2021)
- PUMP STATION REHABILITATION AND UPGRADES PROJECT – BOLTON AND RIVER ST. FORCE MAINS- CARV VAULT 4 INTERTIE VALVES drawing set: sheets G-1 through G-3; ESC-1; ESC-2; C-1; C-2; M-1; M-2; D-1;
- SUPPLEMENTARY INFORMATION – (As Built Drawings): PLAN AND PROFILE STA. 38+50 to END (sheet FM4); DETAILS (sheet FM5); DETAILS (sheet FM6).
- **Public Works Permit, Permit# NFP-47-21**

Attachments:

Public Works Permit, Permit# NFP-47-21 (15 pages)

PUBLIC WORKS PERMIT

For work within City Public Right-of-Way or Easements
Inspection Request: westlinnoregon.gov/publicworks/engineering-inspection-request
 22500 Salamo Rd. Box 800; West Linn, OR 97068; Ph: (503)722-5500 Fx: (503)742-8652
 Email: cwl_rowpermits@westlinnoregon.gov



PERMIT #

PROJECT LOCATION:	
WORK DESCRIPTION:	
After Approval Return to (specify email, fax, mail address):	

CONTRACTOR			
Business Name:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
CCB:	City/Metro		
Email:			
24 Hour Emergency #			

PROPERTY OWNER / FRANCHISE UTILITY			
Applicant Name:			
Utility Name:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
Email:			
Plans included <input type="checkbox"/>			

WORK INCLUDES (check all that apply):						
Street cut <input type="checkbox"/>	Size a' X b' <input type="checkbox"/>	Sidewalk/approach/curb <input type="checkbox"/>	Pipe bore <input type="checkbox"/>	Trench <input type="checkbox"/>	Pipe tap <input type="checkbox"/>	Disturb landscape <input type="checkbox"/>

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: the administrative telephone number for the Oregon Utility Notification Center is (503) 232-1987). Locate requests shall be made 48 hours prior to any work taking place. The one call number for utility locates is (503)246-6699 or 811.

PERMIT CONDITIONS:

- I understand that the City's sole function is to review the plans and inspect the work to assure compliance with City code and that the City assumes no responsibility of any kind for the accuracy or suitability of the work submitted. I accept full responsibility for compliance with all applicable city, state, regional, and federal laws, ordinances, franchise agreements, regulations, and codes which apply to the work for which this permit is issued.
- I agree to inform all contractors, subcontractors, or any other persons performing work under this permit of the provisions of this permit and assure their compliance with those provisions. I agree to ensure that all construction will conform to the City's Public Works Construction Standards, the approved construction drawings, all specific conditions of approval, and any on-site revisions required by the City Engineer.
- I agree to allow access by City employees or its representatives to the property where construction is being performed.
- I agree to hold the City of West Linn and its employees harmless from any and all damages or expenses caused by work under this permit and hereby accept all liability for damage to persons and/or property caused in the process of completing this work.
- I agree to restore the work area or any areas damaged in the course of work to original or better condition, current codes, and to City Engineer satisfaction and to pay all costs to repair or replace any property damaged while work is being performed under this permit and acknowledge that failure to pay these costs when due will constitute a violation of the terms of the permit and the City may avail itself to any and all legal remedies.
- I understand that an 18 month warranty after final approval is required on all work within the public right-of-way and easements per City code.
- This permit shall be void if work is not completed within six months of permit issuance.

By my signature below I certify that I have read the foregoing conditions under which the permit is issued, am duly authorized to represent contractor, utility company, and/or owner, and do hereby agree to comply with those conditions and any additional conditions of approval following processing of the permit. Work may not start until plans are reviewed and approved by City.

Print	Authorized Signature	Date

Minimum 24 hour notice required prior to work and for all inspection requests. Please allow 3-5 days for processing

FEES (per WLMC 3.255)	
Non-refundable application fee	\$ 90 50
Review/Inspection Deposit ¹	\$ 500
Street Cut Deposit ¹ (linear ft. X \$50) =	\$
TOTAL:	\$

APPROVED
 By Amy Pepper at 1:46 pm, Sep 14, 2021

1. Deposits cover plan review and inspection work by the City. Any amount remaining in the deposit will be refunded to the permittee. Any overruns will result in additional billing.



PUBLIC WORKS PERMIT Conditions of Approval

PLEASE READ ALL CONDITIONS PRIOR TO STARTING WORK

Inspection Request: <http://westlinnoregon.gov/publicworks/engineering-inspection-request>
Public Works Office Line: (503)722-5500

Permit# NFP-47-21
Location: 5760 River Street
Applicant: Water Environment Services
Applicant Address: 150 Beaver Creek Rd, Suite 430, Oregon City, OR 97045

This serves as an addendum to permit #NFP-47-21 for WES Intertie valve work

Requirements of this permit are as follows:

GENERAL

- 1) Please review attached document pertaining to impacts and delays from COVID19 restrictions.
- 2) Construction shall comply with the City of West Linn Public Works Construction Standards, Municipal Code, and Community Development Code in addition to all Americans with Disability Act (ADA) requirements, and ODOT/Oregon American Public Works Association (APWA) Standard Specifications for Public Works Construction.
- 3) Please notify all property owners affected by project work.
- 4) No street closures are permitted. One lane of traffic shall remain open at all times. Traffic control shall be maintained by certified flaggers and signage in conformance with MUTCD and City Standards.
- 5) Clean construction area at the end of each day. Contractor is fully liable for the security and safety of its work area. Do not leave open trenches/pits unattended or unsecured.
- 6) Applicant and all contractors are fully responsible for ensuring all utilities/vaults/poles/conduit/overhead wires remain in appropriate public utility easement or right-of-way areas.
- 7) This approval does not prohibit inspector from requiring further code corrections in the field.
- 8) Insurance requirements and limits must be met as required by City codes. Work may not commence until insurance meets City codes.
- 9) Erosion control best management practices must be followed in accordance with City of West Linn/Clackamas County Erosion Prevention and Sediment Control Manual.
- 10) Restore all landscaping, trails, and other disturbed areas to prior state, current code requirements, or better within 30 days of disturbance.
- 11) Request final inspection when all work is complete.

ADVANCE NOTICE

- 12) Provide 30 days notice to the City's Environmental Services Manager, Mike Cardwell, at 503-849-5038; mcardwell@westlinnoregon.gov of scheduled work to assure City staff are available for bypass work necessary at City Pump Station.
- 13) After work has been awarded, provide City with contractor's information, including emergency contact and CCB license #. Email information to cwl_rowpermits@westlinnoregon.gov.
- 14) Please notify the City a minimum of 10 days prior to the start of work for final approval for

variance to Section 5.487 of the West Linn Municipal Code for excursion to allowable work hours. Prior approval by the City Manager is required for a specific date and time for work outside of the allowable work hours of Monday – Friday, 7am to 7pm and Saturday, Sunday and Federal holidays, 9am to 5pm.

Please attach this to the permit. Assure that a copy of this permit is available at the project site for inspection.

SPECIFICATIONS

**BOLTON AND RIVER ST FORCE MAINS –
CARV VAULT 4 AND INTERTIE VALVES**

FOR

Clackamas Water Environment Services

Volume 1 of 2

August 2021



CLACKAMAS
**WATER
ENVIRONMENT
SERVICES**

*Water Environment Services
150 Beaver Creek Rd
Oregon City, OR 97045*

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**TECHNICAL SPECIFICATIONS
FOR
BOLTON AND RIVER ST FORCE MAINS – CARV VAULT 4 AND INTERTIE VALVES
FOR
CLACKAMAS WES**

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DRAWINGS

See Sheet G-1 for Drawing Index

SUPPLEMENTARY INFORMATION

Bolton/River Street Select Force Main As-builts

END OF SECTION

TECHNICAL SPECIFICATIONS

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DIVISION 01 – GENERAL REQUIREMENTS

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SECTION 01 12 16 - WORK SEQUENCE

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes general sequencing, project phasing and coordination requirements for the Work.
- B. Contract Requirements:
 - 1. The existing Bolton and River Street Pump Stations continuously receive raw sewage. The functions of the facilities shall not be compromised during the course of the Work, except as may be specified herein. Plan and prosecute the Work such that the operation of the pump station is not interrupted, except as specified herein.
 - 2. Pumping disruptions could potentially result in the spillage or discharge of raw wastewater and sewage. State law allows the Department of Environmental Quality to impose civil penalties for violation of a term, condition, or requirement of Owner's NPDES Permit, including spillage or discharge of raw wastewater and sewage.
 - 3. Spillage or discharge of raw sewage to surface waters or drainage courses is prohibited during construction. Penalties imposed on Owner as a result of any bypass of this type caused by Contractor, its employees or Subcontractors, and legal fees and other expenses to Owner resulting directly or indirectly from the bypass shall be borne in full by Contractor.
 - 4. Control any and all leakage resulting from or integral to making all temporary and permanent piping connections. Provide any and all devices required to control, stop, divert, or dispose of any and all leakage.
 - 5. Owner may determine the order of precedence and the time and season at which any portion or portions of the Work shall be commenced and carried on in order to ensure proper completion of the Contract, proper operation of the sewage pump station or compliance with NPDES Permit conditions.
 - 6. Plan and prosecute the Work such that temporary bypass pumping operations are provided in accordance with Section 01 57 19.11, Temporary Sewage Control and Bypass Pumping.

1.2 RELATED SECTIONS

- A. Section 01 57 19.11, Temporary Sewage Control and Bypass Pumping.

1.3 SUBMITTALS

- A. Section 01 33 00, Submittal Procedures: Requirements for submittals.
- B. Work Sequencing Plan: At a minimum, to include the following:
 - 1. Complete sequence of construction for all activities contained herein.
 - 2. Major work activities to occur.
 - 3. Schedule of temporary shutdowns of pump stations and estimated duration of shutdowns. Submit a detailed plan for conveying sewage to the downstream collection system during temporary shutdowns.
 - 4. Listing of equipment to be present on site, including temporary pumping equipment to be used to bypass sewage during shutdowns.
 - 5. Assistance to be required of Owner's operating personnel during shutdowns.
 - 6. Contingency plan identifying what action will be taken if activities during a shutdown cannot be completed within the allotted times, or if there is a failure of pumping equipment to be used during temporary pumping operations.
 - 7. Name and contact information of individual in charge of activity during shutdown.

1.4 Project Specific Work Constraints

- A. Coordinate with WES staff to shut down the pump stations and monitor the water level in the wet wells.
- B. Furnish and operate bypassing equipment as specified in Section 01 57 19.11 Temporary Sewer Control and Bypass Pumping. Coordinate the work during dry weather and time of day requirements.
- C. Install erosion and traffic control measures.
- D. Construct intertie valve replacement at the force main intertie first. Bypass the Bolton and River Street pump stations between 10PM and 6AM during dry weather periods. Work continuously until the valves and fittings are installed. Resume flows through the force mains to visually inspect for leaks prior to backfill.
- E. Construct the River Street force main and CARV replacement and reconnect the pipe. Work continuously until the valves and fittings are installed. Resume flows through the force mains to visually inspect for leaks prior to backfill.

- F. Divert Bolton pump station flows through the River Street force main. Coordinate with WES to operate the pump station. Bypass the River Street pump station as specified in Section 01 57 19.11.
- G. Construct the Bolton force main and CARV replacement and reinstate the pipe. Work continuously until the valves and fittings are installed. Resume flows through the force mains to visually inspect for leaks prior to backfill.
- H. Cover and protect the CARV vault until the hatch is installed.

1.5 GENERAL WORK CONSTRAINTS

- A. Constraints primarily relate to interfacing with and tying into existing pipelines, power supply, equipment, and other aspects of the operating pump station facility.
- B. Make every effort to give proper attention to each of these items so as to minimize interruptions of the existing facilities and avoid delays that may result if the constraints are not observed.
- C. Constraints listed below involve limits on activities during construction. These limits relate to the critical nature of the existing pump station facility.
 - 1. Coordinate construction schedule and operation with Owner.
 - 2. Coordinate proposed work with Owner, Engineer, and facility operations personnel before implementing unit shutdowns. Under no circumstances cease Work at the end of a normal working day if such actions may inadvertently cause a cessation of any facility operating process; in which case, remain on site until necessary Work and/or repairs are complete.
 - 3. Owner recognizes portions of the facility and facility operations will have to be interrupted or shut down or interfered with in order to accommodate construction activities. Owner will, through its personnel, attempt to accommodate Work, provided that proper notification is given. Owner reserves the right to deny permission for interruption or shutdown on any day.
 - 4. Do not operate any of the existing equipment without written permission from Owner naming the specific piece of equipment, operator(s), and dates equipment may be used. Contractor is liable for any loss or damage caused to property or equipment or any personal injury resulting from or related to this usage.
- D. Extended Working Hours: If it is desired to perform any Work outside the specified working hours, obtain written permission from Owner and all necessary permitting agencies, and make all necessary arrangements prior to commencing.

1.6 TEMPORARY SHUTDOWNS

- A. Provide 14-day minimum advance notice to request approval of a temporary shutdown of a facility. This shall include shutdowns of the pump station or any utility serving the pump station (force main, gravity sewer, power service, etc.).
- B. Each Notice of Request for Approval of a Temporary Shutdown submitted to Owner shall include the following:
 - 1. Dates, times, and duration of proposed shutdown.
 - 2. Work activities to be performed during the shutdown.
 - 3. Assistance required of Owner's personnel before, during, and after shutdown.
 - 4. Personnel to be on Site during shutdown.
 - 5. Contingency plan if work during shutdown is not completed during allotted time or critical equipment fails.
- C. Upon receipt of such request, Owner will decide what action(s) is required by Owner and if the requested shutdown is acceptable considering the flows through the pump station at that time. The request from Contractor will be returned to Contractor with the Owner's written decision noted. If Owner deems that the requested shutdown is unacceptable, Owner will state such reasons, and Contractor shall reschedule the shutdown as required.
- D. It is hereby agreed between the Contractor and Owner that disapproval by Owner of the Contractor's shutdown request does not entitle Contractor to any time extension unless Contractor can demonstrate to the satisfaction of Owner, through an updated CPM schedule, that the overall Project completion date will not be met as a result of this disapproval.
- E. Owner may postpone a planned and approved shutdown at any time for pumping capacity, or safety reasons.

1.7 INTERRUPTION OF UTILITY SERVICE

- A. Indicate required shutdowns of existing utilities or interruptions of existing operations on Progress Schedule. Interruptions to utility service will be allowed to the extent that customer service will not be adversely compromised.
- B. Submit requests for interruptions to utility service not less than five business days in advance of the date scheduled for the interruption.

- C. Following receipt of the request, Owner will notify Contractor if the requested date will be permitted. Evaluation of the request will be based upon the availability of the utility owner's personnel to assist and monitor utilities during the shutdown period and impact to customer service.
- D. Minimize the period of interruption by thorough advance planning. Procure and provide all required materials, equipment, and labor on site during the shutdown.
- E. Do not begin interruption until written authorization is received from Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 22 20 - MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 Description

Measurement and payment of the work will be on a unit price basis in accordance with the prices set forth in the proposal for individual work items. Where Work is required but does not appear as a separate item in the bid schedule, the cost for that Work shall be included and absorbed in the lump sum price of item 5. CONTRACTOR shall make a careful assessment when preparing the bid.

A. Mobilization, Bonds, Insurance and Demobilization:

Payment for mobilization, bonds, insurance, and demobilization will be on a lump sum basis. The amounts paid for mobilization in the contract progress payment will be based on the percent of the original contract amount that is earned from other contract items, as follows:

1. When 5% is earned, either 100% of the amount for mobilization or 5% of the original contract amount, whichever is the least;
2. When all work is completed, amount of mobilization exceeding 5% of the original contract amount

This schedule of mobilization progress payments will not limit or preclude progress payments otherwise provided by the contract.

B. Erosion and Sediment Control:

Payment for temporary erosion and sedimentation control will be on a lump sum basis. The lump sum price shall include compensation for transfer of the erosion control permit from the applicant to CONTRACTOR, and all labor, equipment, materials, planning and design for erosion and sedimentation control measures, upkeep and maintenance of all measures, removal of erosion and sedimentation control measures at the completion of the Project and after vegetation is fully established, and all other materials and work necessary. This also include installation, maintenance, and removal of tree protection fencing.

C. Bypassing:

Payment for bypassing will be made through force account for all labor, equipment, materials, supervision, and maintenance required for bypassing the force main to allow construction of the vault and intertie valve replacement. A budget allotment will be inserted into the bid schedule for all bidders.

D. Temporary Traffic Control, Complete:

Payment for temporary traffic control, complete will be on a lump sum basis. The lump sum price shall include all labor, materials, supervision, and maintenance required for the safe rehabilitation of the ARV vault and intertie.

E. CARV Vault Rehabilitation

Payment will be made on a lump sum basis for the CARV Vault Rehabilitation. This will include all labor, equipment, and materials required for demolition, excavation, arborist supervision, installation of valves, piping, appurtenances, coatings, miscellaneous metals, connection to the existing force mains, excavation and back fill, cast in place concrete, pre-cast vault lid with hatches, cleaning of the vault, vault drain inspection, and landscape restoration to match pre-existing conditions. Payment for pavement restoration and gravel surfacing will be paid under separate bid items. Payment for concrete repair in the vault will be paid through force account.

F. Intertie Valve Replacement

Payment will be made on a lump sum basis to replace valves within the force main intertie as shown on the Plans. Payment shall be full and complete compensation for all work shown in the drawings and other work required to provide a complete and usable force main intertie including materials, equipment, and labor for construction. Payment for pavement restoration and gravel surfacing will be paid under separate bid items.

G. HMAC Pavement Restoration:

Measurement and payment for permanent Hot Mix Asphalt Concrete HMAC pavement restoration shall be on a per square yard basis and shall include excavation and removal of existing materials, furnishing and installing of the subgrade fabric, crushed rock bedding material, permanent asphaltic concrete to the depth shown on the Plans, compaction, process control, acceptance testing, and other incidental work required to provide permanent AC pavement, in place, as required by the Contract Documents. Temporary paving is considered incidental, and no separate measurement and payment item will be included.

H. Gravel Restoration:

Measurement and payment for Gravel Restoration shall be on a per square yard basis and shall include excavation and removal of existing material, furnishing, placing, and compacting $\frac{3}{4}$ " Coarse Aggregate to the depth shown on the Plans.

I. Sawcutting:

Measurement and payment for saw cutting shall include the total sawed length of the

roadway, as shown on the drawings. Payment for saw cutting existing surfacing, which includes asphalt concrete surfaces, for cuts up to 6-inches in depth will be on a linear foot basis.

END OF SECTION

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section contains administrative and procedural requirements for submittals for review, information, and for Project closeout.
- B. Section includes:
 - 1. Schedule of Submittals.
 - 2. Submittal requirements.
 - 3. Submittal procedures.
 - 4. Engineer review.
 - 5. Resubmittal procedures.
 - 6. Product data.
 - 7. Shop Drawings.
 - 8. Samples.
 - 9. Design data.
 - 10. Test reports.
 - 11. Certificates.
 - 12. Manufacturer's instructions.
 - 13. Manufacturer's field reports.
 - 14. Erection Drawings.
 - 15. Construction progress schedules.
 - 16. Breakdown of contract price.
 - 17. Operation and maintenance (O&M) instructions.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SCHEDULE OF SUBMITTALS

- A. Within 10 days after the Effective Date of the Contract, Contractor shall submit to Engineer a preliminary Schedule of Submittals, including proposed list of major products proposed for use, with specification section reference, name of manufacturer, supplier, trade name, subcontractor and model number of each

product. Provide a schedule of specific target dates for the submission and return of submittals and shop drawings required by the Contract Documents.

- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.
- C. The list and schedule shall be updated and resubmitted when requested by the Engineer.
- D. Contractor's Schedule of Submittals will be acceptable to the Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

1.4 SHOP DRAWING AND SAMPLE SUBMITTAL REQUIREMENTS

- A. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - 1. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - 2. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - 3. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 4. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review of each such variation.

1.5 SUBMITTAL PROCEDURES

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review in accordance with the accepted Schedule of Submittals.

- B. Transmit each submittal with Engineer-accepted transmittal form certifying compliance with requirements of Contract Documents.
- C. Sequentially number transmittal forms. Mark transmittal forms for resubmittals with original number and sequential alphabetic suffix.
- D. Show each Submittal with the following numbering and tracking system:
 - 1. Submittals shall be numbered according to specification section. For example, the first product submittal for Section 05 50 00 would be "05 50 00-1". Resubmittals of that submittal would be "05 50 00-1.1", followed by "05 50 00-1.2", and so on. The second product submittal for that Section would be "05 50 00-2".
 - 2. Submittals containing product information from multiple sections of the specifications will not be reviewed. Contractor and/or their supplier shall divide submittals in a manner that meets the numbering and tracking system requirements stated herein.
 - 3. Alternative method of numbering may be used if acceptable to Engineer.
- E. Identify: Project, Contractor, subcontractor and supplier, pertinent drawing and detail number, and specification Section number appropriate to submittal.
- F. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- G. Coordinate submission of related items.
 - 1. All shop drawings for interrelated items shall be scheduled for submission at the same time.
 - 2. The Engineer may hold shop drawings in cases where partial submission cannot be reviewed until the complete submission has been received or where shop drawings cannot be reviewed until correlated items affected by them have been received. When such shop drawings are held, the Engineer will advise the Contractor in writing that the shop drawing submitted will not be reviewed until shop drawings for all related items have been received.
- H. When hard copies of submittals are provided by the Contractor, six copies of all materials shall be provided to the Engineer. Two copies of reviewed submittals will be kept by the Engineer, two copies of reviewed submittals will be transmitted to the Owner, and two copies of reviewed submittals will be returned to the Contractor. If the Contractor requests that more than two copies of the reviewed submittal be returned, then the Contractor shall submit the appropriate quantity of submittals.

- I. When electronic transmittals of submittals are provided by the Contractor under established protocols described elsewhere in the Contract Documents or as jointly developed by the Owner, Engineer and Contractor, provide electronic submittals in portable document format (PDF) in addition to the source document format (Word, Excel, AutoCAD, etc.). Reviewed submittals will be returned to the Contractor as PDF electronic files.
- J. For each submittal for review, allow not less than 14 days for Engineer review, excluding delivery time to and from Contractor.
- K. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- L. Allow space on submittals for Contractor and Engineer review stamps or comments.
- M. When revised for resubmission, the Contractor shall identify changes made since previous submission. A narrative of changes shall be provided, and shop drawings or calculations shall indicate that a revision was made.
- N. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with review comments.
- O. Submittals not requested will not be recognized nor processed.
- P. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.6 ENGINEER REVIEW

- A. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- B. The Engineer's review of submittals and shop drawings is not a check of any dimension or quantity and will not relieve the Contractor from responsibility for errors of any sort in the submittals and shop drawings.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. The Engineer will review the submitted data and shop drawings and return to the Contractor with notations thereon indicating "No Exception Taken", "Make Corrections Noted", "Rejected", "Revise and Resubmit", or "Submit Specified Item".

- E. If more than two submissions of an item are required to meet the Project specifications, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- F. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- G. Engineer's review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- H. Engineer's review of a separate item as such will not indicate approval of the assembly in which the item functions.
- I. Engineer's review of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 1.4.C and Engineer has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such accepted variation from the requirements of the Contract Documents in a Field Order.
- J. Engineer's review of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 1.4 A. and B.
- K. Engineer's review of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- L. Neither Engineer's receipt, review, return of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
- M. Contractor shall perform the Work in compliance with the requirements and commitments set forth in returned Shop Drawings and Samples, subject to the provisions of Paragraph 1.6.I.

1.7 RESUBMITTAL PROCEDURES

- A. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples

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

- B. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required review of an item with no more than two submittals. Engineer will record Engineer's time for reviewing a third or subsequent submittal of a Shop Drawings, sample, or other item requiring review, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
- C. If Contractor requests a change of a previously reviewed submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

PART 2 PRODUCTS

2.1 CONSTRUCTION PROGRESS SCHEDULES

- A. Within 10 days after the Effective Date of the Contract, prepare and submit to the Engineer a practicable schedule showing the order in which the Contractor proposes to carry out the Work, the dates on which the important features of the work will start, and the contemplated dates for completing same. In addition to a time-scaled bar chart schedule depicting the project critical path, the Contractor shall submit a detailed CPM logic diagram. The CPM diagram and time-scaled bar chart shall include the following:
 - Construction activities
 - Submittal and review of material samples and shop drawings
 - Procurement and delivery of critical materials
 - Fabrication, installation, and testing of special material and equipment
 - Duration of work, including completion times of all stages and their sub-phases

The activities shall be separately identifiable by coding or use of sub-networks or both. The duration of each activity shall be verifiable by manpower and equipment allocation, in common units of measure, or by delivery dates and shall be justifiable by the Contractor upon the request of the Engineer.

Detailed subnetworks will include all necessary activities and logic connectors to describe the work and all restrictions to it. In the restraints, include those activities from the project schedule which initiated the subnetwork as well as those restrained by it.

Include a tabulation of each activity in the computer mathematical analysis of the network diagram. Furnish the following information as a minimum for each activity:

- Event (node) number(s) for each activity
- Activity description
- Original duration of activities (in normal workdays)
- Estimated remaining duration of activities (in normal workdays)
- Earliest start date or actual start date (by calendar date)
- Earliest finish date or actual finish date (by calendar date)
- Latest start date (by calendar date)
- Latest finish date (by calendar date)
- Slack or float time (in workdays)

Computer printouts shall consist of at least a node sort and an “early start/total-float” sort.

- A. Within 10 days after the Effective Date of the Contract, prepare and submit to the Engineer a practicable schedule showing the order in which the Contractor proposes to carry out the Work, the dates on which the important features of the work will start, and the contemplated dates for completing same. A time-scaled bar chart schedule shall include the following:
 - Construction activities
 - Submittal and review of critical material samples and shop drawings
 - Procurement and delivery of critical materials
 - Duration of work, including completion times of all stages and their sub-phases
- B. Attention is drawn to typical local climatic weather patterns and Work shall be coordinated accordingly.
- C. Complete project schedule shall be revised and resubmitted to the Engineer at a minimum occurrence of every 3 weeks for review.
- D. Three Week Lookahead Schedules: Provide each week at the weekly construction meeting. The previous week’s completed work shall be shown on the schedule for a total of 4 weeks shown.

2.2 BREAKDOWN OF CONTRACT PRICE

- A. Within 10 days after the Effective Date of the Contract, submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead adding up to the total lump sum contract price.
- B. Breakdown of lump sum bids shall be coordinated with the items in the schedule and shall be in sufficient detail to serve as the basis for progress payments during construction.

- C. Engineer will review the contract price breakdown and may request items to be further broken down or for more items be added in order to facilitate tracking of work progress for payment.
- D. Preparatory work, bonds, and insurance required in setting up the job will be allowed as a separate entry on the cost breakdown but shall not exceed 5 percent of the total base bid.
- E. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.

2.3 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents. Submitted data shall be sufficient in detail for determination of compliance with the Contract Documents.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
 - 1. Note submittal will be returned to Contractor without review of submittal if products, models, options, and other data are not clearly marked or identified.
- C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. After review, produce copies and distribute according to Paragraph 1.5.M and for record documents.

2.4 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer licensed in the state of Project responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.

2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. All dimensioned shop drawings shall be scalable and provided as full-sized (22-inch x 34-inch) sheets. PDF electronic files shall print as scalable full-sized sheets.
- E. After review, produce copies and distribute according to Paragraph 1.5.M and for record documents.

2.5 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
1. Submit to Engineer for aesthetic, color, and finish selection.
 2. Submit Samples of finishes, textures, and patterns for Owner selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to Paragraph 1.5.M and for record documents.

2.6 DESIGN DATA

- A. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.

- B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

2.7 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge and records as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

2.8 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

2.9 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

2.10 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge and records as Contract administrator or for Owner.
- B. Submit report within 48 hours of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

2.11 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Engineer's knowledge and records as Contract administrator or for Owner.

- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

2.12 OPERATION AND MAINTENANCE (O&M) INSTRUCTIONS

- A. Submit preliminary O&M materials for review by Engineer. The equipment manufacturer may furnish instruction manuals prepared specifically for the equipment furnished or standard manuals may be used if statements like "if your equipment has this accessory..." or listings of equipment not furnished are eliminated. O&M materials will be returned to the Contractor for resubmittal if the O&M materials do not clearly indicate what specific equipment was furnished and all items not provided being clearly crossed out. Poorly reproduced copies are not acceptable. Operation and maintenance instructions shall contain the following as a minimum:
 - 1. Reviewed shop drawings and submittal data;
 - 2. Model, type, size, and serial numbers of equipment furnished;
 - 3. Equipment and driver nameplate data;
 - 4. List of parts showing replacement numbers;
 - 5. Recommended list of spare parts;
 - 6. Complete operating instructions including start-up, shutdown, adjustments, cleaning, etc.;
 - 7. Maintenance and repair requirements including frequency and detailed instructions; and
 - 8. Name, address and phone numbers of local representative and authorized repair service.
- B. Following review of the preliminary O&M materials by the Engineer and before acceptance of the Work, submit four copies of complete final operation and maintenance instructions for all equipment supplied. Submit items in 8-1/2 x 11-inch heavy-duty three-ring binders when appropriate, or in 8-1/2 x 11-inch file folders. All binders and folders shall have clear plastic pockets on the front of the cover and the spine to allow for insertion of identifying information.

2.13 OTHER REQUIRED SUBMITTALS

A. Other required submittals include the items listed below. This list is provided for Contractor's convenience only and may not be complete in all respects. Contractor shall provide all submittals specified or required, whether or not listed here.

1. Contractor Emergency Contact List.
2. Erosion and Sediment Control Plan.
3. Traffic Control and Protection Plan.

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 45 00 - QUALITY CONTROL

PART 1 GENERAL

1.1 DESCRIPTION

- A. This Section covers quality control requirements supplementary to those of the General Conditions and Technical Specifications.

1.2 PROVISIONS

- A. Contractor's Responsibility for Testing

The CONTRACTOR shall be responsible for the cost of all testing as specified in this section. Additional information has been provided regarding the payment responsibility for the OWNER with regards to the Project.

- B. OWNER's Right to Perform Additional Tests

The OWNER or ENGINEER reserves the right to complete additional testing. In such cases, the CONTRACTOR shall provide safe access for the OWNER or ENGINEER and their inspectors to adequately inspect the quality of work and the conformance with project specifications.

1.3 QUALITY ASSURANCE

- A. Testing Requirements

An independently owned and operated laboratory approved by the ENGINEER shall perform all testing as specified herein.

- B. Testing

1. General

- a. All required testing of work and/or materials shall be conducted in the presence of the ENGINEER. The CONTRACTOR shall provide 48-hour notification to the OWNER and OWNER's REPRESENTATIVE prior to conducting any and all quality assurance testing. Where applicable, work and materials shall only be buried with the consent of the ENGINEER.
- b. Where such inspection and testing are to be conducted by an independent laboratory or agency, the sample, or samples of material to be tested shall be selected by such laboratory or agency or by the ENGINEER. The CONTRACTOR shall furnish such samples of all materials without charge to OWNER.

- c. The results from any and all tests are made for the information of the OWNER. Regardless of any test results, the CONTRACTOR is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Drawings and Specifications.

2. Costs of Testing

- a. The CONTRACTOR shall be responsible for and shall pay for all tests as specified in Part 3 of this Section. Additional information has been provided regarding the payment responsibility for the OWNER with regards to the Project.
- b. With regards to all materials to be tested, where test results demonstrate that the material or workmanship does not meet the minimum requirements of the Contract Documents, additional testing shall be completed and shall be paid for by the CONTRACTOR with no reimbursement by the OWNER.

1.4 SPECIAL INSPECTIONS

Special inspections and testing as required by Chapter 17 of the IBC shall be conducted by OWNER-retained Special Inspectors and Testing Agencies as required and as indicated in the Contract Documents.

A. Special Inspectors and Testing Agencies Responsibilities

1. Verify that manufacturers maintain detailed fabrication and quality control procedures and review the completeness and adequacy of those procedures to perform the Work.
2. Promptly notify OWNER and CONTRACTOR of irregularities and deficiencies observed in the Work during performance of their services.
3. Submit certified written report of each test, inspection and similar quality control service to OWNER, CONTRACTOR, and jurisdictional authorities. Interpret test results and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
4. Submit final report of special inspections at Substantial Completion, including a list of unresolved deficiencies.
5. Re-test and re-inspect corrected work.

B. CONTRACTOR'S Responsibilities

1. Provide quality requirements to all subcontractors and enforce all requirements.

2. Notify OWNER, ENGINEER, Special Inspectors and Testing Agencies at least 48 hours in advance of time when Work that requires testing or special inspecting will be performed, unless otherwise indicated in the Contract Documents.
3. Pay for any CONTRACTOR requested testing and inspecting not required by the Contract Documents.
4. Pay for any re-testing or re-inspections by Special Inspectors and Testing Agencies for replacement work resulting from work that failed to comply with the Contract Documents. OWNER will deduct such costs from the Contract Price.
5. Submit copies of licenses, certifications, correspondence, records, and similar documents used to establish compliance with standards and regulations that pertain to performance of the Work to the OWNER, ENGINEER and Special Inspectors.
6. Where Special Inspection requires pre-construction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - a. Provide test specimens representative of proposed products and construction in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - b. Provide information on configurations of test assemblies, testing procedures and laboratory test records to adequately demonstrate capability of products to comply with performance requirements.
7. Cooperate with Agencies performing required tests, special inspections, and similar quality control services. Notify Agencies in advance of operations to permit assignment of personnel. Provide the following:
 - a. Access to the Work.
 - b. Incidental labor, equipment, and materials necessary to facilitate tests and special inspections.
 - c. Adequate quantities of representative samples of materials that require testing and inspecting. Assist Agencies in obtaining samples.
 - d. Provide facilities for storage and field curing of test samples.
 - e. Deliver samples to Testing Agencies.

8. Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and special inspecting.
9. Schedule times for tests, special inspections, obtaining samples, and similar activities. Distribute schedule to OWNER, ENGINEER, Special Inspectors, Testing Agencies, and each party involved in portions of the work where tests and special inspections are required.

1.5 SUBMITTALS

A. Laboratory Test or Inspection Reports

Each report shall be signed and certified by the independently owned and operated testing laboratory. Unless otherwise specified, submit three copies of each report to the OWNER or OWNER’s REPRESENTATIVE.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 FIELD TESTING SCHEDULE

- A. The CONTRACTOR shall complete field testing in accordance with the following schedule. Additional source material testing shall be completed as necessary to establish the basis of field tests. The frequency of testing listed in this schedule lists the minimum number of tests per quantity of work completed by the CONTRACTOR. Testing locations to be determined by the ENGINEER.

Material to be Tested	Payment Responsibility for Initial Testing	Minimum Testing Frequency
Trench Backfill	CONTRACTOR	See Article 3.16, Field Quality Control of Section 31 23 17, Trenching for further details.
Asphalt Concrete	CONTRACTOR	As required when placed. See detailed requirements in Article 3.3, Field Quality Control of Section 32 12 16, Asphalt Paving.
Concrete	Contractor	As required when placed. See detailed requirements in Article 3.15, Quality Control Testing During Construction of Section 03 30 00, Cast-In-Place Concrete.

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Temporary construction facilities and control requirements for the Work include the following. CONTRACTOR responsible for providing all other temporary facilities and controls necessary to complete the Work as described in the Contract Documents.
 - 1. Utilities including lighting and electricity, heat, telephone service, internet access and water.
 - 2. Sanitary facilities.
 - 3. Fire protection.
 - 4. Roads.
 - 5. Security fencing.
 - 6. Enclosures.
 - 7. Parking.
 - 8. Traffic Control.
 - 9. OWNER'S access to facilities.
 - 10. Field office for CONTRACTOR'S personnel.
 - 11. ENGINEER'S field office and equipment.
- B. Maintain temporary facilities in proper and safe condition throughout progress of Work.
- C. Comply with federal, state, and local codes and regulations, and utility company requirements.

1.2 LAYOUT OF TEMPORARY FACILITIES

- A. Before starting Work, submit to OWNER, for approval, proposed layout of temporary facilities.

- B. Should CONTRACTOR require space in addition to that shown on Drawings, CONTRACTOR shall make arrangements for storage of materials and equipment in locations off Site.

1.3 UTILITY PROPERTIES AND SERVICE

- A. In areas where the CONTRACTOR’s operations are adjacent to or near a utility and such operations may cause damage which might result in significant expense, loss and inconvenience, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the CONTRACTOR.
- B. The CONTRACTOR shall notify all utility offices which may be affected by the construction operation at least 48 hours in advance. Before exposing any utility, the utility having jurisdiction shall grant permission and may oversee the operation. Should service of any utility be interrupted due to the CONTRACTOR’s operation, the proper authority shall be notified immediately. It is of the utmost importance that the CONTRACTOR cooperates with the said authority in restoring the service as promptly as possible. Any costs shall be borne by the CONTRACTOR.

Potable Water, Storm Drain	City of West Linn
Sanitary Sewer (on-site)	City of West Linn and Clackamas WES
Natural Gas	NW Natural
Telephone/Data	CenturyLink, Comcast
Power	PGE

- C. CONTRACTOR to contact one-number locator service (811) at least 48 hours in advance in advance of all excavations or other activities that may disturb and/or damage existing utilities. Existing utilities which may be impacted include the following.:

1.4 TEMPORARY LIGHTING AND ELECTRICITY

- A. General:
 - 1. Temporary lighting shall be sufficient to enable CONTRACTOR and Subcontractors to complete Work and enable OWNER to observe Work. Illumination shall meet or exceed state code requirements.
- B. Temporary electric power may be obtained from OWNER’S electrical system as follows:
 - 1. Power is available at the site but may be limited. Power is available within existing structures but maybe significantly limited due to existing equipment and loads.

2. Make arrangements with OWNER to review potential sources of temporary electricity and limitations of existing power supplies.
 3. Based on review and potential sources, CONTRACTOR shall develop a layout of temporary electrical power for review by OWNER.
 4. CONTRACTOR is responsible to implement temporary power and provide electrical protection to prevent disruption of plant power from over-current, ground faults, and short circuits.
- C. Temporary Electric Power:
1. Provide, maintain, and remove temporary electric service facilities.
 2. Provide temporary electric systems and components in conformance with requirements of National Electric Code and local authorities.
 3. Facilities exposed to weather shall be weatherproof type.
 4. Enclosures shall be locked to prevent unauthorized access.
 5. Provide lamps, wiring, switches, sockets, and similar equipment required for temporary lighting and power tools.
 6. Provide electric service to temporary offices.

1.5 TEMPORARY HEAT

- A. General:
1. Provide heating required for cold weather protection for all facilities.
 2. Provide heating required after enclosure of structure.
 3. Except as otherwise called for, temperature shall be kept above 50°F.
 4. Heat shall be warm air from oil, electric or gas-fired portable heaters suitably vented to outside.
 5. Open salamander type heaters are not permitted.
- B. Temporary Heating:
1. Provide temporary heat, pay fuel costs, and maintain heating units.
 2. Provide adequate heat to all parts of structure.

3. Repair or replace materials damaged because of lack of heat.
4. Provide throwaway filters if permanent system used for temporary heat.
5. If permanent system is used for temporary heat during construction, all system components shall be cleaned at completion of work, including ductwork.

1.6 TEMPORARY COMMUNICATIONS

- A. Provide temporary telephone service for CONTRACTOR'S use. Cell phones are acceptable but a source for local sending/receiving of fax transmission is required.
- B. Provide temporary internet access service for CONTRACTOR's use. Internet access shall be capable of sending and receiving emails with large file attachments, drawings, spreadsheets, and other documents.

1.7 PROJECT IDENTIFICATION

- A. Project Identification Signs are not required.

1.8 WATER FOR CONSTRUCTION AND TESTING

- A. CONTRACTOR is responsible for making all arrangements necessary for temporary water for construction under Permit by the City of West Linn Public Works Department.
 1. All costs for water and permit fees for non-potable water for construction purposes will be paid by the OWNER at no cost.
 2. The CONTRACTOR shall furnish all valves, hoses, connections, and other devices as necessary to obtain sufficient water for construction and for filling and testing of water lines as required. Fire hydrant use is allowed only by permission of the utility owner.
 3. Backflow protection is required on all connections to potable water systems.

1.9 SANITARY FACILITIES

- A. Provide temporary sanitary facilities conforming to state and local regulations, in sufficient numbers for use of CONTRACTOR'S and Subcontractor's employees.
- B. Maintain in sanitary condition and properly supply with toilet paper.
- C. Clackamas WES does not have Use of the City's existing sanitary facilities is not allowed.

1.10 TEMPORARY FIRE PROTECTION

- A. Provide and maintain fire extinguishers and other fire protection equipment and devices as would be reasonably effective in extinguishing fires during early stages by personnel at Site.

1.11 TEMPORARY SITE AND OTHER ROADS

- A. Maintain existing roads used during construction free from accumulation of dirt, mud, and construction debris.
- B. CONTRACTOR shall repair or replace existing roads that remain to original or better condition prior to Final Completion. Survey and record condition of existing roads prior to construction.

1.12 CONTRACTOR'S WORK AREA

- A. Work Area:
 - 1. Limit construction operations and storage of equipment and materials to areas within the public right of way or easement shown on Drawings and as determined by OWNER.
 - 2. Except as provided herein, no private property, or other area adjacent to Site shall be used for storage of CONTRACTOR'S equipment and materials unless prior written approval is obtained from legal owner of the respective locations.
 - 3. CONTRACTOR shall maintain staging areas during construction in a manner that will not obstruct operations of existing facilities. Work shall proceed in an orderly manner, maintaining construction Site and staging area free of debris and unnecessary equipment or materials.
- B. Storage and Protection of Equipment and Materials:
 - 1. The CONTRACTOR shall be solely responsible for the protection and security of all equipment and materials stored on the site. Equipment and materials stored at the site shall be placed neatly on the job site in an area and environment that will provide protection and security. Materials that are not adequately protected or stored in conformance with the manufacturer's recommendations will be rejected. Unusable materials (i.e., rejected or damaged liner material, old concrete chunks, metal scraps, etc.) shall be expeditiously removed from the job site.
 - 2. Provide appropriate barricades, signs, and traffic control devices in like-new condition where necessary to protect the public and City employees from any hazards associated with the storage of materials and equipment used for this PROJECT.

3. The CONTRACTOR may use the River Street Pump Station property for staging in coordination with the OWNER.
4. No equipment and/or materials shall be stored outside the immediate work area, in the following locations, or in the following manner:
 - a. In any maintained landscaped or lawn area.
 - b. In a manner that would totally eliminate an individual residents' street parking, or parking for the City's existing buildings.
 - c. In a manner that would block vehicle access through the work zone.
 - d. In front of any business.
5. The "immediate work area" is the area where work is taking place or will be taking place within one calendar day. The CONTRACTOR shall immediately move stored material or equipment which causes a nuisance or creates complaints

1.13 SECURITY

- A. No other security will be provided by OWNER.
- B. CONTRACTOR shall be responsible for loss or injury to persons or property where Work is involved and shall provide security and take precautionary measures to protect CONTRACTOR'S and OWNER'S interests.
- C. Provide and maintain temporary fencing of design and type needed to prevent entry into active construction areas.

1.14 ENCLOSURES

- A. Provide and maintain all enclosures, scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of Work.

1.15 PARKING

- A. Staging area and designated areas within construction limits may be used for parking of construction personnel's private vehicles and CONTRACTOR'S lightweight vehicles. Parking shall not impede access or deliveries to adjacent properties.
- B. Make arrangements for additional parking off site as required.
- C. No overnight parking, camping, or storage of personal vehicles, trailers or other items will be authorized.

1.16 TRAFFIC CONTROL AND PROTECTION

- A. The CONTRACTOR shall maintain traffic control and protection in the work areas 24 hours per day. Traffic control shall conform to the requirements set forth by the Oregon Department of Transportation as well as the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD) and local jurisdiction.
- B. The CONTRACTOR shall conduct its operations to maintain a minimum of one lane of traffic open for public and private access at all times on City, County and Public streets, roads, and highways. Provide a minimum of one spotter at the work zone and each temporary discharge location while work is occurring at that location. Permits obtained for the PROJECT may have more stringent requirements than noted in this section.
- C. Prior to beginning construction and as necessary or required by local or state agencies, the CONTRACTOR shall submit a detailed street closure and traffic control plan to the OWNER for approval, which meets the requirements of the of the Oregon State Department of Transportation. As construction proceeds, the CONTRACTOR shall notify the OWNER as to the status of street closures and detours, if required.
- D. All work shall be carried on with due regard for safety to the public. Open trenches shall be backfilled or covered with steel plates at the end of each day.

1.17 CONTRACTOR'S FIELD OFFICES AND BUILDINGS

- A. If required by CONTRACTOR, erect where designated by OWNER, and maintain temporary field office and tool and storage buildings for CONTRACTOR'S use.
- B. As part of the temporary field office, CONTRACTOR shall provide a meeting room with adequate area, tables, and seating to conduct weekly progress meetings.
- C. Buildings or trailers shall be neat and well-constructed, surfaced with plywood, siding, hardboard, or other similar material, well painted and void of advertisements.

1.18 ENGINEER'S FIELD OFFICE AND EQUIPMENT

- A. Not required on this project.

PART 2 PRODUCTS- (Not Used)

PART 3 EXECUTION

3.1 GENERAL

- A. Maintain and operate systems to ensure continuous service for duration of construction.
- B. Modify and extend systems, as Work progress requires.

3.2 REMOVAL

- A. Completely remove temporary materials, equipment, signs, and structures when no longer required.
- B. In unfinished areas, clean and repair damaged caused by temporary installations or use of temporary facilities, restore drainage, and evenly grade, seed, or plant as necessary to provide appearance equal to or better than original.
- C. In finished areas, restore existing or permanent facilities used for temporary services to specified, or original condition.

3.3 DAMAGE TO EXISTING PROPERTY

- A. CONTRACTOR is responsible for replacing or repairing damage to existing buildings, structures, sidewalks, roads, parking areas, and other existing assets.
- B. CONTRACTOR shall have option of having OWNER contract for such Work and have cost deducted from Contract Price.

3.4 OWNER'S USE

- A. Upon acceptance of Work, or portion of work defined and certified as Substantially Complete by OWNER, and OWNER commences full-time successful operation of facility or portion thereof, OWNER will pay cost for utilities used for OWNER'S operation. CONTRACTOR shall continue to pay for utilities used until final acceptance of Work, except as provided herein. However, heat for building as required for construction purposes shall still be paid by CONTRACTOR unless, due to occupancy by OWNER, more heat shall be required due to increased temperature or lengthened duration, in which case OWNER will bear difference in cost.

END OF SECTION

SECTION 01 56 39 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes provisions for temporary protection of trees and other plant life in preparation for site or building excavation Work.
- B. Related Sections:
 - 1. Section 31 10 00 - Site Clearing
 - 2. Section 31 23 16 - Excavation
 - 3. Section 31 23 17 - Trenching
- C. This specification shall be applied concurrently and in conjunction with other plant material protection measures herein described and specified.

PART 2 MATERIALS - NOT USED

PART 3 EXECUTION

3.1 INSPECTION

- A. Inspect all trees specified on the Drawings for protection prior to construction.
 - 1. Document with written memorandum and photographs any unusual conditions.
 - 2. Submit copies of documentation to ENGINEER prior to beginning work.
- B. Verify all conditions on the Drawings with actual conditions at Site regarding tree protection prior to any site disturbance.
- C. The OWNER must be present during demolition of existing conditions occurring within the drip line of trees designated to remain.
- D. Notify OWNER 24 hours prior to inspections and/or tagging of protected trees.

3.2 PROTECTION

- A. Install barricades specified in the Drawings at drip lines of trees designated to remain prior to the commencement of construction.
- B. Clearly designate protected trees and clear of any material storage, personnel, or vehicular movement.

- C. Provide temporary fencing, barricades, and guards as necessary or required to protect trees designated on the Drawings to remain, from damage above and below grade.
- D. Protect root systems of trees and plant life to remain.
 - 1. Protect from damage due to noxious materials in solution caused by runoff or spillage during mixing and placement of construction materials.
 - 2. Protect from flooding, erosion, or excessive wetting resulting from dewatering operations and compaction.
 - 3. Protect against unauthorized cutting, breaking, skinning roots and branches, or bruising bark.
 - 4. Protect from smothering and compaction.
 - a. Do not store construction materials or permit vehicles to drive or park within the drip line area of any tree to remain.
 - 5. Protect from dumping of refuse in close proximity.
- E. Where cutting is necessary, review conditions with the OWNER before proceeding, and comply with directives of OWNER.

3.3 EXCAVATION AROUND TREES

- A. Excavate within drip lines of trees only where indicated on the Drawings or as directed by OWNER.
- B. Where trenching for utilities is required within drip lines, tunnel under or around roots by hand excavating.
 - 1. Where possible trench toward trunk of tree and tunnel under central root mass to avoid severing all lateral roots on side of trench.
 - 2. Do not cut main lateral roots or tap roots over 1-inch in diameter.
 - 3. Temporarily support and protect trees from damage until permanently covered with approved backfill.
- C. Do not allow exposed roots to dry out before backfill is placed.
 - 1. Provide temporary earth or burlap cover.
 - 2. Water roots daily when exposed and maintain in a moist condition.
- D. Backfill roots only upon inspection approval from the OWNER.

1. Backfill around root excavations only with clean imported topsoil free from materials deleterious to root growth.
 2. Backfill to eliminate voids and compact only by means of manual tamping at root areas.
 3. Water sufficiently to settle topsoil and eliminate voids or air pockets around roots.
 4. Allow for natural settlement of soil surface and furnish and apply topsoil sufficient to bring to original finish grade after backfill settlement.
- E. If during excavation, any condition arises that threatens the survivability of the protected tree, or an unknown condition arises that affects the stability or integrity of the root system, notify the ENGINEER immediately.

3.4 REPAIR AND REPLACEMENT OF DAMAGED TREES

- A. In the event of damage to existing trees:
1. Immediately prune limbs smaller than 3-inch caliper or roots smaller than 2-inch caliper to repair trees damaged by construction operations.
 2. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees.
 3. Any such pruning and/or repairs shall be approved in advance and at completion by OWNER.
 4. The OWNER shall reserve the right, at cost to the CONTRACTOR, to obtain the services of a Certified Consulting Arborist with current membership in the American Society of Consulting Arborists to determine the severity of damage.
 5. The CONTRACTOR is responsible for the cost of repairs caused by their actions or by the actions of subcontractors engaged by the CONTRACTOR.
- B. Remove and replace dead or damaged trees which are determined by the OWNER to be incapable of restoration to normal growth patterns at no additional cost to OWNER.
1. Provide new trees of the same species as those removed or damaged, with size and/or quantity to be determined by OWNER.
 2. Furnish replacement trees and plant life to the Site and plant, maintain, and warranty as directed by the OWNER.

3. If trees are not replaceable with the same species, and size, compensate the OWNER for the replacement cost of the trees based on the evaluation of a Certified Consulting Arborist.
4. The CONTRACTOR is responsible for additional costs of removing damaged trees and labor for planting new specimens.

3.5 DESIGNATED TREE REMOVAL PROCEDURES

- A. If designated tree removal is specified by OWNER, furnish labor, material, and equipment necessary for removing and/or salvaging existing trees, if necessary, as designated on the Drawings for removal.
 1. Verify location and species with OWNER prior to removal.
- B. Salable logs or timber may be sold to CONTRACTOR's benefit upon notification and prior approval of OWNER. Upon approval, remove salable logs or timber promptly from site.

3.6 GRADING AND FILLING AROUND TREES

- A. Maintain existing grade within drip line of trees unless otherwise indicated on the Drawings or directed by the OWNER.

3.7 MAINTENANCE OF PROTECTIVE MEASURES

- A. Maintain protective measures throughout the construction process. Immediately repair any alteration to protection measures throughout construction process. Repair or reinstall protective measures immediately upon alteration. Monitor protective measures daily.
- B. Remove and clear area of debris and fencing, barricades, etc., upon final written approval of OWNER.

END OF SECTION

SECTION 01 57 19.11 - TEMPORARY SEWAGE CONTROL AND BYPASSING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes the requirements for providing temporary bypassing, temporary piping as needed to load trucks, hauling sewage, and discharging it into manholes to provide continuous conveyance of wastewater from a sewage pump station to a collection system during construction activities.
- B. Contract Requirements:
 - 1. Mapleton pump station (5105 Mapleton Drive, West Linn, OR 97068) continuously pumps raw wastewater through its force main pipeline to Bolton pump station. The Bolton (6615 Failing Street, West Linn, OR 97068) and River Street (5760 River Street, West Linn, OR 97068) pump stations continuously pump raw wastewater through its force main pipeline, under the Willamette River, and to a discharge manhole located in Clackamette Drive in Oregon City. The functions of these facilities shall not be compromised or diminished during the course of the Work, except as specified herein.
 - 2. Coordinate with WES staff to shut down the pump stations while the Work is completed on the Bolton and River Street force mains. This will only be permitted during dry weather periods and within the time limits outlined in Item 3. The Contractor shall provide and operate equipment and vehicles to pump sewage from the pump station influent manholes and haul it in trucks to a temporary discharge manhole located. Bypassing the Bolton Force Main also requires bypassing the Mapleton Pump station because it discharges immediately upstream of the Bolton Pump Station. See Figure 1 at the end of this section for the discharge locations. The Contractor shall determine how many hauling vehicles are required and provide a standby vehicle to be used in an emergency, but a minimum of three vector trucks at Mapleton Street, two vector trucks at Bolton, and two vector trucks at River Street are required.
 - 3. Plan and prosecute the Work to limit shut down of the pump stations Monday through Friday between the following time periods:
 - a. Mapleton and Bolton Pump Station – during nighttime from 10 p.m. to 6 a.m.
 - b. River Street Pump Station – no time restriction
 - 4. Contain and dispose of sewage in the pipelines that will drain when the pipelines are cut open to complete the Work.

5. Inadequate conveyance of sewage or temporary bypass pump system malfunctions could potentially result in the spillage or discharge of raw wastewater and sewage. State law allows the Department of Environmental Quality to impose civil penalties for violation of a term, condition, or requirement of Owner's NPDES Permit, including spillage or discharge of raw wastewater and sewage.
6. Spillage or discharge of raw sewage to surface waters or drainage courses is prohibited during construction. Penalties imposed on Owner as a result of any bypass of this type caused by Contractor, its employees or Subcontractors, and legal fees and other expenses to Owner resulting directly or indirectly from the bypass shall be borne in full by Contractor.
7. CONTRACTOR shall be responsible for controlling any and all leakage resulting from or integral to making all temporary and permanent piping connections and shall provide any and all devices and materials required to control, stop, divert, or dispose of any and all leakage.
8. Temporary force mains shall be pressure tested as specified herein and shall not leak any sewage during the timeframe it is used. Visually inspect the entire length of the force main alignment daily to verify there are no leaks.
9. Contractor is responsible for planning, scheduling, and sequencing its construction activities to ensure that pumping of wastewater at all times is uninterrupted.
10. Contractor is responsible for planning, scheduling, and sequencing its construction activities to ensure that pumping of wastewater can begin in accordance with the schedule outlined in Section 01 12 16, Work Sequence and remains in effect, at all times thereafter uninterrupted, until the complete facility has been accepted by Owner.
11. WES has the authority to deny and reschedule work that would require bypass if the weather is not favorable and rainfall is predicted.

1.2 RELATED SECTIONS

- A. Section 01 12 16, Work Sequence.

1.3 SUBMITTALS

- A. Individual Temporary Sewage Control and Bypassing Plan for each planned bypass. Submit each plan a minimum of four weeks prior to the proposed date of temporary bypassing activity. A "dry run" will be required to confirm plan is executed as described.
- B. Do not construct, install, or place in operation temporary process pumping and piping facilities until Engineer has reviewed and approved each planned bypass.

- C. Temporary Sewage Control and Bypassing Plan: At a minimum, to include the following:
 - 1. Name, qualifications, and references of the Supplier providing the pumping facilities, including a minimum of three jobs of similar scope and complexity.
 - 2. Description of the equipment to be used.
 - 3. Description of the temporary primary and backup power supply and estimated fuel consumption for engine-driven pumps and generators.
 - 4. Description of hauling vehicle tank capacity and time estimate to fill, move, and empty the tank at the temporary discharge locations. Estimate the number of vehicles required to have one vehicle being filled, one emptying, and one on standby at all times.
 - 5. Description of the control equipment, the temporary control panel(s), and the method to be used to operate the pumps.
 - 6. Drawing showing the layout and routing of bypassing equipment, piping, and valves with associated sizes and dimensions.
 - 7. Traffic control and staging plans for vehicles at the pump stations and discharge manhole locations.
 - 8. Contingency plan describing steps to be taken if trucks hauling sewage are delayed by traffic congestion or mechanical problems.
 - 9. Noise levels at minimum and maximum operating speed.
- D. Results of field pressure test of temporary piping shall be submitted prior to startup of temporary pumping operation.

1.4 CONTINUITY OF PUMP STATION OPERATION

- A. Once initiated, bypassing must be kept in operation, except as specified herein, until the new facilities are accepted by Owner and capable of accepting the raw sewage.
- B. Execute Work in such a way to allow reasonable access to the facilities by Owner.
- C. Coordinate the switch-over from the temporary bypassing system to the new facilities with Owner.
- D. Through the use of permanent or temporary pumps, maintain the following minimum bypassing ability at all times during construction:

1. Minimum Capacity: 300 gallons per minute (gpm) at Mapleton, 350 (gpm) at Bolton pump station, and 250 gpm at River Street pump station during dry weather flow. The contractor shall calculate the pumping head requirements.
2. Redundancy: Provide onsite, and installed ready for operation, a complete redundant backup pump equal to or larger than the largest pump in the system used to provide the specified minimum pumping capacity.
3. Noise Standard: The temporary pumping system shall meet all local, State, and Owner's noise standards for operating in a residential environment.

1.5 DISCHARGING OF WASTEWATER TO SURFACE WATERS

- A. Any discharge of wastewater to surface waters is prohibited.

PART 2 PRODUCTS

2.1 TEMPORARY BYPASS EQUIPMENT

- A. Provide all temporary bypassing equipment necessary to ensure continuous pumping operations during pump station shutdowns.
- B. Temporary bypass pumps shall meet the flow requirements as specified above to load tanker trucks for hauling sewage. Temporary bypass pumps shall be non-clog raw sewage pumps.
- C. Primary and secondary pumps shall be diesel fueled engine-driven non-clog dry-prime sewage pump.
- D. Hauling vehicles shall be specifically designed for hauling and discharging raw sewage, be in good working order, and have a minimum tank capacity of 3,000 gallons.
- E. Temporary pumping equipment shall include a pump control panel to allow the pump station to be automatically operated, unless manually operated by the Contractor's staff.
- F. Provide all lifting mechanisms required to install, maintain, and remove temporary pumping equipment.

2.2 TEMPORARY PIPING

- A. Provide temporary piping, valves, and fittings for temporary pumping equipment, using sizes and types shown in the Drawings.
- B. Provide pipe and couplings rated for a minimum pressure of 150 pounds per square inch (psi).

2.3 SPILL CONTAINMENT

- A. Secondary spill containment berms shall be provided for all diesel fueled equipment and other locations where sewage may be spilled during the loading and unloading of trucks. Spill containment berm shall be made of 40-mil Linear Low-Density Polyethylene material with minimum 12-inch-tall aluminum L-Bracket wall supports.

PART 3 EXECUTION

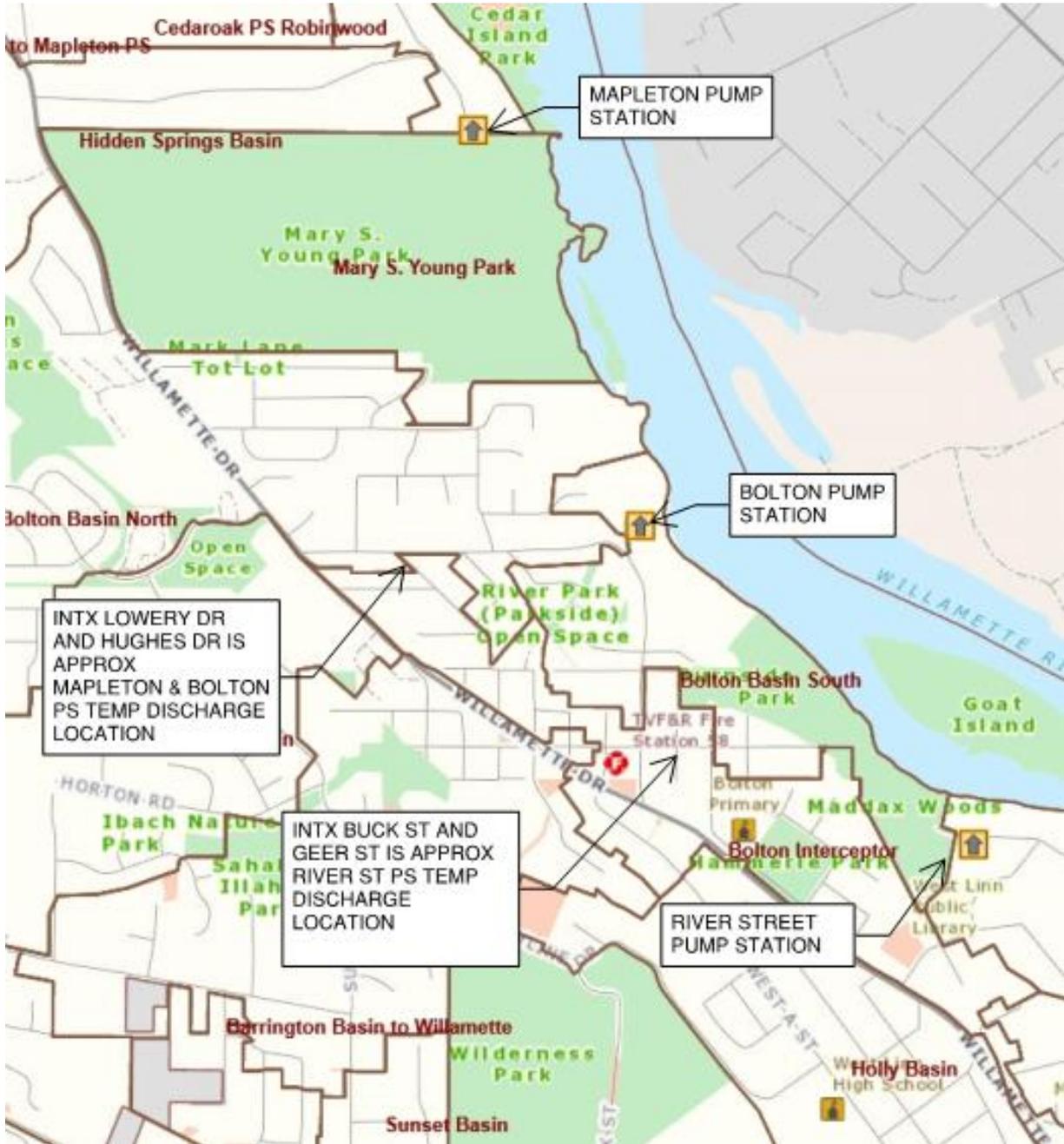
3.1 OPERATION

- A. Contractor shall be responsible for all costs associated with temporary pumping, hauling, and discharge of sewage.
- B. Respond to and resolve all alarms from temporary pumping operations. Have personnel available to respond to an alarm within 30 minutes.
- C. Notify Owner immediately in the event of a high level or overflow alarm. Owner will provide names and telephone numbers of personnel to be contacted in the case of an alarm or other emergency.

3.2 STAFFING

- A. Provide labor to operate the temporary pumping and hauling operations, including supervisors at each pump station to monitor water levels in the wet well.

FIGURE 1 – Temporary Discharge Locations



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DIVISION 02 – EXISTING CONDITIONS

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SECTION 02 41 00 - DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of existing facilities.
 - 2. Abandoning and removing utilities.
- B. Related Sections:
 - 1. Section 31 05 16 - Aggregates for Earthwork
 - 2. Section 31 10 00 - Site Clearing
 - 3. Section 31 23 16 – Excavation

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Submit to Engineer a copy of written permission of private property owners, with copy of fill permit for said private property, as may be required for disposal of materials.

1.3 QUALITY ASSURANCE

- A. Existing Conditions: Determine the extent of work required and limitations before proceeding with Work.
- B. Conform to applicable local, state, and federal codes for environmental requirements in relation to disposal of debris.
 - 1. Burning at the Site for the disposal of refuse, debris, and waste materials resulting from demolition and site clearing operations shall not be permitted.
- C. Permits: The Contractor is responsible for obtaining all necessary permits required for completion of the Work described in this Section.
- D. Protection of Persons and Property: Meet all federal, state, and local safety requirements for the protection of workmen, other persons, and property in the vicinity of the Work and requirements of the General Provisions.
- E. If the existing material to be demolished and removed contains any hazardous materials which will require special handling upon removal, such as asbestos or lead, it is the responsibility of the Contractor to remove and dispose of the material in accordance with all applicable federal, state, and local regulations.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Existing Materials: All materials, equipment, miscellaneous items, and debris involved, occurring, or resulting from demolition, clearing, and grubbing work shall become the property of the Contractor at the place of origin, except as otherwise indicated in the Drawings or Specifications.
- B. Crushed Rock: As specified in Section 31 05 16-2.1, Aggregates for Earthwork. Of the size shown in the Drawings or specified herein.
- C. Sand: As specified in Section 31 05 16-2.2, Aggregates for Earthwork.

PART 3 EXECUTION

3.1 EXAMINATION

- A. The Owner assumes no responsibility for the actual condition of the facilities to be demolished. The Contractor shall visit the site, inspect all facilities and be familiar with all existing conditions and utilities.
- B. Demolition drawings identify major equipment and structures to be demolished only. Auxiliary utilities such as water, air, chemicals, drainage, lubrication oil, hydraulic power fluid, electrical wiring, controls, and instrumentation are not necessarily shown shall be considered incidental to all demolition work.
- C. Identify waste and salvage areas for placing removed materials.

3.2 PREPARATION

- A. Carefully coordinate the work of this Section with all other work and construction.
- B. Call Local Utility Line Information service at 811, not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
 - 2. Disconnect or arrange for disconnection of utilities (if any) affected by required work.
 - 3. Keep all active utilities intact and in continuous operations.

3.3 PROTECTION

- A. Utilities: Locate, identify, and protect utilities located by utilities and indicated in the Drawings to remain from damage.
- B. Survey control: Protect benchmarks, survey control points, and existing structures from damage or displacement.
- C. Preservation and Trimming of Trees, Shrubs and Other Vegetation: As specified in Section 31 10 00-3.4.C, Site Clearing.
- D. Landscaped Areas: Protect existing landscaped areas as specified in Section 31 10 00-3.4.D, Site Clearing.
- E. Miscellaneous Site Features: Protect all existing miscellaneous site features from damage by excavating equipment and vehicular traffic, including but not limited to existing structures, fences, mailboxes, sidewalks, paving, guy wires, utility poles, and curbs.
- F. Repair and Replacement:
 - 1. Damaged items, including but not restricted to those noted above, shall be repaired, or replaced with new materials as required to restore damaged items or surfaces to a condition equal to and matching that existing prior to damage or start of Work of this contract.
 - 2. Any damage to existing facilities or utilities to remain as caused by the Contractor's operations shall be repaired at the Contractor's expense.

3.4 DEMOLITION

- A. Areas which are to be excavated for the purpose of demolition shall be cleared and stripped in accordance with Section 31 10 00-3.6, Site Clearing.
- B. Carefully consider all bearing loads and capacities for placement of equipment and material on site. In the event of any questions as to whether an area to be loaded has adequate bearing capacity, consult with Engineer prior to the placement of such equipment or material.
- C. Demolition of Existing Structures:
 - 1. Excavate around existing structures as required to perform demolition operations and to plug associated existing pipelines where shown in the Drawing.

2. Provide shoring, bracing, and supports, as required, to ensure adjacent structures are not damaged and structural elements of existing structure are not overloaded during demolition activities.
 - a. Increase structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this Contract.
 - b. Remove all temporary protection when the Work is complete or when so authorized by the Engineer.
 3. Remove and dispose of all exposed and/or protruding metalwork, piping, plumbing, and conduits resulting from demolition activities, and electrical and mechanical equipment shall be removed from demolished structures.
 - a. Reinforcing bars shall be cut flush with final wall elevations as shown in the Drawings.
 - b. No detached metalwork, excluding concrete reinforcing bars, shall be buried with the concrete and masonry rubble.
- D. Backfill at Demolished Structures:
1. For structures designated to be abandoned and/or demolished in place, concrete and/or masonry rubble and excavated soils resulting from demolition activities shall be used for backfill or placed in the bottoms of said structures only as directed by the Engineer.
 2. Concrete and masonry rubble used for backfilling shall be broken into pieces no larger than 12 inches on any one side.
 3. Materials resulting from abandonment/demolition activities approved for backfill shall be combined with imported filler sand to create a dense, compacted backfill.
 4. Backfilling or placement of the excavated material in the structures shall meet the following requirements.
 - a. Furnish, place and compact filler sand along with the concrete and masonry rubble so that all voids are filled and a dense, compacted backfill is obtained.
 - b. Filler sand shall be placed in horizontal layers completely filling all voids between pieces of rubble and not exceeding 12 inches in thickness.
 - c. Each layer of filler sand shall be compacted to obtain at least 90 percent of maximum density as determined by ASTM Method D-698-78 (AASHTO T-99).

- d. Water shall be furnished by the Contractor and added to each layer as required to maintain optimum moisture content.
 - e. The amount of filler sand used shall only be the amount needed to fill all voids created by placement of the concrete and asphalt rubble, as directed by the Engineer.
 - f. At locations where concrete and masonry rubble are used for backfill, they shall be placed such that a minimum of 3 feet of compacted non-rubble backfill material (crushed rock) exists between any rubble and finished grade. Protruding reinforcing bars shall be cut to lengths that allow granular backfill to be placed and compacted to required levels in and above the rubble.
5. Disposal of all materials not used for backfill shall be performed off-site and in compliance with applicable local, state, and federal codes and requirements.
6. In areas where new construction will take place, no trace of these structures shall remain prior to placing of backfill.
- E. Backfilling within the footprint of new structures with rubble material resulting from demolition activities will not be allowed.
- F. All existing improvements designated in the Drawings or specified to be removed, including but not limited to structures, pipelines, walls, footings, foundations, slabs, pavements, curbs, fencing, and similar structures occurring above, at, or below existing ground surface shall be included in the demolition work.
- G. Unless otherwise specified, any resulting voids shall be backfilled with suitable excavated or imported material compacted to the density of the adjacent soil.

3.5 ASPHALTIC CONCRETE DEMOLITION

- A. Asphalt pavement shall be removed to the limits shown in the Drawings.
- B. The limits of the removal shall be saw cut.
- C. Asphalt pavement may not be used as rubble fill.

3.6 REMOVAL

- A. Remove debris, rock, excavated materials, rubble, abandoned piping, and extracted plant life resulting from abandonment and/or demolition activities from site.
- B. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.

- C. Removal: All material resulting from demolition, clearing, and grubbing, and trimming operations shall be removed from the project site and disposed of in a lawful manner. Materials placed on property of private property owners shall be by written permission only.

3.7 CLEANUP:

- A. During and upon completion of work, promptly remove all unused tools and equipment, surplus materials, debris, and dust and shall leave all areas affected by the work in a clean, condition, as may be subject to Engineer approval.
- B. Adjacent structures shall be cleaned of dust, dirt, and debris resulting from demolition.
- C. Adjacent areas shall be returned to their existing condition prior to the start of work.

3.8 SCHEDULES

- A. The following structures are to be demolished for the project site:
 - 1. Existing vault top slab
 - 2. Existing 4' diameter manhole
- B. Protect the following structures:
 - 1. Existing vault (lid to be removed as shown on plans)

END OF SECTION

DIVISION 03 - CONCRETE

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SECTION 03 01 30.71.11 - CONCRETE REHABILITATION

PART 1 GENERAL

1.1 DESCRIPTION

- A. This section specifies concrete cleaning and subsequent rehabilitation work as directed on the concrete air valve vault walls and floor.
- B. The scope of work includes the following:
 - 1. Concrete rehabilitation. Inspect in field and rehabilitate areas of damaged concrete surfaces with concrete rehabilitation mortar system specified herein.

1.2 REFERENCE SPECIFICATIONS, CODE AND STANDARDS

- A. Codes and Standards -- Comply with the provisions of the following codes, specifications, and standards, except as otherwise shown or specified.
 - 1. ACI 301 "Specifications for Structural Concrete for Buildings"
 - 2. ACI 311 "Recommended Practice for Concrete Inspection"
 - 3. ACI 318 "Building Code Requirements for Reinforced Concrete"
 - 4. ACI 347 "Recommended Practice for Concrete Formwork"
 - 5. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete"
 - 6. ACI 503.4-92 "Standard Specifications for Repairing Concrete with Epoxy Mortars"
 - 7. Concrete Reinforcing Steel Institute, "Manual of Standard Practice"
- B. Comply with building code requirements which are more stringent than the above and all OSHA requirements.
- C. Related Sections:
 - 1. 03 30 00 Cast In Place Concrete

1.3 CONTRACTOR SUBMITTALS

- A. Materials List -- The CONTRACTOR shall provide a materials list for all concrete rehabilitation materials which indicates the manufacturer and identifies which rehabilitation system the material corresponds with.

- B. Manufacturer's and Applicator Information -- For each rehabilitation to be used the CONTRACTOR shall submit, the following listed data.
1. Manufacturer's data sheet for each product used, including statements on the suitability of the material for the intended use.
 2. Manufacturer's instructions and recommendations on surface preparation and application.
 3. Colors available for each product and each coat.
 4. Material safety data sheet (MSDS) for each product used.
 5. The name of the proposed concrete rehabilitation contractor along with completed Request for Qualification as specified above.
 6. Certificate -- Submit manufacturer's certificate of compliance with the specifications and standards signed by a representative in the manufacturer's employ.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

1.5 JOB CONDITIONS

- A. Environmental Conditions: Ambient and substrate temperatures at time of application shall be in accordance with manufacturer's specifications.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of a specified coating or mortar.

1.6 WARRANTY

- A. Provide a written warranty from the manufacturer against defects of materials for a period of one year, beginning with date of substantial completion of the project. This warranty shall be a material and labor warranty from the manufacturer covering both material and labor in the event of product failure within the specified warranty period.

1.7 SAFETY AND HEALTH REQUIREMENTS

- A. Ventilation, electrical grounding, and care in handling concrete rehabilitation materials and equipment are important safety precautions during concrete rehabilitation projects. CONTRACTOR shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The CONTRACTOR shall provide and require use of personal protective life saving equipment for persons working in or about the project site.
- B. All ladders, scaffolding and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by ENGINEER to facilitate inspection and be moved by the CONTRACTOR to locations requested by the ENGINEER.
- C. Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof. Ventilation shall reduce the concentration of air contaminant to the degree a hazard does not exist by educting air, vapors, etc. from the confined space. Air circulation and exhausting of solvent vapors shall be continued until concrete rehabilitation materials have fully cured.
- D. Illumination: Spark proof artificial lighting shall be provided for all work in confined spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by the ENGINEER, the CONTRACTOR shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the ENGINEER.
- E. The CONTRACTOR shall comply with all applicable Oregon OSHA, EPA, and DEQ regulations relating to surface preparation, application, and all associated activities.

1.8 QUALITY ASSURANCE

- A. Workmanship -- The CONTRACTOR is responsible for correction of concrete rehabilitation work that does not conform to the specified requirements, including strength, tolerances, and finishes. Correct deficient concrete as directed by the ENGINEER. The CONTRACTOR shall also be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work.
- B. Materials and installed work may require testing and retesting, as directed by the ENGINEER, at any time during the progress of the work. Allow free access to material stockpiles and facilities at all times. All testing, including the retesting of rejected materials and installed work shall be done at the CONTRACTOR's expense.

- C. Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state, and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.
- D. The CONTRACTOR shall provide all instruments required for testing atmospheric conditions and shall, during concrete rehabilitation operations, perform all required measurements in the company of the ENGINEER. As a minimum, the CONTRACTOR shall measure and record temperature and relative humidity daily prior to beginning any application of concrete rehabilitation. Records shall be maintained on forms approved by the ENGINEER.
- E. CONTRACTOR shall furnish, until final acceptance of concrete rehabilitation systems, inspection devices in good working condition as required for monitoring moisture content and/or temperature and all other parameters as required by the manufacturer. Inspection devices shall be operated by or in the presence of the ENGINEER with location and frequency basis determined by the ENGINEER. The ENGINEER is not precluded from furnishing his own inspection devices and rendering decisions based solely on their tests.

PART 2 PRODUCTS

2.1 GENERAL

- A. Definitions -- The terms "concrete rehabilitation materials" or "mortars" as used herein, shall include surface treatments, epoxy resins, rehabilitation mortars and all concrete rehabilitation materials whether used as a pretreatment or primer.
- B. General -- Concrete rehabilitation shall be sealed in containers that plainly show the designated name, formula or specification number, batch number, date of manufacture, expiration date, manufacturer's directions, and name of manufacturer, all of which shall be plainly legible at the time of use.
- C. The CONTRACTOR shall use concrete rehabilitation materials suitable for the intended use and recommended by their manufacturer for the intended service.
- D. Compatibility -- In any concrete rehabilitation system only compatible materials from a single manufacturer shall be used in the work unless approved by the ENGINEER. Attention shall be directed to compatibility of primers or corrosion inhibitors and finish coats or mortars.
- E. Concrete Rehabilitation Materials -- Products shall be standard products produced by recognized manufacturers who are regularly engaged in production of such materials for essentially identical service conditions. Where requested, the CONTRACTOR shall provide the ENGINEER with the names of not less than 10 successful applications of

the proposed manufacturer's products demonstrating compliance with this specification requirement.

- F. Substitute or "Or-Equal" Submittals -- Unless otherwise specified, materials are from the catalogs of the companies listed herein. Materials by other manufacturers are acceptable provided that they are established as being compatible with and of equal quality to the concrete rehabilitation materials of the companies listed. The CONTRACTOR shall provide satisfactory documentation from the firm manufacturing the proposed substitute or "or equal" material that said material meets the specified requirements and is equivalent or better than the listed materials. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.
- G. The cost of all equipment used in testing and analyzing of the concrete rehabilitation materials that may be required by the ENGINEER shall be paid by the CONTRACTOR.

2.2 CONCRETE REHABILITATION SYSTEMS

A. General

Provide and apply the concrete rehabilitation systems that follow as listed in the concrete rehabilitation system schedule herein, as required by these specifications and as directed by the ENGINEER.

B. Rehabilitation Mortar System

1. Location - All eroded and spalled concrete surfaces and areas with exposed reinforced steel.
2. Surface preparation – As specified herein.
3. System - Apply a corrosion inhibitor/primer/bonding agent to all exposed rebar and other steel components and to concrete surfaces to be rehabilitated per manufacturer's requirements. Apply a polymer-modified, cement-based, rehabilitation mortar, trowel applied as specified by the manufacturer.

C. Approved Epoxy Mortars

1. Concesive Standard Paste LPL
2. Contech Services KonTek K-122 LPP

PART 3 EXECUTION

3.1 STORAGE AND MIXING OF MATERIALS

- A. Manufacturer's Recommendations -- Unless otherwise specified herein, the concrete rehabilitation manufacturer's printed recommendations and instructions for thinning, mixing, handling, applying, and protecting its materials, for preparation of surfaces, and for all other procedures relative to the work specified herein shall be strictly observed.
- B. All materials shall be used within the manufacturer's recommended shelf life.

3.2 SURFACE PREPARATION

A. General

All surfaces to be rehabilitated shall be prepared as specified by the concrete rehabilitation manufacturer.

B. Concrete Preparation

1. Concrete – Clean concrete surface using high pressure washing equipment and mechanical tools to remove all loose concrete as required to expose sound aggregate. Clean concrete surfaces to achieve a contaminate-free, open textured surface. Square cut or undercut perimeter to minimum depth as specified by the rehabilitation mortar manufacturer.
2. Reinforcing Steel - Remove all loose concrete around the exposed steel and hand tool or blast clean all portions of rebar with visible rust to near white metal finish. If half of the diameter of the reinforcing steel is exposed, chip out behind the reinforcing steel to a 1/2-inch minimum depth. Splice new reinforcing steel to existing where corrosion has depleted the cross-section area by 25%.

3.3 APPLICATION

- A. All concrete rehabilitation materials shall be applied as specified by the concrete rehabilitation material manufacturer.

3.4 CORRECTIONS AND CLEAN-UP

A. Mortar System

1. Uncured materials can be cleaned from tools with water. Cured materials may need to be removed mechanically.
2. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

END OF SECTION

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SECTION 03 21 00 - REINFORCING STEEL

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes all the work necessary to furnish all labor, materials, equipment, and services necessary to furnish reinforcing steel, accessories, welding, equipment and services, and place concrete reinforcement.
- B. Section includes:
 - 1. Reinforcing steel.

1.2 RELATED SECTIONS

- A. Section 03 30 00 – Cast-In-Place Concrete Work.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Submit shop drawings of detailed placing and bending lists for the ENGINEER's approval before the reinforcement is fabricated.
- C. Mill Certificates: Mill test certificates shall be submitted to the ENGINEER to certify that the reinforcing steel meets the specified requirements. Mill test certificates shall be furnished and paid for by the CONTRACTOR.
- D. In addition, the ENGINEER may require that test samples be taken, and test certificates be furnished by a reputable material testing laboratory at the OWNER's expense.

1.4 QUALITY CONTROL

- A. The ENGINEER may require that test samples be taken, and test certificates be furnished by a reputable material testing laboratory at the OWNER's expense.

PART 2 PRODUCTS

2.1 DEFORMED REINFORCING BARS

- A. Unless otherwise specified, reinforcing steel shall be Grade 60 billet steel conforming to ASTM Specification A615 or ASTM 706.

1. All such reinforcing shall be deformed steel bars with *deformations* conforming to the requirements set forth in ASTM Specification A615 or ASTM 706
 2. Stirrups and Ties shall be Grade 60 but Grade 40 may be used for #3 and smaller.
- B. Spiral reinforcement and steel wire shall be cold-drawn steel wire conforming to the requirements of ASTM Specification A82 unless shown otherwise on the Drawings.
- C. Welded Wire Fabric (WWF) shall conform to ASTM Specification A185.
- D. Bar and rod mats for concrete reinforcement conforming to ASTM A184
- E. Tie wire, 16 gauge or heavier black annealed wire.
- F. Varying grades shall not be used interchangeably in structures.
- G. Steel bending processes shall conform to the requirements of ACI 318.
- H. Bending or straightening shall be accomplished so that the steel will not be damaged.
- I. Kinked bars shall not be used.

2.2 PLAIN REINFORCING BARS

Spiral reinforcement shall be cold-drawn steel wire conforming to the requirements of ASTM A82 unless shown otherwise on the Drawings.

Plain smooth dowels and ¼-inch diameter smooth bars conforming to ASTM A615 Grade 60.

2.3 SUPPORTS

- A. Bar supports shall conform to ACI 315 and CRSI Manual of Standard Practice, Chapter 3, Bar Supports.
- B. Bar supports shall consist of approved high density "adobes", stainless steel chairs, plastic spacers or plastic shim plates.
1. Brick, broken concrete masonry units, spalls, rocks or similar materials **shall not** be used for support of reinforcing steel.
 2. Steel chairs shall be furnished with plastic tips when incorporated into concrete exposed to view, such as in the roof slab.
 3. Plastic spacers shall be PRECO BARSPAN WHEELS, as manufactured by the PRECO CORPORATION or equal.

4. Plastic shim plates may be used to support the plastic spacers and shall be used to support the vertical reinforcing in the corewall, unless shown otherwise on the Drawings.

C. Hot-dipped Galvanized Reinforcing Bars

When reinforcing bars are indicated on the Drawings to be hot-dipped galvanized, they shall be galvanized in accordance with ASTM A767 and ASTM A143. The grade of reinforcing bars shall be as specified under Section 2.1. The bars shall be galvanized in conformance with a Class 1 coating and shall be galvanized after fabrication and shearing.

- D. Steel Tie Wire: Annealed steel tie wire shall be used to fasten the reinforcing steel in place.

PART 3 EXECUTION

3.1 REINFORCING BARS

Comply with the specified codes and standards and Concrete Reinforcing Steel Institutes recommended practice for "placing reinforcing bars," for details and methods of reinforcement placement and supports, and as herein specified.

A. General

1. Mild steel reinforcing bars shall be furnished, cut, bent and placed as indicated on the Drawings.
2. At the time of placing concrete, all reinforcement shall be free from loose mill scale, rust, grease, oil, or other coating which might destroy or reduce its bond with concrete.
 - a. Reinforcing bars with rust, mill scale or a combination of both will not be acceptable without cleaning or brushing provided that upon wire brushing a sample, the dimensions including height of deformations and weights shall not be less than the applicable ASTM requirements. Steel reinforcement which is to be placed in the work shall be stored under cover to prevent rusting and shall be placed on blocking such that no steel touches any ground surface.
3. All reinforcing steel placed in the work shall be tied together and supported in such a manner that displacement during placing of concrete and shotcrete will not occur.
4. When there is a delay in depositing concrete, reinforcement shall be re-inspected and cleaned when necessary.

B. Cutting and Bending

1. Steel reinforcement shall be cut and bent in accordance with ACI 318 and with approved practices and machine methods, either at the shop or in the field.
2. Reinforcement shall be accurately formed to the dimensions indicated on the Drawings and on the bending schedule.
3. Bends for hooks on bars shall be made around a pin having a diameter not less than six times the minimum thickness of the bar.
4. All bars shall be bent cold.

C. Minimum Bar Spacing

The clear distance between parallel bars shall not be less than one and one-half times the diameter of the bars and, unless specifically authorized, shall in no case be less than 1-inch, nor less than the maximum size of coarse aggregate specified.

D. Concrete Cover (Minimum)

1. On all formed surfaces which will be exposed to water, ground or the elements, there shall be a nominal cover over the steel of 2.0-inches for bars number 6 through number 18 and 1-1/2 inches for bars number 5 and smaller, with an installation tolerance of + 1/4 inch. When crossing bars of different diameter are encountered in one face, one shall consider the bar size and location that will provide the largest cover over the nearest steel to the outside surface.
2. Unless otherwise specified in these specifications or shown on the Drawings, all reinforcing steel facing subgrades for concrete construction of the foundation or below-grade elements shall be given a nominal protective cover of 3.0-inch minimum. The largest cover shall be used when different size bars are encountered in one face.
3. The minimum cover over reinforcing steel for concrete construction of other facilities shall be as shown on the Drawings.
4. No "bury" or "carrier" bars will be allowed unless specifically approved by the ENGINEER.

E. Splicing

1. Except as shown or specified on the Drawings, reinforcing steel shall not be spliced at any location without specific approval by the ENGINEER. Splices in adjacent bars shall be staggered.

2. Where permitted or required, splices in reinforcing steel shall have sufficient lap to transfer full strength of the bar by bond and shear. Unless specified or shown otherwise on the Drawings, the bars at a lap splice shall be in contact with each other. In no event shall the lap be less than 40 diameters of the spliced bars.
3. Unless specified or shown otherwise on the Drawings, bars shall be lap spliced in accordance with ACI 318 and shall be fastened together with steel tie wire.
4. Unless shown otherwise on the Drawings, where bars are to be lapped spliced at joints in the concrete, all bars shall project from the concrete first placed, a minimum length equal to the lap splice length indicated on the Drawings. All concrete or other deleterious coating shall be removed from dowels and other projecting bars by wire brushing or sandblasting before the bars are embedded in a subsequent concrete placement.

F. Supports

1. All reinforcement shall be retained in place, true to indicated lines and grades, by the use of approved bar supports. The CONTRACTOR shall submit for ENGINEER's approval, samples of all bar supports he proposes to use along with a written description of where each bar support will be used.
2. The supports shall be of sufficient quantity, strength and stability to maintain the reinforcement in place throughout the concreting operations. Bar supports shall be placed no further than 4 feet apart in each direction. Supports must be completely concealed in the concrete and shall not discolor or otherwise mar the surface of the concrete. The CONTRACTOR shall be held responsible for providing the appropriate quantity and type of bar supports.
3. Do not place reinforcing bars more than two inches beyond the last leg on continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.

G. Bar Tying

1. Bars shall be tied sufficiently often to prevent shifting. There shall be at least three ties in each bar length (this shall not apply to dowel laps or to bars shorter than 4 feet, unless necessary for rigidity).
2. Slab bars shall be tied at every intersection around the periphery of the slab. Wall bars and slab bar intersections shall be tied at not less than every fourth intersection, but at not greater than the following maximum spacings:

	Slab Bars (in)	Wall Bars (in)
Bars No. 5 and smaller	60	48
Bars No. 6 through No. 9	96	60
Bars No. 10 through No. 11	120	96

- H. Reinforcement Around Openings -- Where reinforcing steel has to be cut to permit passage of pipe or to create openings, and should no detail be shown for extra reinforcing in such areas, the area of steel removed by the creation of the opening must be replaced by placing at least double the area of steel removed by the opening equally around the openings. The steel shall be placed such that it extends 5 feet beyond the opening on each side to provide for sufficient bond.

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE WORK

PART 1 GENERAL

1.1 SUMMARY

- A. The extent of concrete work is shown on the Drawings.
- B. Work includes providing formwork and shoring for cast-in-place concrete and installation of related items including reinforcing steel bar (rebar), anchor bolts, setting plates, bearing plates, anchorages, inserts, reveals, frames, nosings, sleeves and other items to be embedded in concrete.
- C. Definitions
 - 1. Batch: Used in this specification to define an overall class of concrete as delivered from a concrete batching plant or on-site batching operation. Batching operations can continue for hours or days and as long as the class of concrete is similar, the batch would be considered the same. Multiple mixer truck loads could be used to deliver a "batch" of concrete over the course of multiple hours or days.
 - 2. Batched/Batching: The loading of concrete, as combined and mixed at a batching/ready-mix plant, into a concrete mixer truck for delivery to the job site.
 - 3. Truckload: A standard concrete mixer truck size is assumed to have a concrete capacity of 8 cubic yards. A truckload is used to help define the frequency of testing which of occurs per concrete mixer truck.
 - 4. Ready-Mix Concrete: Concrete that is manufactured in a batch plant, according to a set engineered mix design. This specification assumes ready-mix concrete will be delivered by mixer truck to the job site.

1.2 RELATED SECTIONS:

- A. Section 03 21 00 - Reinforcing Steel.

1.3 QUALITY ASSURANCE

- A. Codes and Standards

Comply with the provisions of the following codes, specifications, and standards, except as otherwise shown or specified here:

ACI 301 "Specifications for Structural Concrete for Buildings"

ACI 311 "Recommended Practice for Concrete Inspection"

- ACI 318 "Building Code Requirements for Reinforced Concrete"
- ACI 347 "Recommended Practice for Concrete Formwork"
- ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete"

Concrete Reinforcing Steel Institute, "Manual of Standard Practice"

Comply with building code requirements which are more stringent than the above and all OSHA requirements.

B. American Society for Testing and Materials (ASTM)

1. C31, Making and Curing Concrete Test Specimens in the Field.
2. C33, Specification for Concrete Aggregate.
3. C39, Compressive Strength of Cylindrical Concrete Specimens.
4. C40, Organic Impurities in Fine Aggregate for Concrete.
5. C85, Cement Content of Hardened Portland Cement Concrete.
6. C88, Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate.
7. C94, Standard Specifications for Ready-Mixed Concrete.
8. C131, Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
9. C136, Method for Sieve Analysis to Fine and Coarse Aggregate.
10. C143, Slump of Portland Cement Concrete.
11. C150, Standard Specification for Portland Cement.
12. C156, Water Retention by Concrete Curing Materials.
13. C173, Air Content of Freshly Mixed Concrete by the Volumetric Method.
14. C231, Air Content of Freshly Mixed Concrete by the Pressure Method.
15. C233, Standard Method of Testing Air-Entraining Admixtures for Concrete.
16. C260, Standard Specifications for Air-Entraining Admixtures for Concrete.

17. C289, Standard Test Method for Potential Reactivity of Aggregates (Chemical Method).
18. C441, Standard Test Method for Effectiveness of Mineral Admixtures in Preventing Excessive Expansion of Concrete Due to the Alkali-Aggregate Reaction.
19. C457, Microscopical Determination of Air-Void Content and Parameters of the Air-Void System in Hardened Concrete.
20. C494, Standard Specifications for Chemical Admixtures for Concrete.
21. C670, Preparing Precision Statements for Test Methods for Construction Materials.
22. C803, Penetration Resistance of Hardened Concrete.

C. Workmanship

The CONTRACTOR is responsible for correction of concrete work that does not conform to the specified requirements, including strength, tolerances, and finishes. Correct deficient concrete as directed by the OWNER or ENGINEER. The CONTRACTOR shall also be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work.

D. Concrete Testing Service

The OWNER or a representative of the OWNER will engage a special inspector/testing laboratory to perform material evaluation tests and to design concrete mixes. See detailed requirements in Part 3.15 "Quality Control Testing during Construction". Per the OWNER or ENGINEER's requirements the CONTRACTOR shall notify the designated representative to schedule the special inspections and materials testing required by the project documents.

E. Testing Requirements

Materials and installed work may require testing and retesting, as directed by the OWNER or ENGINEER, at any time during the progress of the work. Allow free access to material stockpiles and facilities at all times.

The costs for preparation of mix designs (if required by the OWNER to be performed by an independent testing laboratory) and testing of concrete and materials shall be borne by the OWNER, except when materials do not meet specified requirements, in which case such costs shall be borne by the CONTRACTOR.

F. Tests for Concrete Materials

1. Test aggregates by the methods of sampling and testing of ASTM C33.
2. For Portland cement, sample the cement and determine the properties by the methods of test of ASTM C150.
3. Submit written reports to the OWNER and ENGINEER, for each material sampled and tested prior to the start of work. Provide the project identification name and number, date of report, name of CONTRACTOR, name of concrete testing service, source of concrete aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results. Indicate whether or not material is acceptable for intended use.
4. Certificates of material properties and compliance with specified requirements may be submitted in lieu of testing. The materials producer and the CONTRACTOR must sign certificates of compliance.

G. Allowable Tolerances:

1. Construct formwork to provide completed cast-in-place concrete surfaces complying with the tolerances specified in ACI 347, and as follows:
 - a. Variation from plumb in lines and surfaces of columns, piers, walls and rises; 1/4-inch per 10 feet, but not more than 1-inch. For exposed corner columns, control joint grooves, and other conspicuous lines, 1/4-inch in any bay or 20 feet maximum; 1/2-inch maximum in 40 feet or more.
 - b. Variation from level or grade in slab soffits, ceilings, beam soffits, and rises 1/4-inch in 10 feet, 3/8-inch in any bay or 20 feet maximum, and 3/4-inch in 40 feet or more. For exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines, 1/4-inch in any bay or 20 feet maximum and 1/2-inch in 40 feet or more.
 - c. Variation from position of the linear lines and related columns, walls, and partitions, 1/2-inch in any bay or 20 feet maximum, and 1-inch in 40 feet or more.
 - d. Variation in sizes and locations of sleeves, floor openings, and wall openings, 1/4-inch.
 - e. Variation in cross-sectional dimensions of columns and beams and thickness of slabs and walls, minus 1/4-inch and plus 1/2-inch.
 - f. Variations in footing plan dimensions, minus 1/2-inch and plus two (2) inches; misplacement or eccentricity, two (2) percent of the footing width in direction

of misplacement but not more than two (2) inches; thickness reduction, minus five (5) percent.

- g. Variation in steps - In a flight of stairs, 1/8-inch for rise and 1/4-inch for treads; in consecutive steps, 1/16-inch for rise and 1/8-inch for treads.
 - h. Circular structures shall be constructed in a true circular form, with maximum variation of 1/4-inch from the dimensions shown on the plans.
- 2. Before concrete placement check the lines and levels of erected formwork. Make corrections and adjustments to ensure proper size and location of concrete members and stability of forming systems.
 - 3. During concrete placement check formwork and related supports to ensure that forms are not displaced, and that completed work will be within specified tolerances.

H. Quality Control Testing During Construction

See Section 3 - Execution.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. For information only, submit an electronic copy of manufacturer's data with application and installation instructions for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, water stops, joint systems, chemical floor hardeners, dry-shake finish materials, and others. Bind and submit in one submittal.
- C. Submit shop drawings for fabrication, bending and placement of concrete reinforcement. Comply with the ACE 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, and arrangements of concrete reinforcement. Include special reinforcement required at openings through concrete structures and indicate spacer or burner bars.
- D. Submit shop drawings for fabrication and erection of specific finished concrete surfaces as shown or specified. Show the general construction of forms including jointing, special formed joints or reveals, location and pattern of form tie placement, and other items which affect the exposed concrete visually. Submit form drawings for building columns, walls, fascias, and intersections, and concrete pan and joist system. Submit for typical sections only. ENGINEER's review is for general architectural applications and features only. Design of formwork for structural stability and efficiency is the CONTRACTOR's responsibility.

- E. Submit electronic copy of laboratory test reports for concrete materials and mix design tests as specified.
- F. Material Certificates may be provided in lieu of materials laboratory test reports. The material manufacturer and the CONTRACTOR, certifying that each material item complies with, or exceeds, the specified requirements shall sign material certificates.

1.5 CONCRETE MIX DESIGNS

- A. All concrete materials shall be proportioned so as to produce a workable mixture in which the water content will not exceed the maximum specified.
- B. If the concrete mix designs specified herein have not been used previously by the ready-mix supplier or if directed by the ENGINEER, mix proportions and concrete strength curves for regular cylinder tests, based on the relationship of 7, 14 and 28 day strengths versus slump values of two (2), four (4), and six (6) inches, all conforming to these Specifications, shall be established by an approved ready-mix supplier or an independent testing laboratory. A laboratory, independent of the ready-mix supplier, shall be required to prepare and test all concrete cylinders.

The costs for preparation of mix designs (if required by the OWNER to be performed by an independent testing laboratory) and testing of concrete and materials shall be borne by the OWNER, except when materials do not meet specified requirements, in which case such costs shall be borne by the CONTRACTOR.

- C. The exact proportions by weight of all materials entering into the concrete delivered to the jobsite shall conform to the approved mix design unless specifically so directed by the ENGINEER or Laboratory for improved specified strength or desired density, uniformity and workability.
- D. The proportions of such mix design shall be based on a full cubic yard of hardened concrete.
- E. Ready-mix companies or jobsite batch plants shall furnish delivery tickets, signed by a Certified Weighmaster, on which each shall state the weight of aggregates, sand, cement, admixtures and water and the number of cubic yards of concrete furnished, which will be compared against the approved mix design.
- F. There shall be no variation in the weights and proportions of materials from the approved mix design.
- G. There shall be no variation in the quality and source of materials once they have been approved for the specific mix design.

1.6 READY-MIXED CONCRETE

Ready-mixed concrete shall conform to the requirements of ACI 301 and ASTM C 94. In case of conflict, ACI 301 shall govern.

1.7 SAMPLE

Upon request by the OWNER or ENGINEER the CONTRACTOR shall pour and finish one 2-foot square exposed aggregate concrete sample for ENGINEER's approval prior to construction if exposed aggregate is included on job.

1.8 JOB CONDITIONS

Maintain continuous traffic control and access for vehicular and pedestrian traffic as required for other construction activities as well as to adjoining facilities for regular operation. Utilize flagmen, barricades, warning signs and warning lights as required, to maintain a safe entrance and passage on all roads or drives abutting the project.

PART 2 PRODUCTS

2.1 WALL FORMS

- A. Full Height Pours: The wall form design shall be such that wall sections can be poured full height without creating horizontal cold joints and without causing snapping of form ties which shall be of sufficient strength and number to prevent spreading of the forms during the placement of concrete and which shall permit ready removal of the forms without spalling or damaging the concrete.
- B. Wall Form Ties
 1. Form ties which remain in the wall of a subgrade water-retaining structure shall have waterstops and a 1.5-inch minimum breakback or cone depth.
 2. Snap ties, if used, shall not be broken until the concrete has reached the design concrete strength. Snap ties, designed so that the ends must be broken off before the forms can be removed, shall not be used. The use of tie wires as form ties will not be permitted. Fully threaded stub bolts may be used in lieu of smooth ties with waterstops.
 3. Taper ties with plastic or rubber plugs of an approved and proven design may also be used. The plugs must be driven into the hole with a steel rod, placed in a cylindrical recess made therefore in the plug. At no time shall plugs be driven on the flat area outside the cylindrical recess. Provide A-58 SURE PLUG as manufactured by DAYTON SUPERIOR or approved equal.

4. Ties shall positively secure the wall to the required dimension and hold the wall to that dimension prior to and during concrete placement.
- C. Wall Form Stiffeners
1. Horizontal walers shall consist of structural steel channels, angles or tubing of adequate size to retain the concrete without deflecting.
 2. As required the walers shall be rolled or welded to the proper radii or offset brackets shall be used for shaping the wall to the dimensions shown on the Drawings and shall be used both for inside and outside wall forms in direct contact with the wall panels and at vertical spacings of no more than 96 inches on center.
 3. There shall be at least one such waler within 24 inches of the top and bottom of the wall.
 4. The largest dimension of the steel waler shall be in the radial direction.
 5. Vertical structural steel or wood members shall be used at a minimum horizontal spacing of 74 inches and shall have sufficient rigidity and strength to insure the proper vertical alignments with the aid of braces under all predictable stress conditions.
 6. In lieu of the above, a different system and spacings may be used if it is satisfactorily demonstrated to the ENGINEER that it will be equally effective.

2.2 FORMS FOR EXPOSED FINISH CONCRETE

Unless otherwise shown or specified, construct all formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood-faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Finish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection. Use overlaid plywood complying with U.S. Product Standard PS-1 "B-B High Density Overlaid Concrete Form", Class I. Use flexible spring steel forms or laminated boards free of distortion and defects to form radius bends as required.

2.3 FORMS FOR UNEXPOSED FINISH CONCRETE

- A. Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least two (2) edges and one (1) side for tight fit.

2.4 FORM MATERIALS

- A. Form Coatings

Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces requiring bond or adhesion, nor impede wetting of surfaces to be cured with water or curing compound. Petroleum based coatings shall not be used for structures in creeks and waterways. Biodegradable coatings shall be used which will not contaminate the creeks/waterways or an alternate method for stripping the form shall be proposed.

B. Chamfers, Reveals, Drips

Provide preformed PVC or shaped wood or metal of size and profile as shown on drawings.

C. Cylindrical Columns and Supports

Form round-section members with paper or fiber tubes, constructed of laminated plies using water-resistant type adhesive with wax-impregnated exterior for weather and moisture protection. Provide units with sufficient wall thickness to resist loads imposed by wet concrete without deformation. Provide units having "seamless" interior to minimize spiral gaps or seams.

D. Pan Forms

Provide forms for concrete pan-type construction complete with covers and end enclosures to form a true, clean, smooth concrete surface. Design units for easy removal without damaging placed concrete. Block adjoining pan units if required to avoid lateral deflection of formwork during concrete placement and compaction. Provide standard or tapered end forms, as shown.

If required, factory-fabricate pan form units to required sizes and shapes of the following:

1. Steel - 16 gauge minimum, free of dents, irregularities, sag and rust, or
2. Glass-Fiber Reinforced Plastic - Molded under pressure with matched dies, 0.11 inches minimum wall thickness.

E. Inserts & Embeds

Provide metal inserts for anchorage of materials or equipment to concrete construction, not supplied by other trades and as required for the work. Provide "Parabolt" by the Molly Company, "Phillips Red-Head", "Burke" or approved equal products. The CONTRACTOR is responsible for insuring that all required anchorage not specified in the project documents is installed per current building code and applicable ICC report requirements.

2.5 REINFORCING MATERIALS

- A. See Section 03 21 00 – Reinforcing Steel for additional information
- B. Reinforcing Bar (rebar): ASTM A615 or ASTM 706 and as follows below
 - 1. Stirrups and Ties Grade 60 (Grade 40 may be used for #3 and smaller)
 - 2. All other Uses Grade 60
- C. Steel Wire: ASTM A82, plain, cold-drawn, steel.
- D. Welded Wire Fabric (WWF): ASTM A185, welded steel wire fabric.
- E. Supports for Reinforcement

Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI recommendations, unless otherwise specified. Wood, brick, concrete blocks and other devices **will not** be acceptable. For slabs-on-grade, use supports with sand plates or horizontal runners where wetted base materials will not support chair legs. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs that are hot-dip galvanized, after fabrication, or plastic protected or stainless steel protected.

- F. Fiber Reinforcement – Collated polypropylene fiber, $\frac{3}{4}$ "-inch, manufactured from 100% virgin homopolymer polypropylene, hydrophobic, in compliance with ASTM C116. Fiber reinforcement shall be ProconF fibrillated polypropylene by Nycon or approved equal. Minimum dosage rate shall be 1.5 pounds per cubic yard.

2.6 CONCRETE MATERIALS

- A. Portland Cement

ASTM C150, Type II, unless otherwise acceptable to ENGINEER. Use only one (1) brand of cement throughout the project, unless otherwise acceptable to the ENGINEER. The use of ground granulated blast furnace slag is not allowed.

- B. Aggregates

ASTM C33 and as herein specified. Provide aggregates from a single source for all exposed concrete.

Local aggregates not complying with ASTM C33, but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used

when acceptable to the ENGINEER.

1. Fine Aggregate - Clean, sharp, natural sand free from loam, clay, lumps or other deleterious substances. Dune sand, bank-run sand and manufactured sand are not acceptable.
 2. Coarse Aggregate - Clean, uncoated, processed aggregate containing no clay, mud, loam or foreign matter, as follows:
 - a. Crushed stone processed from natural rock or stone.
 - b. Washed gravel, either natural or crushed. Use of pit or bank run gravel is not permitted.
 - c. Maximum Aggregate Size - Not larger than one-fifth ($1/5$) of the narrowest dimensions between sides of forms, one-third ($1/3$) of the depth of slabs, nor three-fourths ($3/4$) of the minimum clear space between individual reinforcing bars or bundles of bars.
 3. These limitations may be waived if, in the judgment of the ENGINEER, workability and methods of consolidation are such that concrete can be placed without honeycomb or voids.
 4. In general, it is desired that normal commercial mixes using 1-1/2-inch or 3/4-inch maximum aggregate size be used.
 5. Aggregate for exposed aggregate concrete shall consist of selected aggregate of washed clean river gravel in color range of medium to dark in browns and grays; material uniformly sized 5/8-inch to 3/4-inch.
- C. Water: Clean, fresh, potable.
- D. Air Entraining Admixture: ASTM C260.
- E. Water-Reducing Admixture: ASTM C494, Type A or F
- F. Set-Control Admixtures: ASTM C494, as follows:
1. Type B, Retarding.
 2. Type C, Accelerating.
 3. Type D, Water-reducing and Retarding.
 4. Type E, Water-reducing and Accelerating.

Calcium chloride will not be permitted in concrete, unless otherwise authorized in writing by the ENGINEER.

2.7 RELATED MATERIALS

A. Waterstops

Provide flat, dumbbell type or centerbulb type waterstops at construction joints and other joints as shown. Size to suit joints or as shown. Provide PVC waterstops complying with Corps of Engineer's CRD-C 572. Waterstops provided to be Greenstreak 701 or approved equal. Split face waterstops will not be acceptable under any circumstances.

B. Bituminous and Fiber Joint Filler

Provide resilient and non-extruding type premolded bituminous impregnated fiberboard units complying with ASTM D1751, FS HH-F-341, Type 1 and AASHTO M 213. Provide one of the following products:

1. Elastite; Philip Carey/Celotex
2. Flexcell; Celotex Corp.
3. Crane Fiber 1390; W.R. Grace & Co.
4. Fibre; W.R. Meadows, Inc.
5. Tex-Lite; J & P Petroleum Prod. Inc.
6. Sonoflex; Sonneborn/Contech, Inc.

C. Joint Sealing Compound: See Section 07 92 00, Joint Sealants.

D. Moisture Barrier

Provide moisture barrier cover over all prepared base material. Use only materials that are resistant to decay when tested in accordance with ASTM E154. The moisture barrier consists of heavy Kraft papers laminated together with glass fiber reinforcement and overcoated with black polyethylene on each side. Provide Moistop, St. Regis, or equal.

E. Form Ties (for forms other than wall forms)

Factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal. Unless otherwise shown, provide ties so portion remaining within concrete after removal is at least 1.5 inches inside concrete. Unless otherwise shown, provide form ties, which will not leave holes larger than 1-inch in diameter in concrete surface.

F. Concrete Curing Materials

Acrylic curing and sealing compound - Water emulsion acrylic curing and sealing compound formulated of acrylic polymers of water-based carrier. W.R. Meadows, Inc. VOCOMP-20 or approved equal.

G. Epoxy Adhesive

Provide Sikadur 32 Hi-Mod or Sikadur 31 Hi-Mod Gel for application to wire-brushed and prepared existing concrete to be mated to new concrete. Apply per manufacturer's recommendations.

H. Chemical-Hardener Finish: Provide Hornolith from Tamms Industries or approved equal.

I. Non-slip Aggregate Finish

Provide fused aluminum oxide grits, or crushed emery, as abrasive aggregate for non-slip finish with emery aggregate containing not less than 40 percent aluminum oxide and not less than 25 percent ferric oxide. Use material that is factory-graded, packaged, rustproof and non-glazing, and is unaffected by freezing, moisture and cleaning materials.

J. Non-shrink Grout: See Section 03 60 00, Grouting.

2.8 PROPORTIONING NORMAL CONCRETE

A. Proportion mixes by either laboratory trial batch or field experience methods, using materials to be employed on the project for each class of concrete required, complying with ACI 211.1. All measurements shall be by weight. All concrete admixtures will either be by the same supplier to insure compatibility. If different suppliers are used a memorandum from EACH admixture supplier will be provided stating the compatibility of their product with the other supplier's products.

B. The slump shall be between two inches and four inches when tested in accordance with ASTM Specifications C 143. Variations in the slump range may be allowed by the ENGINEER if admixtures, such as water reducers or superplasticizers, are utilized in the concrete mix. Regardless of the measured slump, the maximum allowable water-cement ratios as specified here-in, shall be strictly adhered to.

C. Compressive Strength, Water and Cement Content

Notwithstanding what has been stated here-before, and unless shown otherwise on the Drawings, the concrete shall meet the following requirements. All concrete except as noted otherwise on the drawings shall have 4,500 psi 28-day compressive strength and a maximum water/cement ratio of 0.40. Up to a maximum of 15% of cementitious material may be fly ash in accordance with ASTM C618. The use of ground granulated blast furnace slag is not allowed for any surfaces in contact with potable water.

D. Retarding Densifiers

1. All concrete (as defined in 2.9 below) used for wall construction shall also contain DARATARD-17, as manufactured by Grace Const. Products, Cambridge, MA or MBL-82, as manufactured by Master Builders, Cleveland, OH in the amounts recommended by the additive manufacturer whenever the air temperature during the pour exceeds 85° F.
2. To be considered as equal, any alternate product offered for consideration shall contain no calcium chloride, and shall be compatible with air-entrained cements and air-entraining admixtures conforming to the applicable ASTM, AASHTO, ANSI and Federal specifications.
3. CONTRACTOR shall certify that admixtures do not contain calcium chlorides or other corrosive materials.

E. Air-Entraining Agents

1. All concrete that that is specified to be air entrained or that may be exposed to freeze/thaw action either during construction or the service life of the structure must be air entrained.
2. Air-entraining agents shall meet ASTM C 260, ASTM C 233 and ASTM C 457.
3. The total volumetric air content of the concrete before placement shall be six (6) percent +/- 1.5 percent as determined by ASTM C 173 or ASTM 231 for mixes using a 3/4" nominal aggregate size.
4. Subject to these Specifications, consideration will be given to the following products: PROTEX "AES," GRACE "DAREX AEA," MASTER BUILDERS "MB-AE10," or SIKA CHEMICAL "AER."

F. Water Reducing Admixtures

1. In addition to air-entrainment, approved water reducing additives, which do not affect the ultimate performance of any steel in any way, may be added to maintain the maximum water content below that specified herein. Water reducing additives shall conform to ASTM C 494, Type A or D.
2. The use of water reducing additives shall not permit a reduction in the minimum specified cement content or in the specified amount of air-entrainment.
3. Admixtures shall contain no calcium chloride, tri-ethanolamine or fly ash. All admixtures shall be from the same manufacturer.

4. Superplasticizers, if allowed by the ENGINEER, shall conform to ASTM C 494, Type F or G, batch plant added using second or third generation only.
 5. Set control admixtures if allowed by the ENGINEER, shall conform to ASTM C 494, Type B (retarding) or Type C (accelerating).
- G. Fiber reinforcement admixture shall be included in the ready-mix concrete design used for filling and channeling the wet well chambers. Fibers shall be used in strict accordance with the manufacturer's directions.

2.9 CONCRETE MIXING

A. Ready-Mix Concrete

1. Comply with the requirements of ASTM C94, and as herein specified. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C94 may be required. When the air temperature is between 85°F and 90°F, reduce the mixing and delivery time from 1-1/2 hours to 75 minutes, and when the air temperature is above 90°F, reduce the mixing and delivery time to 60 minutes.
2. Minimum Mix Time: Once all materials are in the drum, the minimum mixing time shall be for 10 minutes before concrete is placed.

PART 3 EXECUTION

3.1 FORMS

- A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by the concrete structure. Construct formworks so concrete members and structures are of correct size, shape, alignment, elevation and position.
- B. Design formworks to be readily removable without impact shock, or damage to cast-in-place concrete surfaces and adjacent materials.
- C. Construct forms complying with ACI 347, to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste.
- D. Fabricate forms for easy removal without hammering or prying against the concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast

concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

- E. Erect falsework and support; brace and maintain it to safely support vertical, lateral and asymmetrical loads applied until such loads can be supported by in-place concrete structures.

Provide shores and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof. Provide trussed supports when adequate foundations for shores and struts cannot be secured.

Support form facing materials by structural members spaced sufficiently close to prevent deflection. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities and within allowable tolerances.

- F. Forms for Exposed Concrete

Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes. Do not splinter forms by driving ties through improperly prepared holes. Do not use metal cover plates for patching holes or defects in forms. Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or girts to maintain true, square intersections. Use extra studs, walers and bracing to prevent bowing of forms between studs and to avoid bowed appearance in concrete. Do not use narrow strips of form material, which will produce bow. Assemble forms so they may be readily removed without damage to exposed concrete surfaces. Form molding shapes, recesses and projections with smooth-finish materials, and install in forms with sealed joints to prevent displacement.

Corner Treatment - Form exposed corners of beams and columns to produce square, smooth, solid, unbroken lines, except as otherwise indicated.

- G. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings of forms at inconspicuous locations.
- H. Chamfer exposed corners and edges, reveals and drips as shown using wood, metal, PVC or rubber strips fabricated to produce uniform smooth lines and tight edge joints. A ½ inch chamfer at exposed edges is typical unless noted otherwise.
- I. Provisions for Other Trades - Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases

from trades providing such ties. Accurately place and securely support items built into forms.

- J. Cleaning and Tightening - Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms after concrete placement if required to eliminate mortar leaks.

3.2 PLACING REINFORCEMENT

Detail and place according to ACI Manual SP-66. Unless otherwise noted, minimum cover shall be 1-1/2 inches for No. 5 and smaller bars, 2.0-inches for No. 6 and larger bars or for any bars exposed to exterior or wet environments, and 3.0-inches when poured against earth. Unless otherwise noted, bend all horizontals reinforcing a minimum of two (2) feet at corners and wall intersections.

- A. Clean reinforcement of loose rust and mill scale, earth, ice and other materials which reduce or destroy bond with concrete.
- B. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required.
- C. Place reinforcement to obtain at least the minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Do not place reinforcing bars more than two inches beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- D. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh plus two (2) inches, and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

3.3 JOINTS

- A. Construction Joints - Locate and install construction joints not shown on the drawings, so as not to impair the strength and appearance of the structure, as acceptable to the ENGINEER. Install and locate other construction joints as specified.
- B. Place construction joints perpendicular to the main reinforcement. Continue all reinforcement across construction joints. Unless otherwise specified, reinforcement shall be lapped in accordance with ACI Standards.
- C. Waterstops - Provide waterstops in construction joints as shown on the drawings. Install waterstops to form a continuous diaphragm in each joint. Make provisions to support and protect waterstops during the progress of the work. Fabricate field joints

in waterstops in accordance with manufacturer's printed instructions. Protect waterstop material from damage where it protrudes from any joint.

- D. Isolation Joints in Slabs-on-Ground - Construct isolation joints in slabs-on-ground at all points of contact between slabs on ground and vertical surfaces, such as column pedestals, foundation walls, grade beams and elsewhere as indicated.
- E. Control Joints in Slabs-on-Ground - Construct control joints in slabs-on-ground to form panels of patterns as shown. Use inserts 1/4-inch wide by one-fifth (1/5) to one-fourth (1/4) of the slab depth, unless otherwise shown.
 - 1. Form control joints by the following methods
 - a. Inserting a premolded hardboard or fiberboard strip into the fresh concrete until the top surface of the strip is flush with the slab surface. After the concrete has cured, remove inserts and clean groove of loose debris.
 - b. Saw cutting a control joint in the required location. Plan for saw cutting so work does not damage reinforcing or violate edge distance minimums.
 - 2. Joint sealant material shall be as specified above.

3.4 INSTALLATION OF EMBEDDED ITEMS

- A. General - Set and build into the work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto.
- B. Edge Forms and Screed Strips for Slabs - Set edge forms or bulkheads and intermediate screed strips for slabs to obtain the required elevations and contours in the finished slab surface. Provide and secure units sufficiently strong to support the types of screed strips by the use of strike-off templates or accepted compacting type screeds.
- C. Cast in Place Reglets - Place in straight and continuous lines as detailed to enable flashing to be applied continuously without deviation at reglet joints more than 1/8-inch. Miter corners for continuous reglet joint where outside corners occur. At inside corners extend one section 1-inch past corner. Adequately anchor or secure reglets per manufacturer's instructions prior to pouring and during construction to insure dimensional tolerances and alignment. Vibrate concrete to insure concrete cover adjacent to and around reglet. Visually inspect after pour and patch as required.

3.5 PREPARATION OF FORM SURFACES

Coat the contact surfaces of forms with a form-coating compound before reinforcement is placed. Thin formcoating compounds only with thinning agent of type, and in amount, and

under conditions of the form-coating compound manufacturer's directions. Use dissipating-type form oil at surfaces to receive cement plaster finish. Do not allow excess form-coating material to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.6 CONCRETE PLACEMENT

A. Pre-Placement Inspection

1. Before placing concrete, inspect and complete the formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other crafts involved in ample time to permit the installation of their work; cooperate with other trades in setting such work as required. Notify ENGINEER in time for inspection prior to pouring.
2. Remove all garbage and debris from the base of formwork. Items such as aluminum cans, food containers, plywood, and their like are to be cleaned-up and disposed.
3. Thoroughly wet wood forms immediately before placing concrete, as required where form coatings are not used.
4. Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.
5. Concrete Curbs and Paving - Do not place concrete until subbase is completed and approved by the ENGINEER as required to provide uniform dampened condition at the time concrete is placed. Moisten subbase as required to provide uniform dampened condition at the time concrete is placed.

B. Place concrete in compliance with the practices and recommendations of ACI 304 and as herein specified.

1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as herein specified. Perform concrete placing at such a rate that concrete, which is being integrated, with fresh concrete is still plastic. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing. Do not subject concrete to any procedure, which will cause segregation.
2. Screed concrete which is to receive other construction to the proper level to avoid excessive skimming or grouting.

3. Do not use concrete which becomes non-plastic and unworkable or does not meet the required quality control limits or which has been contaminated by foreign materials. Do not use retempered concrete. Remove rejected concrete from the project site and dispose of in an acceptable location. Do not use concrete whose allowable mixing time has been exceeded.

C. Concrete Conveying

1. Handle concrete from the point of delivery and transfer to the concrete conveying equipment and to the locations of final deposit as rapidly as practicable by methods, which will prevent segregation and loss of concrete mix materials.
2. Provide mechanical equipment for conveying concrete to ensure a continuous flow of concrete at the delivery end. Provide runways for wheeled concrete conveying equipment from the concrete delivery point to the locations of final deposit. Keep interior surfaces of conveying equipment, including chutes, free of hardened concrete, debris, water, snow, ice and other deleterious materials.
3. The CONTRACTOR shall provide traffic control on the narrow access roads to the work sites.
4. The CONTRACTOR shall not wash concrete trucks/chutes/equipment off at the project site unless plastic tarps and hay bales are employed to contain the concrete. The CONTRACTOR will be required to haul off-site all concrete contaminated soil.

D. Placing Concrete into Forms

1. Deposit concrete in forms in horizontal layers not deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
2. Do not interrupt successive placement; do not permit cold joints to occur.
3. Remove temporary spreaders in forms when concrete placing has reached the elevation of such spreaders.
4. Consolidate concrete placed in forms by mechanical vibrating equipment supplemented by hand spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with the recommended practices of ACI 309, to suit the type of concrete and project conditions. Vibration of forms and reinforcing will not be permitted.
5. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate the layer of concrete at least six (6) inches into the preceding layer. Do not insert vibrators into

lower layers of concrete that have begun to set. At each insertion, limit the duration of vibration to the time necessary to consolidate the concrete and complete embedment of reinforcement and other embedded items without causing segregation of the mix.

6. Do not place concrete in supporting elements until the concrete previously placed in columns and walls is no longer plastic.

E. Placing Concrete Slabs

1. Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is completed.
2. Consolidate concrete during placing operations using mechanical vibrating equipment so the concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Consolidate concrete placed in beams and girders of supported slabs and against bulkheads of slabs on ground, as specified for formed concrete structures. Consolidate concrete in the remainder of slabs by vibrating bridge screeds, roller pipe screeds, or other acceptable methods. Limit the time of vibrating consolidation to prevent bringing an excess of fine aggregate to the surface.
4. Bring slab surfaces to the correct level with a straight edge and strike off. Use bull floats or darbies to smooth the surface, leaving it free of humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.
5. Maintain reinforcing steel in the proper position continuously during concrete placement operations.

F. Bonding

1. Roughen surfaces of set concrete at all joints except where bonding is obtained by use of concrete bonding agent, and clean surfaces of laitance, coatings, loose particles and foreign matter. Roughen surfaces in a manner to expose bonded aggregate uniformly and not to leave laitance, loose particles of aggregate or damaged concrete at the surface.
2. Prepare for bonding of fresh concrete to new concrete that has set but is not fully cured, as follows:
 - a. At joints between footings and walls or columns, and between walls or columns and beams or slabs they support, and elsewhere unless otherwise specified herein, dampen, but do not saturate, the roughened and cleaned surface of set concrete immediately before placing fresh concrete.

- b. At joints in exposed work; at vertical joints in walls; at joints in girders, beams, supported slabs and other structural members; and at joints designed to contain liquids; dampen, but do not saturate the roughened and cleaned surface of set concrete and apply a liberal coating of neat cement grout.
 - c. Use neat cement grout consisting of equal parts Portland cement and fine aggregate by weight and not more than six (6) gallons of water per sack of cement. Apply with a stiff broom or brush to a minimum thickness of 1/16-inch. Deposit fresh concrete before cement grout has attained its initial set.
 - d. In lieu of neat cement grout, bonding grout may be a commercial bonding agent. Apply to cleaned concrete surfaces in accordance with the printed instructions of the bonding material manufacturer.
3. Prepare for bonding of fresh concrete to fully cured hardened concrete or existing concrete by using an epoxy-resin-bonding agent as follows:
- a. Handle and store epoxy-resin adhesive binder in compliance with the manufacturer's printed instructions, including safety precautions.
 - b. Mix the epoxy-resin adhesive binder in the proportions recommended by the manufacturer, carefully following directions for safety of personnel.
 - c. Before depositing fresh concrete, thoroughly roughen and clean hardened concrete surfaces and coat with epoxy-resin grout not less than 1/16-inch thick. Place fresh concrete while the epoxy-resin material is still tacky, without removing the in-place grout coat, and as directed by the epoxy-resin manufacturer.

G. Cold Weather Placing

- 1. Protect all concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with the requirements of ACI 306 and as herein specified.
- 2. When the air temperature has fallen to or is expected to fall below 40°F, provide adequate means to maintain the temperature in the area where concrete is being placed at either 70°F for three (3) days or 50°F for five (5) days after placing. Provide temporary housing or coverings including tarpaulins or plastic film. Keep protections in place and intact at least 24 hours after artificial heat is discontinued. Keep concrete moist. Avoid rapid dry-out of concrete due to over-heating and avoid thermal shock due to sudden cooling or heating.

3. When air temperature has fallen to or is expected to fall below 40°F, uniformly heat all water and aggregates before mixing as required to obtain a concrete mixture temperature of not less than 50°F, and not more than 80°F, at point of placement.
4. Do not use frozen materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials. Ascertain that forms, reinforcing steel and adjacent concrete surfaces are entirely free of frost, snow and ice before placing concrete.
5. Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.

H. Hot Weather Placing

1. When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
2. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F. Mixing water may be chilled, or chopped ice may be used to control the concrete temperature provided the water equivalent of the ice is calculated to the total amount of mixing water.
3. Cover reinforcing steel with water soaked burlap if it becomes too hot so that the steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
4. Wet forms thoroughly before placing concrete.
5. Do not use retarding admixtures unless otherwise accepted in mix designs.

3.7 FINISH OF FORMED SURFACES

A. Rough Form Finish

For formed concrete surfaces not exposed to view in the finish work or covered by other construction, unless otherwise shown or specified. This is the concrete surface having the texture imparted by the form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4-inch in height rubbed down or chipped off.

B. Smooth Form Finish

Provide as-cast smooth form finish for formed concrete surfaces that are to be exposed to view. Or that are to be covered with a coating material applied directly to the

concrete, or a covering material bonded to the concrete such as waterproofing, damp proofing, painting or other similar system.

Produce smooth form finish by selecting form material to impart a smooth, hard, uniform texture and arranging them orderly and symmetrically with a minimum of seams. Repair and patch defective areas with all fins or other projections completely removed and smoothed.

C. Curb Finishes

Curbs shall be screeded off accurately to true lines and planes or warped surfaces as indicated or directed. Finish smooth. Arises shall be true and straight or properly eased where curved and neatly rounded with approved tool. Smooth trowel finish with corners rounded to 3/4-inch radius.

D. Grout Cleaned Finish (Sacked)

Provide grout cleaned finish to scheduled concrete surfaces which have received smooth form finish treatment, and to all exposed to view interior and exterior building surfaces, typical.

Combine one part Portland cement to 1-1/2 parts fine sand by volume, and mix with water to the consistency of thick paint. Blend standard Portland cement and white Portland cement, amounts determined by trial patches, so that final color of dry grout will closely match adjacent surfaces.

Thoroughly wet concrete surfaces and apply grout immediately to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.

E. Related Unformed Surfaces

At tops of walls, horizontal offsets and similar unformed surfaces occurring adjacent to formed surfaces, strike off smooth and finish with a texture matching the adjacent formed surfaces. Continue the final surface treatment of formed surfaces uniformly across the adjacent unformed surfaces, unless otherwise shown.

3.8 MONOLITHIC SLAB FINISHES

A. Float Finish

1. Apply float finish to monolithic slab surfaces that are to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing or sand bed terrazzo, and as otherwise shown on drawings or in schedules.

2. After placing concrete slabs, do not work the surface further until ready for floating. Begin floating when the surface water has disappeared or when the concrete has stiffened sufficiently to permit the operation of a power-driven float, or both. Consolidate the surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Check and level the surface plane to a tolerance not exceeding 1/4-inch in 10 feet when tested with a 10-foot straightedge placed on the surface at not less than two different angles. Cut down high spots and fill at low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat the surface to a uniform, smooth, granular texture.
- B. Trowel Finish
1. Apply trowel finish to monolithic slab surfaces that are to be exposed to view, unless otherwise shown, and slab surfaces that are to be covered with resilient flooring, paint, or other thin-film finish coating system.
 2. After floating, begin the first trowel finish operation using a power-driven trowel. Begin final troweling when the surface produces a ringing sound as the trowel is moved over the surface.
 3. Consolidate the concrete surface by the final hand troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/8-inch in 10 feet when tested with a 10-foot straightedge. Grind smooth surface defects which would telegraph through applied floor covering system.
- C. Exposed Aggregate Finish
1. Screed to true plane, bullfloat surfaces, provide uniform double troweled finish. After troweling, let set until hard enough to wash without disturbing coarse aggregates. Simultaneously brush and spray with water to expose large aggregate and produce texture to match approved sample. Water cure or keep wet for 25 hours.
 2. Scrub surface after 24 hours with a one (1) part muriatic acid to 10 part water solution. Rinse thoroughly.
- D. Broom Finish (Non-Slip)
1. Apply non-slip, broom finish to exterior concrete platforms, steps and ramps and elsewhere as shown on the drawings or in schedules.
 2. Immediately after trowel finish, slightly roughen the concrete surface by brooming in the direction perpendicular to the main traffic route or in the direction of water flow. Use fiber-bristle broom unless otherwise directed. Coordinate the required final finish with the ENGINEER before application.

E. Chemical-Hardener Finish

1. Apply chemical curing-hardening compound or chemical-hardener to all interior concrete floors which will not receive applied finish materials. Mask adjacent work and surfaces to avoid over spray. Apply liquid chemical-hardener after complete curing and drying of the concrete surface.
2. Dilute the liquid hardener with water and apply in accordance with the manufacturer's printed directions. Evenly apply each coat and allow for drying between coats in accordance with manufacturer's printed directions.
3. After the final coat of chemical-hardener solution is applied and dried, remove surplus hardener by scrubbing and mopping with water.

F. Non-slip Aggregate Finish

Apply non-slip aggregate finish to concrete stair treads, platforms, ramps, and elsewhere as shown on the drawings or in schedules.

After completion of float finishing and before starting trowel finish, uniformly spread 25 pounds of dampened non-slip aggregate per 100 square feet of surface. Tamp aggregate flush with surface using steel trowel, but do not force the non-slip aggregate particles below surface. After broadcasting and tamping, apply trowel finish as herein specified. After curing, lightly work the surface with a steel wire brush, or an abrasive stone, and water to expose the non-slip aggregate.

3.9 SCHEDULE OF CONCRETE SURFACE FINISHES

Also see Section 09 90 00, Painting and Coating for protective coating requirements.

<u>Surface Description</u>	<u>Type</u>	<u>Finish Requirement</u>
A. Interior Horizontal Slabs	Slab	Trowel Finish
B. Exterior Horizontal Slabs	Slab	Broom Finish (Non-Slip)
C. Interior Vertical Surfaces (including Wet Well)	Formed	Smooth Form
D. Exterior Vertical Surfaces Exposed to View	Formed	Smooth Form

3.10 CONCRETE CURING AND PROTECTION

A. General

1. Protect freshly placed concrete from premature drying and excessive cold or hot temperature and maintain without drying at a relatively constant temperature for the period of time necessary for hydration of the cement and proper hardening of the concrete.
2. Start initial curing as soon as free moisture has disappeared from the concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 72 hours.
3. Begin final curing procedures immediately following initial curing and before the concrete has dried. Continue final curing for at least seven (7) days and in accordance with ACI 301 procedures. Avoid rapid drying at the end of the final curing period.

B. Curing Methods

Perform curing of concrete by moist curing, by moisture-retaining cover curing, by membrane curing or by combinations thereof, as herein specified. Provide the curing methods indicated as follows:

1. For concrete floor slabs provide moisture curing, moisture cover curing or liquid membrane/chemical curing-hardening curing. If liquid membrane curing is used, it must be compatible with concrete hardening compounds to be applied later.
2. For other concrete work, provide moisture curing or moisture cover curing. Do not use liquid membrane or chemical curing-hardening curing on any concrete work to receive any applied finishes.
3. For curing, use only water that is free of impurities, which could etch or discolor exposed, natural concrete surfaces.
4. Provide moisture curing by any of the following methods:
 - a. Keeping the surface of the concrete continuously wet by covering with water.
 - b. Continuous water-fog spray.
 - c. Covering the concrete surface with the specified absorptive cover thoroughly saturated with water and keeping the absorptive cover continuously wet. Place absorptive cover so as to provide coverage of the concrete surfaces and edges with a 4-inch lap over adjacent absorptive covers.

5. Provide moisture-cover curing as follows - Cover the concrete surfaces with the specified moisture-retaining cover for curing concrete placed in the widest practicable width with sides and ends lapped at least three (3) inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during the curing period using cover material and waterproof tape.
 6. Provide liquid membrane curing as follows:
 - a. Apply the specified membrane-forming curing compound to damp concrete surfaces as soon as the water film has disappeared. Apply uniformly in a coat continuous operation by power spray equipment in accordance with the manufacturer's directions. Recoat areas, which are subjected to heavy rainfall within three (3) hours after initial application. Maintain the continuity of the coating and repair damage to the coat during the entire curing period.
 - b. Do not use membrane-curing compounds on surfaces, which are to be covered with a coating material applied directly to the concrete or with a covering material bonded to the concrete. Such as other concrete, liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring, painting, and other coatings and finish materials, unless otherwise acceptable to the ENGINEER.
 7. Curing formed Surfaces - Cure formed concrete surfaces, including the undersides of girders, beams, supported slabs and other similar surfaces by moist curing with the forms in place for the full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
 8. Curing Unformed Surfaces
 - a. Initially cure unformed surfaces, such as slabs, floor topping and other flat surfaces by moist curing, whenever possible.
 - b. Final cure unformed surfaces, unless otherwise specified, by any of the methods specified above, as applicable.
 - c. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise acceptable to the ENGINEER.
 9. Provide liquid curing-hardening compound as follows:
 - a. Apply to horizontal surfaces when concrete is dry to touch by means of power spray, hand spray or hair broom in accordance with manufacturer's directions.
- C. Temperature of Concrete during Curing

1. When the atmospheric temperature is 40°F and below, maintain the concrete temperature between 50°F and 70°F continuously throughout the curing period. When necessary, make arrangements before concrete placing for heating, covering, insulation or housing as required to maintain the specified temperature and moisture conditions continuously for the concrete curing period. Provide cold weather protections complying with the requirements of ACI 306.
 2. When the atmospheric temperature is 80°F, and above, or during other climatic conditions which will cause too rapid drying of the concrete, make arrangements before the start of concrete placing for the installation wind breaks or shading, and for fog spraying, wet sprinkling or moisture-retaining covering. Protect the concrete continuously for the concrete curing period. Provide hot weather protections complying with the requirements of ACI 305.
 3. Maintain concrete temperature as uniformly as possible and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete, which exceed 5°F in any one-hour and 50°F in any 24-hour period.
- D. Protection from Mechanical Injury - During the curing period, protect concrete from damaging mechanical disturbances including load stresses, heavy shock, excessive vibration and from damage caused by rain or flowing water. Protect all finished concrete surfaces from damage by subsequent construction operations.

3.11 MISCELLANEOUS CONCRETE ITEMS

- A. Filling-In - Fill-in holes and openings in concrete structures for the passage of work by other trades, unless otherwise shown or directed, after the work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide all other miscellaneous concrete filling shown or required to complete the work.
- B. Curbs - Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations - Provide machine and equipment bases and foundations as shown on the drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of the manufacturer furnishing the machines and equipment.

3.12 REMOVAL OF SHORES AND FORMS

- A. Remove shores and reshore in a planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support the work without excessive stress or deflection.

Keep reshores in place a minimum of 15 days after placing upper tier, and longer if required, until the concrete has attained its required 28-day strength and heavy loads due to construction operations have been removed.

- B. Formwork not supporting weight of concrete, such as sides of beams, walls, columns and similar parts of the work, may be removed after cumulative curing at not less than 50°F for 24 hours after placing concrete. Providing the concrete is sufficiently hard to not be damaged by form removal operations and provided curing and protection operations are maintained.
- C. Formwork supporting weight of concrete, such as beam soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28 days. Determine potential compressive strength of in place concrete by testing field-cured specimens representative of concrete location or members.
- D. Form facing material may be removed four (4) days after placement only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.
- E. Re-Use of Forms

Clean and repair surfaces of forms to be re-used in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact surfaces as specified for new formwork.

When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to the Architect.

No forming material will be allowed to be built permanently into exposed visible surfaces.

3.13 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas
 - 1. Repair and patch defective areas with cement mortar immediately after removal of forms but only when directed by the ENGINEER.
 - 2. Cut out honeycomb, rock pockets, voids over 1/2-inch diameter and holes left by tie rods and bolts down to solid concrete but, in no case, to a depth of less than 1-inch. Make edges of cuts perpendicular to the concrete surface. Before placing the cement mortar, thoroughly clean, dampen with water and brush-coat the area to

be patched with neat cement grout. Proprietary patching compounds may be used when acceptable to the ENGINEER.

3. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, the patching mortar will match the color of the surrounding concrete. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with the patching. Compact mortar in place and strike off slightly higher than the surrounding surface.
4. Fill holes extending through concrete by means of a plunger type gun or other suitable device from the least exposed face, using a flush stop held at the exposed face to ensure complete filling.

B. Repair of Formed Surfaces

1. Repair exposed-to-view formed concrete surfaces that contain defects, which adversely affect the appearance of the finish. Remove and replace the concrete having defective surfaces if the defects cannot be repaired to the satisfaction of the ENGINEER. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, and holes left by the rods and bolt; fins and other projections on the surface; and stains and other discolorations that cannot be removed by cleaning.
2. Repair concealed formed concrete surfaces that contain defects that adversely affect the durability of the concrete. If defects cannot be repaired, remove and replace the concrete having defective surfaces. Surface defects, as such, include cracks in excess of 0.01-inch wide, cracks or any width and other surface deficiencies which penetrate to the reinforcement or completely through non-reinforced sections, honeycomb, rock pockets, holes left by tie rods and bolts, and spalls except minor breakage at corners.

C. Repair of Unformed Surfaces

1. Test unformed surfaces, such as monolithic slabs, for smoothness and to verify surface plane to the tolerances specified for each surface and finish. Correct low and high areas as herein specified.
2. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having the required slope. Correct high and low areas as herein specified.
3. Repair finished unformed surfaces that contain defects, which adversely affect the durability of the concrete. Surface defects, as such, include crazing, cracks in excess of 0.01-inch wide or which penetrate to the reinforcement or completely through

non-reinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets and other objectionable conditions.

4. Correct high areas in unformed surfaces by grinding, after the concrete has cured sufficiently so those repairs can be made without damage to adjacent areas.
5. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out the low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to the ENGINEER.
6. Repair defective areas, except random cracks and single holes not exceeding 1-inch diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts, and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen all concrete surfaces in contact with patching concrete and brush with a neat cement grout coating, or use concrete bonding agent. Place patching concrete before grout takes its initial set. Mix patching concrete of the same material to provide concrete of the same type or class as the original adjacent concrete. Place, compact and finish as required to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete.
7. Repair isolated random cracks and single holes not over 1 inch in diameter by the dry-pack method. Groove the top of cracks and cut out holes to sound concrete and clean off dust, dirt and loose particles. Dampen all cleaned concrete surfaces and brush with a neat cement grout coating. Place dry-pack before the cement grout takes its initial set. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched areas continuously moist for not less than 72 hours.
8. For repair of existing unformed surfaces, mechanically remove all loose concrete as required to expose sound aggregate. Clean concrete surfaces to achieve a contaminate free, open textured surface. Square cut or undercut perimeter to minimum depth as specified by the repair mortar manufacturer. Remove all loose concrete around the exposed steel and hand tool or blast clean all portions of rebar with visible rust to near white metal finish. If half of the diameter of the reinforcing steel is exposed, chip out behind the reinforcing to a 1/2-inch minimum depth. Splice new reinforcing steel to existing where corrosion has depleted the cross-section area by 25%. Apply a corrosion inhibitor/primer/bonding agent to all exposed rebar and other steel components and to concrete surfaces to be repaired per manufacturer's requirements, such as Sika Armatec 110 . Apply a polymer-modified, cement-based, repair mortar, trowel applied as specified by the manufacturer, such as Sika MonoTop 615.

9. Repair methods not specified above may be used subject to the acceptance of the ENGINEER.

3.14 PLACEMENT OF TREMIE SEAL

- A. Concrete deposited in water shall be carefully placed in a compact mass, in its final position, by means of a tremie and shall not be disturbed after being deposited. Still water shall be maintained at the point of deposit.
- B. All underwater concrete shall be placed continuously from start to finish. The surface of the concrete shall be kept as near horizontal as practical at all times. To ensure thorough bonding, each succeeding layer of concrete shall be placed before the preceding layer has taken set.
- C. A tremie shall consist of a tube having a minimum diameter of ten inches of sufficient length to reach the bottom of the excavation with an attached receptacle or hopper for receiving concrete. The tremie pipe shall be supported so as to permit free movement of the discharge end over the top of the work and to permit rapid lowering, when necessary, to retard or stop the flow of concrete.
- D. At the start of the work and during any withdrawal of the tremie pipe for moving to a new location, the discharge end shall be closed to prevent water entering the pipe. During the progress of the work, the pipe shall be entirely sealed at all times, and kept full of concrete to the bottom hopper. The lower end of the pipe shall be well embedded in concrete and the concrete shall not be dropped through water but will flow outward from the end of the pipe. If the charge is lost, the tremie pipe shall be withdrawn and refilled.
- E. Contractor shall provide sufficient equipment and supply of concrete to affect a continuous flow of concrete through all tremies.

3.15 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. The OWNER or a representative of the OWNER will engage a special inspector/testing laboratory to perform all tests and to submit test reports to the OWNER, ENGINEER, and the CONTRACTOR.
- B. Concrete shall be sampled and tested for quality control during the placement of concrete, as follows:
 1. Sampling Fresh Concrete - ASTM C172, except modified for slump to comply with ASTM C94.
 2. Slump Test - ASTM 143; one (1) test for each set of compressive strength test specimens. Samples shall be taken at point of discharge.

3. Air Content - ASTM C231, pressure method; one (1) for each set of compressive strength test specimens.
4. Compression Test Specimen - ASTM C31; One (1) Set which consist of a minimum of four (4) standard cylinders to allow for compressive strength testing, unless otherwise directed. If early loading of members or sections is desired by the CONTRACTOR, additional tests cylinders shall be collected for testing. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
5. Concrete Temperature - Test hourly when air temperature is 40°F and below, and when 80°F and above; and each time a set of compression test specimens is made.
6. Compressive Strength Tests - ASTM C39; One (1) Set for each 100 cubic yards or fraction thereof, of each concrete class placed in any one (1) day, OR for each 5,000 square feet of surface area placed, OR as per minimums outlined below.
 - a. When the frequency of testing will provide less than five (5) Sets of cylinders by which to perform strength tests for a given class of concrete, conduct testing, as follows.
 - 1) For a class of concrete with a total batch size of greater than 500 cubic yards or 25,000 square feet of surface area, collect test Sets as outlined above.
 - 2) For a class of concrete with a total batch size of less than 500 cubic yards or 25,000 square feet of surface area, but greater than 300 cubic yards or 15,000 square feet of surface area, collect four (4) Sets for testing. Two (2) Sets near the beginning of pouring, one (1) Set mid-way through pouring and one (1) Set towards the end of pouring.
 - 3) For a class of concrete with a total batch size of less than 300 cubic yards or 15,000 square feet of surface area, but greater than 50 cubic yards or 2,500 square feet of surface area, collect four (3) sets of testing. One (1) Set near the beginning of pouring, one (1) Set mid-way through pouring and one (1) Set towards the end of pouring.
 - 4) When the total quantity of a given class of concrete is less than 50 cubic yards, and NO anchors are embedded in the concrete, the ENGINEER may waive the strength tests if, in their judgment, adequate evidence of satisfactory strength is provided. Otherwise testing shall occur as outlined in 3.14.B.6.a
 - b. Testing Procedure: A Set of specimens with yield four (4) cylinders. Therefore, five (5) Sets will yield 20 cylinders, four (4) Sets will yield 16 cylinders, three (3) Sets will yield 12 cylinders, From each set test one (1) cylinder at seven (7) days,

test two (2) cylinders at 28 days, and one (1) cylinder shall be retained in reserve for later testing if required. Additional cylinders can be obtained, at the CONTRACTOR's or OWNER's discretion, for testing at alternate times.

- c. If required by the building official, perform strength tests of cylinders cured under field conditions. Field cured cylinders shall be taken and molded at the same time and from the same samples as the laboratory cured test cylinders. When the strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
- C. Report test results in writing to the ENGINEER and the CONTRACTOR on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of CONTRACTOR, name of concrete supplier and concrete mixing truck number, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength and type of break for both 7-day tests and 28-day tests.
- D. Additional tests - The testing service will make additional tests of in-place concrete when test results indicate the specified concrete strengths and other characteristics have not been attained in the structure, as directed by the ENGINEER. The testing service shall conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed. CONTRACTOR shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

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SECTION 03 60 00 - GROUTING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes all work necessary to form, mix, place, cure, repair, finish, and perform all other work as required to produce finished grout, in accordance with the requirements of the Contract Documents.
- B. Work covered in this Section includes:
 - 1. Patching, grouting, and sealing.
 - 2. Grout for support of mechanical, electrical, and communications equipment
 - 3. Removal of loose and spalling grout and concrete.
 - 4. Anchoring cement for metal fabrications

1.2 RELATED SECTIONS

- A. Section 03 30 00 – Cast-in-Place Concrete Work.

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Specifications, codes, and standards shall be as specified in Section 03 30 00, Cast-in-Place Concrete Work and as referred to herein.

Comply with the provisions of the following codes, specifications and standards, except as otherwise shown or specified.

- B. Codes and Standards
 - 1. American Society for Testing and Materials (ASTM)
 - a. C31, “Standard Practice for Making and Curing Concrete Test Specimens in the Field”
 - b. C33, “Standard Specification for Concrete Aggregate”
 - c. C39, “Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens”
 - d. C40, “Standard Test Method for Organic Impurities in Fine Aggregate for Concrete”
 - e. C1084, “Standard Test Method for Portland-Cement Content of Hardened Hydraulic-Cement Concrete”

- f. C88, "Standard Test Method for Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate"
- g. C94, "Standard Specification for Ready-Mixed Concrete"
- h. C109, "Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-inch or 50-mm Cube Specimens)"
- i. C131, "Standard Test Method for Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine"
- j. C136, "Standard Test Method for Sieve Analysis to Fine and Coarse Aggregate"
- k. C143, "Standard Test Method for Slump of Hydraulic Cement Concrete"
- l. C150, "Standard Specification for Portland Cement"
- m. C156, "Standard Test Method for Water Loss Through Liquid Membrane Forming Curing Compounds for Concrete"
- n. C173, "Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method"
- o. C231, "Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method"
- p. C233, "Standard Test Method for Air-Entraining Admixtures for Concrete"
- q. C260, "Standard Specifications for Air-Entraining Admixtures for Concrete"
- r. C289, "Standard Test Method for Potential Alkali Silica Reactivity of Aggregates (Chemical Method)"
- s. C441, "Standard Test Method for Effectiveness of Pozzolans or Ground Blast-Furnace Slag in Preventing Excessive Expansion of Concrete Due to the Alkali-Silica Reaction"
- t. C457, "Standard Test Method for Microscopical Determination of Parameters of the Air-Void System in Hardened Concrete"
- u. C494, "Standard Specification for Chemical Admixtures for Concrete"
- v. C531, "Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes"

- w. C579, "Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes"
 - x. C827, "Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures"
 - y. C670, "Standard Practice for Preparing Precision and Bias Statements for Test Methods for Construction Materials"
 - z. C803, "Standard Test Method for Penetration Resistance of Hardened Concrete"
- 2. American Concrete Institute (ACI)
 - a. "Specifications for Structural Concrete," ACI 301 as supplemented and modified herein.
 - b. "Standard Practice for Selecting Proportions for Normal Heavyweight, and Mass Concrete," ACI 211.1.
 - 3. CRD-C 621, Corps of Engineers Specification for Non-Shrink Grout

1.4 SUBMITTALS

- A. Manufacturer Technical Data and Strength Test Results: For sack-mix grouts used on minor-structure/systems provide datasheet information verifying the compressive strength, shrinkage, and expansion requirements specified herein for grout used.
- B. Manufacturer's Literature: Containing instructions and recommendations on the mixing, handling, placement and appropriate uses for each type of non-shrink and epoxy grout used in the work.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Do not place grout when temperature or humidity will affect the performance or appearance of the grout.
- B. Do not place grout on dirty, wet, or frozen substrates

1.6 QUALITY ASSURANCE

Field Tests

- A. Compression test specimens will be taken during construction from the first placement of each type of grout, and at intervals thereafter as selected by the ENGINEER to ensure continued compliance with these specifications. The specimens will be made by the ENGINEER or its representative.

- B. Compression tests and fabrication of specimens for cement grout and non-shrink grout will be performed as specified in ASTM C 109 at intervals during construction as selected by the ENGINEER. A set of three specimens will be made for testing at seven (7) days, 28 days, and each additional time period as appropriate.
- C. All grout, already placed, which fails to meet the requirements of these specifications, is subject to removal and replacement at the cost of the CONTRACTOR.
- D. The cost of all laboratory tests on grout shall be borne by the CONTRACTOR and the CONTRACTOR shall obtain the specimens for testing. The CONTRACTOR shall also be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications. The CONTRACTOR shall supply all materials necessary for fabricating the test specimens.

PART 2 PRODUCTS

2.1 PREPACKAGED GROUTS

- A. Non-shrink grout: This type of grout is to be used wherever grout is required in the Contract Documents unless another type is specifically referenced.
- B. Non-shrink grout shall be a prepackaged, inorganic, non-gas- liberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation of each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.
- C. Class A non-shrink grouts shall have minimum 28-day compressive strength of 5000 psi; shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C827; and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested.
- D. Class B non-shrink grouts shall have minimum 28-day compressive strength of 5000 psi and meeting the shrinkage and expansion requirements for Class A non-shrink grout.
- E. General Non-Metallic and Non-Shrink Grout shall have minimum 28-day compressive strength of 4000 psi when tested and meet the shrinkage and expansion requirements for Class A non-shrink grout.
- F. Application
 - 1. Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under the exterior rim of the steel tank and all equipment base

plates, and at all locations where grout is specified in the contract documents; except, for those applications for Class B non-shrink grout specified herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.

2. Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material, grouting under all base plates for structural steel members, and grouting railing posts in place.
3. General Non-Metallic and Non-Shrink Grout shall be used for non-repair interior or exterior grout applications.

2.2 CONSISTENCY

- A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is called for in the Contract Documents, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.
- B. The slump for topping grout and concrete fill shall be adjusted to match placement and finishing conditions but shall not exceed four (4) inches.

2.3 MEASUREMENT OF INGREDIENTS

- A. Measurements for cement grout shall be made accurately by volume using containers approved by the ENGINEER. Shovel measurement shall not be allowed.
- B. Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.

PART 3 EXECUTION

3.1 GENERAL

- A. All surface preparation, curing, and protection of cement grout shall be as specified by the manufacturer. The finish of the grout surface shall match that of the adjacent concrete.
- B. Base concrete or masonry must have attained its design strength before grout is placed, unless authorized by the ENGINEER.

3.2 GROUTING PROCEDURES

Prepackage Grouts: All mixing, surface preparation, handling, placing, consolidation, curing, and other means of execution of prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.

3.3 INSTALLATION

A. Grout Below Bearing Plates:

1. Support bearing plates above cleaned bearing surfaces with double-nutted anchor bolts or wedges.
2. Fill space below bearing plates supporting structural members and stationary equipment with nonmetallic non shrink grout.
3. Fill space below bearing plates supporting vibrating equipment with metallic non shrink grout.

B. Grout in Steel Bollards:

1. Fill steel bollards with nonmetallic non shrink grout.
2. Smooth trowel grout to 1-inch-high convex curve at top of bollards.

C. Grout in Steel Door Frames: Install nonmetallic non shrink grout between masonry rough opening and door frames in masonry walls, fully filling frames with grout.

3.4 COMPLETION

A. Adjusting Defective Work: Replace or patch grout and anchoring cement as directed by Architect.

B. Physical Barrier Protection:

1. Cover fresh grout and anchoring cement for 24 hours minimum.
2. Cover fresh grout and anchoring cement with plywood where exposed to construction traffic.

END OF SECTION

DIVISION 05 - METALS

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SECTION 05 50 00 - METAL FABRICATIONS

PART 1 GENERAL

1.1 SUMMARY

- A. The extent of metal fabrications work is shown on the Drawings and includes items fabricated from iron, steel, stainless steel and aluminum shapes, plates, bars, sheets, strips, tubes, pipes, and castings which are not a part of structural steel or other metal systems in other sections of these specifications.
- B. Section Includes:
 - 1. Shop-fabricated metal items
 - 2. Anchor bolts
 - 3. Ladders
 - 4. Access hatches
 - 5. Fasteners
 - 6. Miscellaneous fabricated architectural details

1.2 RELATED SECTIONS

- A. Section 03 30 00, Cast-In-Place Concrete
- B. Section 09 90 00, Painting and Coating
- C. Section 33 05 17, Precast Concrete Valve Vaults

1.3 REFERENCE STANDARDS

- A. Aluminum Association (AA):
 - 1. AA DAF-45 - Designation System for Aluminum Finishes
- B. American Architectural Manufacturers Association (AAMA):
 - 1. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum
 - 2. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels
 - 3. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels

4. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels
- C. American National Standards Institute (ANSI):
1. ANSI A14.3 - American National Standard (ASC) for Ladders - Fixed - Safety Requirements
- D. American Welding Society (AWS):
1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination
 2. AWS D1.1 - Structural Welding Code - Steel
 3. AWS D1.6 - Structural Welding Code - Stainless Steel
- E. ASTM International (ASTM):
1. ASTM A6 - Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
 2. ASTM A36 - Standard Specification for Carbon Structural Steel
 3. ASTM A47, grade as selected - Malleable Iron Castings
 4. ASTM A48, Class 30 - Gray Iron Castings
 5. ASTM A53- Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
 6. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished
 7. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 8. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 9. ASTM A193 - Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications
 10. ASTM A240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications

11. ASTM A269 - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service
12. ASTM A283, Grade C - Steel Plates to be Bent or Cold Formed
13. ASTM A276 - Standard Specification for Stainless Steel Bars and Shapes
14. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength
15. ASTM A312 - Standard Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes
16. ASTM A354 - Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners
17. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
18. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
19. ASTM A513 - Standard Specification for Electric-Resistance-Welded Carbon and Alloy Steel Mechanical Tubing
20. ASTM A554 - Standard Specification for Welded Stainless Steel Mechanical Tubing
21. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts
22. ASTM A572 - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
23. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
24. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar
25. ASTM A780 - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
26. ASTM A992 - Standard Specification for Structural Steel Shapes
27. ASTM B26 - Standard Specification for Aluminum-Alloy Sand Castings
28. ASTM B85 - Standard Specification for Aluminum-Alloy Die Castings

29. ASTM B177 - Standard Guide for Engineering Chromium Electroplating
 30. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
 31. ASTM B210 - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes
 32. ASTM B211 - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire
 33. ASTM B 308, Alloy 6061-T6, Anodic Coating Class I, AA-C22-A41, anodized after fabrication - Structural Aluminum Shapes and Plates
 34. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
 35. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel
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 37. ASTM E985 - Standard Specification for Permanent Metal Railing Systems and Rails for Buildings
 38. ASTM F3125 - Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi and 150 ksi Minimum Tensile Strength
 39. ASTM F436 - Standard Specification for Hardened Steel Washers
 40. ASTM F844 - Standard Specification for Washers, Steel, Plain (Flat), Unhardened for General Use
 41. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105 ksi Yield Strength
- F. Builders Hardware Manufacturers Association (BHMA):
1. ANSI/BHMA A156.20 - American National Standard for Strap and Tee Hinges and Hasps
- G. National Ornamental & Miscellaneous Metals Association (NOMMA):
1. NOMMA Guideline 1 - Joint Finishes
- H. SSPC: The Society for Protective Coatings:

1. SSPC - Steel Structures Painting Manual
2. SSPC Paint 15 - Steel Joist Shop Primer/Metal Building Primer
3. SSPC Paint 20 - Zinc-Rich Coating (Type I - Inorganic and Type II - Organic)
4. SSPC SP 1 - Solvent Cleaning
5. SSPC SP-7 Brush-off Blast Cleaning
6. SSPC SP 10 - Near-White Blast Cleaning

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for Submittals.
- B. Manufacturer's Data: For information only, submit copies of manufacturer's specifications, load tables, dimension diagrams, anchor details, and installation instructions for products to be used in miscellaneous metal work, including paint products.
- C. Shop Drawings:
 1. General: Submit copies of shop drawings for the fabrication and erection of all assemblies of miscellaneous metal work which are not completely shown by the manufacturer's data sheets.
 - a. Include plans, elevations, and details of sections and connections and fabricators proposed shop coat paint or galvanizing specifications.
 - b. Show anchorage and accessory items.
 - c. Furnish setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, anchor bolts, and miscellaneous items having integral anchors, which are to be embedded in concrete construction.
 - d. Indicate welded connections using standard AWS A2.4 welding symbols.
 - e. Indicate net weld lengths.
- D. Samples:
 1. Submit two sets of representative samples of materials, illustrating factory finishes as may be requested by the Engineer.
 2. Engineer's review will be for color, texture, style and finish only.
- E. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within previous 12 months.

- F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- G. Qualifications Statement:
 - 1. Submit qualifications for licensed professional to perform Delegated Design Submittals as noted above.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Transporting, handling, storing, and protecting products shall be in accordance with manufacturer's requirements.
- B. Inspection: Accept metal fabrications on-site in labeled shipments. Inspect for damage.
- C. Protect metal fabrications from damage by exposure to weather or by ground contact.

1.6 EXISTING CONDITIONS

- A. Field Measurements: Verify field measurements prior to preparation of Shop Drawings and fabrication. Indicate field measurements on Shop Drawings.
 - 1. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication.

PART 2 PRODUCTS

2.1 GENERAL

- A. For the fabrication of miscellaneous metal work items which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names, roughness and defects which impair strength, durability and appearance. Remove such blemishes by grinding or by welding and grinding prior to cleaning, treating and application of surface finishes including zinc coatings.

2.2 LADDERS

- A. Vault Ladder:
 - 1. ANSI A14.3.
 - 2. Aluminum-welded construction.
 - 3. Ladder extension to access above grade

4. Siderails:
 - a. Size: 1/2 by 2 inches
 - b. Spacing: 20 inches on center
5. Rungs:
 - a. Solid rod. Hex rod or gnarled rebar
 - b. Size: 1-inch diameter
 - c. Spacing: 12 inches on center
6. Mounting:
 - a. Space rungs as shown on Drawings, a minimum of 7 inches from wall surface.
 - b. Provide steel mounting brackets and attachments per Drawings.
7. Shop Finish: Mill Finish

2.3 ANCHORS

- A. All anchors shall be epoxy anchors or expansion anchors as shown in the Drawings.
- B. Materials:
 1. As shown in the Drawings.
 2. For direct bury:
 - a. Malleable iron complying with ASTM A47
 - b. Cast steel complying with ASTM A27
 - c. Iron and steel galvanized in compliance with ASTM A153
 3. For wetted atmospheric conditions
 - a. Type 316 stainless steel
 4. Threaded rod, nuts, bolts, and washers:
 - a. Material matching anchor insert type
- C. Types:
 1. Threaded-type Concrete Inserts:
 - a. Internally threaded to receive machine bolts
 - b. Malleable iron, ASTM A47
 - c. Cast steel, ASTM A27

- d. Stainless steel, type 304, ASTM A320
- 2. Wedge-type Concrete Inserts:
 - a. Box-type ferrous castings designed to accept bolts having special wedge-shaped heads.
- 3. Slotted-type Concrete Inserts:
 - a. Box-type welded construction with slot designed to receive square head bolt and with knockout cover.
- D. Manufacturers:
 - 1. Hilti, Inc.
 - 2. Simpson Strong-Tie Co., Inc.
 - 3. Proprietary products as named in the Drawings.

2.4 ACCESS HATCHES

- A. Use materials of the size and thickness shown in Drawings or, if not shown in the Drawings, of the size recommended by product manufacturer.
- B. Work to the dimension shown in the Drawings or accepted on final shop drawings, using proven details of fabrication and support.
- C. Use the type of materials shown or specified for the various components of the Work.
- D. Vault Access Hatch:
 - 1. Access hatches shall be single or double leaf diamond plate aluminum with dimensions and features as shown on the Drawings. The minimum design load shall be H-20 loading for exterior hatches.
 - 2. Hardware shall be Type 316 stainless steel. This includes nuts, bolts, washers, hinges, springs, spring assisted operators, and automatic hold open arm with release lever.
 - 3. Each leaf shall have a spring-assisted operator to reduce lifting force to 10-30 pounds where shown.
 - 4. Recessed padlock hasp with hinged cover.
 - 5. The leaves shall securely latch when closed.
 - 6. Frames shall be structural aluminum with coating, as specified herein, to protect aluminum from concrete.

7. Flush grip handle.
8. Heavy duty automatic lock open arm with red vinyl release grip.
9. Channel frame with 1-1/4" anchor flange around the perimeter, equipped with a neoprene gasket for weather tight seal and side bottom outlet 1-1/2" aluminum IPS threaded drain coupling outlet integrated into the frame.
10. Stainless steel slam-lock.
11. Shop finish of cover and frame: Mill finish.

2.5 ROUGH HARDWARE

- A. Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels, and other miscellaneous steel and iron shapes as required for framing and supporting systems. Acceptable manufacturers are Simpson or approved equal.
- B. Manufacture or fabricate items of sizes, shapes, and dimensions required. Furnish malleable iron washers for heads and nuts which bear on wood structural connections; elsewhere furnish galvanized steel washers.

2.6 NON-SHRINK GROUT

- A. Where required for anchoring, patching, or sealing, grouting and sealing compounds shall conform to the requirements of Section 03 60 00, Grouting.

2.7 DAVIT CRANE BASE

- A. Davit crane base shall be floor mount cast-in-place style, designed for use in combination with an Advanced davit mast, manufactured by DBI Sala.
- B. The base shall include built in pins to anchor it into the cast foundation, a PVC sleeve liner, and shall be furnished in stainless steel.
- C. The base shall be integrally cast into the wet well lid. The design for the base foundation shall be included in the wet well lid design and calculations. Design the base foundation according to loading requirements from the manufacturer of the base.
- D. Manufacturer:
 1. Davit base shall be model number 8512828, manufactured by 3M DBI Sala, or approved equal.

2.8 MATERIALS

- A. Materials listed below shall be provided unless otherwise noted in the Drawings or other sections of these specification.
- B. Steel:
 - 1. Structural W Shapes: ASTM A992
 - 2. Structural Shapes: ASTM A36
 - 3. Channels and Angles: ASTM A36
 - 4. Steel Plate: ASTM A36
 - a. Steel Plate to be Bent or Cold Formed: ASTM A283, Grade C
 - 5. Hollow Structural Sections: ASTM A500, Grade B
 - 6. Structural Pipe: ASTM A53, Grade B, Schedule 40 unless shown otherwise in Drawings
 - 7. Bar: ASTM A36
 - a. Cold-Finished Steel Bar: ASTM A108, grade as selected by fabricator
 - 8. Sheet Steel: ASTM A653, Grade 33 Structural Quality
 - 9. Tubing: ASTM A513, Type 5, minimum 50 kilopounds per square inch (ksi) yield strength
 - 10. Standard Bolts: ASTM A307; Grade A
 - a. Washers: ASTM F844
 - 11. High Strength Bolts: ASTM A325
 - a. Washers: ASTM F436; Type 1
 - 12. Nuts: ASTM A563; heavy-hex type
 - 13. Welding Materials: AWS D1.1; type required for materials being welded
- C. Stainless Steel:
 - 1. Bars and Shapes: ASTM A276; Type 316
 - 2. Tubing: ASTM A269; Type 316
 - 3. Pipe: ASTM A312, seamless; Type 316

4. Plate, Sheet, and Strip: ASTM A666; Type 316
 5. Bolts, Nuts, and Washers: ASTM A354; Type 316
 6. Welding Materials: AWS D1.6; type required for materials being welded
- D. Aluminum:
1. Structural Aluminum Shapes and Plates: ASTM B308, Alloy 6061, Temper T66, Anodic Coating Class I, anodized after fabrication
 2. Aluminum-Alloy-Drawn Seamless Tubes: ASTM B210 Alloy 6063, Temper T6
 3. Aluminum-Alloy Bars: ASTM B211 Alloy 6063, Temper T6
 4. Bolts, Nuts, and Washers: Stainless steel or Steel, galvanized
 5. Welding Materials: AWS D1.1; type required for materials being welded
- E. Bolts, Nuts, and Washers for Equipment and Piping:
1. Select fasteners for the type, grade, and class required for the installation of miscellaneous metal items.
 2. Carbon Steel:
 - a. General: Zinc-coated, ASTM A153
 - b. Structural Connections: ASTM A307, Grade 2 (60 ksi), hot-dip galvanized
 - c. Anchor Bolts: ASTM A307, Grade 2 (60 ksi), hot-dip galvanized
 - d. Pipe and Equipment Flange Bolts: ASTM A193, Grade B-7
 - e. High Strength Bolts: ASTM F3125, Heavy Hex Head
 3. Stainless Steel: Required for all bolts, nuts and washers in wet wells and valve vaults.
 - a. Type 316 stainless steel, Class 2; ASTM A193 for bolts; ASTM A194 for nuts
 - b. Where stainless steel bolts are in contact with dissimilar metals, glass epoxy insulating sleeves and washers shall be used to electrically isolate the bolts.

2.9 FABRICATION

A. Workmanship:

1. Use materials of the size and thicknesses shown in the Drawings or, if not shown, of the required size and thickness to produce adequate strength and durability in the finished product for the intended use as approved by the Engineer.

2. Work to the dimensions shown in the Drawings or accepted on Shop Drawings, using proven details of fabrication and support.
 3. Use the type of materials shown in the Drawings or specified for the various components of work.
 4. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.
 5. Ease exposed edges to a radius of approximately 1/32-inch, unless otherwise shown in the Drawings.
 6. Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing the Work.
- B. Fit and shop-assemble items in largest practical sections for delivery to Site.
- C. Fabricate items with joints tightly fitted and secured.
- D. Continuously seal joint members by means of continuous welds in accordance with the recommendations of AWS, unless otherwise noted or approved.
- E. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small, uniform radius.
- F. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- G. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
- H. Loose Bearing and Leveling Plates:
1. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction, made flat, free from warps or twists, and of required thickness and bearing area.
 2. Drill plates to receive anchor bolts and for grouting as required.
 3. Galvanize after fabrication.
- I. Miscellaneous Steel Trim:
1. Provide shapes and sizes for profiles shown in the Drawings.

2. Except as otherwise indicated, fabricate units from structural steel shapes and plates and steel bars, with continuously welded joints and smooth exposed edges.
3. Use concealed field splices wherever possible.
4. Provide cutouts, fittings, and anchorages as required for coordination of assembly and installation with other work.

J. Fabrication Tolerances:

1. Squareness: 1/8-inch maximum difference in diagonal measurements.
2. Maximum Offset between Faces: 1/16-inch.
3. Maximum Misalignment of Adjacent Members: 1/16-inch.
4. Maximum Bow: 1/8-inch in 48 inches.
5. Maximum Deviation from Plane: 1/16-inch in 48 inches.

2.10 FINISHES

A. Steel:

1. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
2. Do not prime surfaces in direct contact with concrete or where field welding is required.
3. Prime-paint items with one coat, except where galvanizing is specified.
4. Coatings as specified per Section 09 90 00, Painting and Coating.
 - a. Primer paint selected must be compatible with the required finish coats of paint.
 - b. At locations in contact with potable water, use only primer approved for potable water use.
5. Galvanizing for Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strips: ASTM A123; hot-dip galvanize after fabrication
6. Galvanizing for Fasteners, Connectors, and Anchors:
 - a. Hot-Dip Galvanizing: ASTM A153
 - b. Mechanical Galvanizing: ASTM B695; Class 50 minimum
7. Chrome Plating: ASTM B177, nickel-chromium alloy, satin finish
8. Sheet Steel: Galvanized

9. Bolts: Hot-dip galvanized
 10. Nuts: Hot-dip galvanized
 11. Washers: Hot-dip galvanized
 12. Touchup Primer for Galvanized Surfaces: ASTM A780 (A780M), A1. Repair Using Zinc-Based Alloys (Heat and Stick Method)
- B. Stainless Steel:
1. Satin-Polished Finish: Number 4, satin directional polish parallel with long dimension of finished face.
 2. Mirror-Polished Finish: Number 8, mirror polish with preliminary directional polish lines removed.
- C. Aluminum:
1. Protection of All Aluminum:
 - a. Aluminum surfaces in contact with cementitious, masonry or dissimilar materials, apply the following coating system:
 - 1) One (1) coat of epoxy primer, 1 to 2 mils dry film (D.F.).
 - 2) Followed by two (2) coats of Bitumastic, 6 to 8 mils D.F.
 - 3) Followed by two (2) coats of tarset material, 6 to 8 mils D.F.
- D. Shop Painting
1. Shop painting of metal fabrications shall be allowed only at the sole discretion of the Engineer.
 2. Shop paint miscellaneous metal work in accordance with Section 09 90 00, Painting and Coating, with the following exceptions:
 - a. Those members or portions of members to be embedded in concrete or masonry.
 - b. Surfaces and edges to be field welded.
 - c. Galvanized surfaces.
 3. Remove scale, rust, and other deleterious materials before the shop coat of paint is applied.

- a. Clean off heavy rust and loose mill scale in accordance with SSPC SP-7, Brush-off Blast Cleaning.
 - b. Remove oil, grease, and similar contaminants in accordance with SSPC SP-1, Solvent Cleaning.
4. Immediately following surface preparation, brush or spray on metal primer paint, applied in accordance with the manufacturer's instructions or as specified below.
 5. Apply one shop coat of metal primer paint to fabricated metal items, except apply two coats of paint to surfaces which will be inaccessible after assembly or erection. Change color of second coat to distinguish it from the first.
- E. Touch-up Painting, Pre-painted Items:
1. Immediately after erection, clean field welds, bolted connections, and abraded areas of the shop paint, and paint all exposed areas with the same material as used for shop painting.
 2. Apply touch-up coatings by brush or spray to provide a minimum dry film thickness of the original coating thickness.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive Work.

3.2 PREPARATION

- A. Clean and strip primed steel items to bare metal and aluminum where Site welding is required.
- B. Furnish setting drawings, diagrams, templates, instructions, and directions for the installation of anchorages, such as concrete inserts, anchor bolts, and miscellaneous items having integral anchors. Supply steel items required to be cast into concrete or embedded in masonry with setting templates to appropriate sections. Coordinate delivery of such items to the project Site.

3.3 INSTALLATION

- A. Install items plumb and level, accurately fitted, and free from distortion or defects.
- B. Make provisions for erection stresses. Install temporary bracing to maintain alignment until permanent bracing and attachments are installed.

- C. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal items to in-place construction, including threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors as required.
- D. Fit exposed connections accurately together to form tight hairline joints.
- E. Grind joints smooth and touch-up shop paint coat.
- F. Do not weld, cut, or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication and are intended for bolted or screwed field connections.
- G. Field-weld components indicated on Drawings and Shop Drawings.
- H. Perform field welding according to AWS D1.1 with regards to procedures of manual shielded metal-arc welding, the appearance and quality of welds made, and the methods used in correcting welding work.
- I. Obtain approval of Engineer prior to Site cutting or making adjustments not scheduled.

3.4 TOLERANCES

- A. Maximum Variation from Plumb: 1/4-inch per story or for every 12 feet in height, whichever is greater, non-cumulative.
- B. Maximum Variation from Level: 1/16-inch in 3 feet and 1/4-inch in 10 feet.
- C. Maximum Offset from Alignment: 1/4-inch.
- D. Maximum Out-of-Position: 1/4-inch.

3.5 FIELD QUALITY CONTROL

- A. Welding: Inspect welds according to AWS D1.1.
- B. Replace damaged or improperly functioning hardware.
- C. After erection, touch up welds, abrasions, and damaged finishes with prime paint or galvanizing repair paint to match shop finishes.
- D. Touch up factory-applied finishes according to manufacturer-recommended procedures.

3.6 ADJUSTING

- A. Adjust operating hardware and lubricate as necessary for smooth operation.

END OF SECTION

SECTION 05 50 00 - METAL FABRICATIONS

PART 1 GENERAL

1.1 SUMMARY

The extent of metal fabrications work is shown on the Drawings and includes items fabricated from iron, steel, stainless steel and aluminum shapes, plates, bars, sheets, strips, tubes, pipes, and castings which are not a part of structural steel or other metal systems in other sections of these specifications.

A.

Section Includes:

B.

1. Shop-fabricated metal items
2. Anchor bolts
3. Ladders
4. Access hatches
5. Fasteners
6. Miscellaneous fabricated architectural details

1.2 RELATED SECTIONS

A.

Section 03 30 00, Cast-In-Place Concrete

B.

Section 09 90 00, Painting and Coating

C.

Section 33 05 17, Precast Concrete Valve Vaults

1.3 REFERENCE STANDARDS

Aluminum Association (AA):

B.

1. AA DAF-45 - Designation System for Aluminum Finishes

American Architectural Manufacturers Association (AAMA):

1. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum
2. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels
3. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels

4. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels

American National Standards Institute (ANSI):

1. ANSI A14.3 - American National Standard (ASC) for Ladders - Fixed - Safety Requirements

C. American Welding Society (AWS):

1. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination

D.

2. AWS D1.1 - Structural Welding Code - Steel
3. AWS D1.6 - Structural Welding Code - Stainless Steel

ASTM International (ASTM):

E.

1. ASTM A6 - Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
2. ASTM A36 - Standard Specification for Carbon Structural Steel
3. ASTM A47, grade as selected - Malleable Iron Castings
4. ASTM A48, Class 30 - Gray Iron Castings
5. ASTM A53- Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
6. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished
7. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
8. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
9. ASTM A193 - Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications
10. ASTM A240 - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications

11. ASTM A269 - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service
12. ASTM A283, Grade C - Steel Plates to be Bent or Cold Formed
13. ASTM A276 - Standard Specification for Stainless Steel Bars and Shapes
14. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength
15. ASTM A312 - Standard Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes
16. ASTM A354 - Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners
17. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
18. ASTM A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
19. ASTM A513 - Standard Specification for Electric-Resistance-Welded Carbon and Alloy Steel Mechanical Tubing
20. ASTM A554 - Standard Specification for Welded Stainless Steel Mechanical Tubing
21. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts
22. ASTM A572 - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
23. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
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30. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
31. ASTM B210 - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes
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- F. 41. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105 ksi Yield Strength

G. Builders Hardware Manufacturers Association (BHMA):

1. ANSI/BHMA A156.20 - American National Standard for Strap and Tee Hinges and Hasps

H.

National Ornamental & Miscellaneous Metals Association (NOMMA):

1. NOMMA Guideline 1 - Joint Finishes

SSPC: The Society for Protective Coatings:

1. SSPC - Steel Structures Painting Manual
2. SSPC Paint 15 - Steel Joist Shop Primer/Metal Building Primer
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5. SSPC SP-7 Brush-off Blast Cleaning
6. SSPC SP 10 - Near-White Blast Cleaning

1.4 SUBMITTALS

Section 01 33 00 - Submittal Procedures: Requirements for Submittals.

Manufacturer's Data: For information only, submit copies of manufacturer's specifications, load tables, dimension diagrams, anchor details, and installation instructions for products to be used in miscellaneous metal work, including paint products.

A.
B.

Shop Drawings:

C.

1. General: Submit copies of shop drawings for the fabrication and erection of all assemblies of miscellaneous metal work which are not completely shown by the manufacturer's data sheets.
 - a. Include plans, elevations, and details of sections and connections and fabricators proposed shop coat paint or galvanizing specifications.
 - b. Show anchorage and accessory items.
 - c. Furnish setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, anchor bolts, and miscellaneous items having integral anchors, which are to be embedded in concrete construction.

D.

- d. Indicate welded connections using standard AWS A2.4 welding symbols.
- e. Indicate net weld lengths.

Samples:

E.

1. Submit two sets of representative samples of materials, illustrating factory finishes as may be requested by the Engineer.
2. Engineer's review will be for color, texture, style and finish only.

Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within previous 12 months.

Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

Qualifications Statement:

- F. 1. Submit qualifications for licensed professional to perform Delegated Design Submittals as noted above.

1.5 DELIVERY, STORAGE, AND HANDLING

Transporting, handling, storing, and protecting products shall be in accordance with manufacturer's requirements.

- A. Inspection: Accept metal fabrications on-site in labeled shipments. Inspect for damage.

- B. Protect metal fabrications from damage by exposure to weather or by ground contact.

1.6 EXISTING CONDITIONS

- A. Field Measurements: Verify field measurements prior to preparation of Shop Drawings and fabrication. Indicate field measurements on Shop Drawings.

- 1. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication.

PART 2 PRODUCTS

2.1 GENERAL

- A. For the fabrication of miscellaneous metal work items which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names, roughness and defects which impair strength, durability and appearance. Remove such blemishes by grinding or by welding and grinding prior to cleaning, treating and application of surface finishes including zinc coatings.

2.2 LADDERS

Vault Ladder:

- 1. ANSI A14.3.
- 2. Aluminum-welded construction.
- 3. Ladder extension to access above grade

4. Siderails:
 - a. Size: 1/2 by 2 inches
 - b. Spacing: 20 inches on center
5. Rungs:
 - a. Solid rod. Hex rod or gnarled rebar
 - b. Size: 1-inch diameter
 - c. Spacing: 12 inches on center
6. Mounting:
 - a. Space rungs as shown on Drawings, a minimum of 7 inches from wall surface.
 - b. Provide steel mounting brackets and attachments per Drawings.
7. Shop Finish: Mill Finish

2.3 ANCHORS

A. All anchors shall be epoxy anchors or expansion anchors as shown in the Drawings.

B. Materials:

1. As shown in the Drawings.
2. For direct bury:
 - a. Malleable iron complying with ASTM A47
 - b. Cast steel complying with ASTM A27
 - c. Iron and steel galvanized in compliance with ASTM A153
3. For wetted atmospheric conditions
 - a. Type 316 stainless steel
4. Threaded rod, nuts, bolts, and washers:
 - a. Material matching anchor insert type

Types:

1. Threaded-type Concrete Inserts:
 - a. Internally threaded to receive machine bolts
 - b. Malleable iron, ASTM A47
 - c. Cast steel, ASTM A27

- d. Stainless steel, type 304, ASTM A320
- 2. Wedge-type Concrete Inserts:
 - a. Box-type ferrous castings designed to accept bolts having special wedge-shaped heads.
- 3. Slotted-type Concrete Inserts:
 - a. Box-type welded construction with slot designed to receive square head bolt and with knockout cover.

Manufacturers:

- D.
 - 1. Hilti, Inc.
 - 2. Simpson Strong-Tie Co., Inc.
 - 3. Proprietary products as named in the Drawings.

2.4 ACCESS HATCHES

- A. Use materials of the size and thickness shown in Drawings or, if not shown in the Drawings, of the size recommended by product manufacturer.
- B. Work to the dimension shown in the Drawings or accepted on final shop drawings, using proven details of fabrication and support.
- C. Use the type of materials shown or specified for the various components of the Work.
- D.

Vault Access Hatch:

- 1. Access hatches shall be single or double leaf diamond plate aluminum with dimensions and features as shown on the Drawings. The minimum design load shall be H-20 loading for exterior hatches.
- 2. Hardware shall be Type 316 stainless steel. This includes nuts, bolts, washers, hinges, springs, spring assisted operators, and automatic hold open arm with release lever.
- 3. Each leaf shall have a spring-assisted operator to reduce lifting force to 10-30 pounds where shown.
- 4. Recessed padlock hasp with hinged cover.
- 5. The leaves shall securely latch when closed.
- 6. Frames shall be structural aluminum with coating, as specified herein, to protect aluminum from concrete.

- a. Location -- Exposed metal surfaces, shop primed, both interior and exterior including piping, railings, ladders, steel doors, and any other metal items not otherwise specified.
 - b. Surface Preparation -- As specified herein.
 - c. Coating System -- Apply shop prime coat 3.0 mils DFT Tnemec Series 90-97 Tnemec-Zinc, one coat 4.0 - 6.0 mils DFT Tnemec Series 66 Hi-Build Epoxoline, and 3.0 - 4.0 mils DFT of Tnemec Series 73 Endura Shield or approved equal. Color as selected by OWNER.
3. Coating System 102
- a. Location -- Unprimed or non-galvanized, continuously or intermittently submerged metal items, both interior and exterior including piping, structural steel and all other metal items not otherwise specified.
 - b. Surface Preparation -- As specified herein.
 - c. Coating System -- Prime, intermediate and topcoat, 4.0-6.0 mils each coat of Tnemec Series 20 Pota-Pox or approved equal. Color as selected by OWNER.
4. Coating System 103
- a. Location -- Vertical concrete walls, exterior, below finish grade, not exposed to view.
 - b. Surface Preparation -- As specified herein.
 - c. Paint System -- Apply two coats 2.0-3.0 mils each, Kop-Coat Bitumastic Super Service Black, or approved equal.

2.3 SPECIAL PIPE AND SEVERE SERVICE COATING SYSTEMS

A. General

The following coatings are for buried pipe and surfaces used in severe service conditions. The manufacturers' products listed in this paragraph are materials which satisfy the material descriptions of this paragraph and have a documented successful record for long term submerged or severe service conditions. Proposed substitute products will be considered as indicated within the paragraph entitled " 'Or-Equal' Clause" in Division 01- General Requirements.

B. Special pipe and severe service coating systems shall be as follows:

- 1. Coating System 203 -- Fusion Bonded Epoxy

- a. Location -- Ferrous surfaces of sleeve couplings, steel pipe and fittings.
 - b. Surface Preparation -- As specified herein.
 - c. Coating System -- The coating material shall be a 100 percent powder epoxy applied in accordance with the ANSI/AWWA C213 "AWWA Standard for Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines". The coating shall be applied using the fluidized bed process.
 - 1) Liquid Epoxy -- For field repairs, the use of a liquid epoxy will be permitted, applied in not less than 3 coats to provide a DFT 16 mils. The liquid epoxy shall be a 100 percent solids epoxy recommended by the powder epoxy manufacturer.
 - 2) Coating (DFT = 16 mils), Scotchkote 203, or equal.
 - 3) Total system DFT = 16 mils.
2. Coating System 208 -- Mastic
- a. Location -- Pipe and fitting joints, and general buried surface coating repair and touch up.
 - b. Surface Preparation - As specified herein.
 - c. Coating System -- Mastic shall be a one-part solvent drying heavy bodied thixotropic synthetic elastomeric coating with chemically inert resins and fillers and an average viscosity of 650,000 CPS at 77 degrees Fahrenheit, thereby requiring generous applications by hand or trowel. Total coat thickness shall be 30 mils, minimum. Mastic shall be Protecto Wrap 160 H or approved equal and be fully compatible with pipeline coating systems.
3. Coating System 209 -- Polyethylene Encasement
- a. Location -- Ductile iron, steel and concrete cylinder pipe and fittings.
 - b. Surface Preparation -- None required.
 - c. Coating System -- Except as otherwise specified, application of polyethylene encasement shall be in accordance with ANSI/AWWA C105 using Method C.
4. Coating System 210
- a. Location – Wet well interior concrete surfaces where shown.
 - b. Surface Preparation – Per manufacturer’s requirements, pressure wash concrete interior and apply non-shrink grout to all voids prior to coating

application. Surface shall be clean and free of all foreign materials. Saturate surface immediately prior to application. Surface shall be damp but without running water or noticeable droplets of free water.

- c. Coating System -- Solvent-free 100% solids, ultra-high build two-component epoxy coating system, thixotropic in nature and filled with select fillers to minimize permeability and provide sag resistance with high physical strengths and broad range of chemical resistance. Coating shall be meet these requirements:

Product type	Amine cured epoxy
Color	White
Solids Content (vol %)	100
Mix Ratio	3:1
Compressive Strength, psi	18,000
Tensile Strength, psi	7,600
Tensile Elongation, %	1.50
Flexural Modulus, psi	600,000
Hardness, Type D	88
Bond Strength - Concrete	>Tensile Strength of Concrete

Chemical Resistance:

Severe Municipal Sewer:	All types of service
Successful Pass:	Sanitation District of L.A. County Coating Evaluation Study or SSPWC 210.2.3.3

- d. Epoxy coating system shall be applied by a certified applicator of the epoxy coating manufacturer and according to manufacturer specifications.
- e. Coating shall be Raven 405 or approved equal. The coating shall be applied with minimum thickness of 120 mils.
- f. After application of the epoxy coating to the interior surfaces of wet well, pull-off adhesion strength testing per ASTM D7234 shall be conducted at three locations to be determined by the ENGINEER. Test results must meet or exceed 175 psi bonding strength to be considered passing. If there are failed test results, it will be the responsibility of the CONTRACTOR to conduct additional pull-off adhesion strength testing to determine the limits of the failed coating area. Once the limits of failed epoxy coating are determined and reviewed with the ENGINEER, it will be the responsibility of the CONTRACTOR to remove the failed epoxy coating to the limits of the coating not meeting the adhesion requirements and to where satisfactory coating is encountered, repair any concrete damage, re-apply epoxy coating following coating manufacturers recoat requirements, and retest epoxy coating per ASTM D7234. All costs associated with additional testing, epoxy coating removal, concrete repair,

epoxy coating re-application, and retesting of re-applied epoxy coating shall be borne by the CONTRACTOR.

2.4 ARCHITECTURAL COATING SYSTEMS

A. General

"Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or topcoat.

Fungus Control: Submit evidence for all paints attesting the passing of Federal Test Method Standard No. 141, Method 6271.1 showing no fungus growth or other approved test results.

Apply to surfaces under recommended environmental conditions and within the limitations established by the material manufacturer. Acrylics require 60 degrees Fahrenheit (°F) and above temperature and below 50 percent relative humidity. Apply water-based paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50°F and 90°F unless otherwise permitted by the paint manufacturer's printed instructions.

B. Architectural coating systems shall be as follows:

1. Coating System 301

- a. Location -- Vertical concrete exterior walls and flat concrete exterior roofs and slabs exposed to view.
- b. Surface Preparation -- As specified herein.
- c. Coating System -- Apply two coats 6.0-9.0 mils (100 ft²/gal) each coat, Tnemec Series 156 Envirocrete, or approved equal. Color as selected by OWNER.

2. Coating System 305

- a. Location – Horizontal concrete surfaces, interior floor surface, vertical exterior brick or masonry surfaces, exposed to view.
- b. Surface Preparation -- Surfaces shall be cleaned with a manufacturer's approved chemical cleaner and power washed. Surfaces shall be completely dry, free from efflorescence, oils, paint and other contaminants before the coating system is applied. Coating system shall be applied according to the manufacturers published recommendations. A manufacturer's representative shall be present during application of the coating system, if required by the manufacturer's warranty.

- c. Coating System -- Apply two coats of masonry water retardant material. The system shall be clear, non-staining, silane-modified-siloxane, Chemprobe Dur A Pel 20, Tex-Cote Rainstopper 1500, or equal. The selected coating system shall provide a minimum of a 5-year manufacturer's warranty.
3. Coating System 306
- a. Location -- Vertical concrete walls, exterior, below finish grade, not exposed to view.
 - b. Surface Preparation -- Per manufacturer's requirements, surface shall be clean and free of all oil, grease, dirt, laitance, and loose or foreign materials. Surface shall be dampened with water and kept damp until application of the coating.
 - c. Paint System -- Apply two coats of BASF MasterSeal or approved equal, in accordance with manufacturer's recommendations. Allow first coat MasterSeal 610 to dry tacky before applying second coat of MasterSeal 614. Ensure a continuous, pinhole-free coating from the top and outside edge of the footing to the finished grade.
 - d. Backfilling -- Follow manufacturer recommendations for backfilling. Provide protection board or geotextile fabric to protect the coating from damage while backfilling. Geotextile fabric shall be Mirafi 140N or approved equal.

PART 3 EXECUTION

3.1 STORAGE, MIXING AND THINNING OF MATERIALS

- A. Manufacturer's Recommendations -- Unless otherwise specified herein, the coating manufacturer's printed recommendations and instructions for thinning, mixing, handling, applying, and protecting its coating materials, for preparation of surfaces for coating, and for all other procedures relative to coating shall be strictly observed.
- B. All protective coating materials shall be used within the manufacturer's recommended shelf life.
- C. Storage and Mixing -- Coating materials shall be protected from exposure to cold weather, and shall be thoroughly stirred, strained, and kept at a uniform consistency during application. Coatings of different manufacturers shall not be mixed together.

3.2 SURFACE PREPARATION STANDARDS

- A. The following referenced surface preparation specifications of the Steel Structures Painting Council shall form a part of this specification.

1. Solvent Cleaning (SSPC-SP1) -- Removal of oil, grease, soil, salts and other soluble contaminants by cleaning with solvent, vapor, alkali, emulsion or steam.
2. Hand Tool Cleaning (SSPC-SP2) -- Removal of loose rust, loose mill scale, loose paint, and other loose detrimental foreign matter, by hand chipping, scraping, sanding, and wire brushing.
3. Power Tool Cleaning (SSPC-SP3) -- Removal of loose rust, loose mill scale, loose paint, and other loose detrimental foreign matter, by power tool chipping, descaling, sanding, wire brushing and grinding.
4. White Metal Blast Cleaning (SSPC-SP5) -- Removal of all visible rust, oil, grease, soil, dust, mill scale, paint, oxides, corrosion products and foreign matter by blast cleaning.
5. Commercial Blast Cleaning (SSPC-SP6) -- Removal of all visible oil, grease, soil, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except that staining shall be limited to no more than 33 percent of each square inch of surface area.
6. Brush-Off Blast Cleaning (SSPC-SP7) -- Removal of all visible oil, grease, soil, dust, loose mill scale, loose rust and loose paint.
7. Near-White Blast Cleaning (SSPC-SP10) -- Removal of all visible oil, grease, soil, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except that staining shall be limited to no more than 5 percent of each square inch of surface area.

3.3 CORRECTIONS AND CLEANUP

At completion any damaged, de-laminated or defaced coated surfaces shall be touched up, restored, and left in first class condition. Any coated or finished surfaces damaged in fitting or erection shall be restored. If necessary, an entire wall shall be refinished rather than spot finished. Upon completion and prior to final acceptance, all equipment and unused materials accumulated in the coating process shall be removed from the site and any spillage, spatter spots or other misplaced coating material shall be removed in a manner which will not damage surfaces. Perform required patching, repair, and cleaning to the satisfaction of the ENGINEER. Cooperate and coordinate work with the work of other trades in the removal and replacement of hardware, fixtures, covers, switch plates, etc., as required for coating.

3.4 SURFACE PREPARATION

A. General

Prepare all surfaces scheduled to receive new coating systems, as required to provide

for adequate bonding of the specified coating system to the substrate material. Request review of prepared surfaces by the ENGINEER prior to proceeding. For existing coated surfaces, hand wash with cleaner or product recommended by coating manufacturer to properly prepare existing surface and provide for bonding of coating specified to follow. Remove any loose, peeling or flaking coating, or mildewed areas. Surface preparation minimums shall be as follows:

1. Exposed metal items, nonsubmerged, unprimed, non-galvanized both interior and exterior, including piping, structural steel and all other metal items not otherwise specified, shall undergo surface preparation in accordance with SSPC-SP6, "Commercial Blast Cleaning".
2. Exposed metal items, shop primed, both interior and exterior including piping, steel doors, steel ladders to be painted, and railings, and all other metal items not otherwise specified, shall undergo surface preparation in accordance with SSPC-SP1, "Solvent Cleaning"; SSPC-SP2, "Hand Tool Cleaning"; and SSPC-SP3, "Power Tool Cleaning" as may be required to remove grease, loose or peeling or chipped paint.
3. Metal items, unprimed or non-galvanized, continuously or intermittently submerged, both interior and exterior including piping, structural steel and all other metal items not otherwise specified, shall undergo surface preparation in conformance with SSPC-SP10, "Near-White Blast Cleaning".
4. Stainless Steel - Nonsubmerged and submerged, exposed piping and fittings, both interior and exterior shall undergo surface preparation in accordance with SSPC-SP1, "Solvent Cleaning".
5. Polyvinyl Chloride (PVC) - Nonsubmerged, both interior and exterior, process piping and plumbing, shall be lightly sanded prior to application of the specified coating system to follow.
6. Nonsubmerged Concrete - Clean all concrete surfaces of dust, form oil, curing compounds or other incompatible matter. Etch and prime if required by manufacturer for specified coating products to follow. Allow minimum 28-day cure of concrete prior to application of coating systems.
7. Concrete Masonry Units -- Repair all breaks, cracks and holes with concrete grout. The surface must be free of dirt, dust, loose sand and other foreign matter. Brush clean. Allow minimum 28-day cure of concrete joint mortar and repair grout prior to application of coatings system.
8. Wood -- Wood surfaces shall be thoroughly cleaned and free of all foreign matter with cracks, nail holes and other defects properly filled, smoothed and sandpapered to fine finish. Wipe clean of dust.

9. Preparation of All Existing Coated Surfaces -- Removed rough and defective coating film from material surfaces to be painted. Touch up with approved primer. Clean all greasy or oily surfaces, to be painted, with benzine or mineral spirits or Rodda's Gresof before coating, or as recommended by manufacturer. For walls, patch existing nicks and gouges, sand to match wall finish.

3.5 PRIME COATING

- A. Exposed Steel -- Prime coat all exposed steel in accordance with SSPC PS 13.01 for epoxy-polyamide coating systems. Prime coats shall be applied following completion of surface preparation requirements as specified in paragraph 3.4.A.1 above.
- B. Galvanized Metal -- After surface preparation specified above, prime galvanized metal items receiving paints as specified with Tnemec Series 66 Hi-Build Epoxaline or equal, verifying with manufacturer before application the compatibility with coatings specified to follow.
- C. Shop Primed Metal -- Where indicated on the plans or coating schedule and following the surface preparation procedures specified in paragraph 3.4.A.2 above, the CONTRACTOR shall apply intermediate and topcoats of the specified paint system to shop primed metal. The CONTRACTOR shall verify with the manufacturer(s) representative of the item(s) to be painted, before application, the compatibility of shop primers with the specified intermediate and topcoat coating systems.
- D. Non-Shop Primed Metal and Piping -- Prime coat all exposed metal and piping, except stainless steel, received at job site following completion of surface preparation requirements as specified in paragraph 3.4.A.1 above. Prime paint in accordance with SSPC PS No. 13.01 for epoxy-polyamide primers. Epoxy-polyamide primers shall conform to the standards set forth in SSPC Paint Specification No. 22.
- E. Cast-In-Place Reinforced Concrete -- After surface preparation specified above, prime coat concrete as specified in the coating schedule found elsewhere in the specifications.
- F. Concrete Masonry Units -- After surface preparation specified above, prime coat as specified in the coating schedule found elsewhere in the specifications.
- G. Wood Surfaces -- Following surface preparation specified above, prime coat exterior exposed wood surfaces with appropriate coating system as specified in the painting schedule.

3.6 FIELD PRIME

Wherever shop priming has been damaged in transit or during construction, the damaged area shall be cleaned and touched up with field primer specified herein or returned to the

shop for resurfacing and repriming, at the ENGINEER's discretion. Metal items delivered to the job site unprimed shall be cleaned and primed as specified herein.

3.7 APPLICATION

- A. Thickness -- Apply coatings in strict conformance with the manufacturer's application instructions. Apply each coat at the rate specified by the manufacturer to achieve the dry mil thickness specified. If material must be diluted for application by spray gun, build up more coating to achieve the same thickness as undiluted material. Correct apparent deficiency of film thickness by the application of an additional coat.
- B. Porous Surfaces -- Apply paint to porous surfaces as required by increasing the number of coats or decreasing the coverage as may be necessary to achieve a durable protective and decorative finish.
- C. Blast cleaned ferrous metal surfaces shall be painted before any rusting or other deterioration of the surface occurs. Blast cleaning shall be limited to only those surfaces that can be coated in the same working day.
- D. Coatings shall be applied in accordance with the manufacturer's instructions and recommendations, and this Section, whichever has the most stringent requirements.
- E. Special attention shall be given to edges, angles, weld seams, flanges, nuts and bolts, and other places where insufficient film thicknesses are likely to be present. Use stripe coating for these areas.
- F. Special attention shall be given to materials which will be joined so closely that proper surface preparation and application are not possible. Such contact surfaces shall be coated prior to assembly or installation.
- G. Ventilation -- Adequately ventilate enclosed rooms and spaces during painting and drying periods.
- H. Drying Time -- Do not apply next coat of coat until each coat is dry. Test non-metallic surfaces with moisture meter. The manufacturer's recommended drying time shall mean an interval under normal condition to be increased to allow for adverse weather or drying conditions. Coating manufacturer's representative shall verify by cure testing, complete cure of coatings systems used for immersion service.

3.8 COATING SCHEDULE

Provide protective coatings in accordance with following Coating Schedule:

Coating Schedule

Item	Location	Material	Coating System
Piping ¹	Exposed and in vaults (exterior surface)	Ductile Iron	Coating System 101
Piping	Buried	Ductile Iron	See Note 5
Valves & Couplings ²	All	--	See Note 2

Notes:

- 1 Pipe linings shall be as specified elsewhere in these specifications.
- 2 Coating of exposed valves and couplings to be shop-applied fusion-bonded epoxy. Finish coat shall be same coating system as adjacent piping to match in color and total mil thickness, unless otherwise directed by the ENGINEER
- 3 Refer to other specification sections for coating requirements of specific equipment and items.
- 4 See sheet A-2 for Material Finish Schedule of architectural items.
- 5 Lining and Coating for buried ductile iron piping and fitting shall be as specified in Section 33 31 10 Sanitary Utility Sewer Piping.

END OF SECTION

DIVISION 10 - SPECIALTIES

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SECTION 10 14 10 - IDENTIFYING DEVICES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section covers the work necessary to furnish and install, complete, identifying devices for the Project.
- B. Section includes:
 - 1. Process pipe color coding and labeling
 - 2. Process equipment nameplates
 - 3. Door and warning signs

1.2 RELATED SECTIONS:

- A. Section 40 05 13 - Common Work Results for Process Piping

1.3 STANDARDS, SPECIFICATIONS, AND CODES

- A. All safety related signs, markers, labeling, and symbols shall conform to the applicable provisions or codes of the Occupational Safety and Health Administration (OSHA), unless specifically modified hereinafter.
- B. All signage providing emergency information or general circulation directions, or identifies rooms for the physically handicapped, shall comply with the requirements of the latest edition of American National Standards Institute (ANSI A117.1).

1.4 SUBMITTALS

- A. In accordance with Section 01 33 00, Submittal Procedures.
- B. Manufacturer's Data - Specifications and installation instructions for each type of sign required.
- C. Samples - Submit three full size samples of each color and finish of pipe labeling, process equipment nameplates, and warning signs with sample letters.
 - 1. ENGINEER's review of samples will be for color and texture only. Compliance with all other requirements is the exclusive responsibility of the CONTRACTOR.
 - 2. Submit samples of any other special identifying or signing provided for elsewhere in this specification.

PART 2 PRODUCTS

2.1 PIPE LABELING AND COLORS

- A. Unless noted otherwise on the Drawings or specified differently hereinafter, pipe labeling and colors shall conform to the following schedule:

<u>Service</u>	<u>Symbol (label)</u>	<u>Symbol Color (label)</u>	<u>Pipe Color</u>
Potable Water	PW	White	-
Non-Potable Water	NPW	Green	-
Drains	D	White	Gray
Raw Sewage	RS	Green	Tan
Vents	V	Black	Green
Misc. Piping	As directed by the ENGINEER	As directed by the ENGINEER	As directed by the ENGINEER

- B. Pipe identification labels and flow direction arrows shall consist of lettering and symbols applied over the pipe base color.
- C. Coating systems and surface preparation requirements used in color coding piping and lettering and flow arrows shall be as specified in Section 09 90 00, Painting and Coating.

2.2 PROCESS EQUIPMENT NAMEPLATES

- A. Nameplates shall be used to identify all process equipment including but not limited to pumps, chlorinators, control panels, and any other equipment requiring identification as directed by the Engineer.
- B. Fabricated from 1/16-inch-thick satin-surfaced Setonply, all edges beveled neatly.
- C. Furnish with drilled holes for mounting to the appropriate equipment or nearest adjacent surface. As an alternative, acceptable adhesive attachment methods may be used if approved by the Engineer.
- D. Nameplate background color, lettering color, and wording shall be as directed by the Engineer and approved by the Owner.
- E. Minimum Size: 4-inch x 1-1/2-inch.
- F. Manufacturer: Seton Nameplate Company, New Haven, CT, Style 2060-40 or approved equal.

2.3 CONFINED SPACE WARNING SIGNS

- A. Painted aluminum with a yellow background and black lettering.

- B. Each sign shall contain the following wording:

“DANGER
PERMIT-REQUIRED CONFINED SPACE
DO NOT ENTER”

PART 3 EXECUTION

3.1 PIPE LABELS AND FLOW DIRECTION ARROWS

- A. Location: At all connections to equipment, valves, branching fittings, at wall boundaries, and at intervals along the piping not greater than 5 feet on center with at least one label applied to each exposed horizontal and vertical run of pipe. Exposed piping not normally in view, such as behind ceilings and in closets and cabinets, shall also be labeled.
- B. Labels shall not be applied to the pipe until all pipe painting is complete or as approved by the ENGINEER.
- C. Application: By stencil over pipe base color. Base coat shall be cured, clean, and dry, prior to application of lettering.
- D. Lettering sizes for pipe labels shall be in accordance with ANSI A13.1, Table 3, and based upon the outside diameter of the pipe to which they are applied.
- E. Stripes on solution pipe shall be applied at intervals along the piping not greater than 5 feet on center with at least one stripe applied to each exposed horizontal and vertical run of pipe.

3.2 PROCESS EQUIPMENT NAMEPLATES

- A. Location: As directed by the ENGINEER.
- B. Mounting of process equipment nameplates shall be in accordance with the manufacturer's instructions, and as directed by the ENGINEER.

3.3 PAINTED SIGNS

- A. Prepare and mask base material as required to provide clean surface for application of letters by stencil.
- B. Unless otherwise noted, color of letters shall be black.
- C. Paint Type: Semi-gloss alkyd enamel.

3.4 CONFINED SPACE WARNING SIGNS

- A. Securely fasten signs to the underside of all hatches entering vaults such that the sign can be read when the hatch is opened.

3.5 EXTERIOR STATION SIGNS

- A. Mount signs in the locations as directed by the ENGINEER.
- B. Secure signs to fences using stainless steel fasteners.

END OF SECTION

DIVISION 31 - EARTHWORK

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SECTION 31 05 13 - SOILS FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes range of soil and subsoil materials intended to be referenced by other sections, generally for fill and grading purposes. Materials are indicated by "Type" to assist in referencing from other sections and on Drawing notes.
- B. Section includes:
 - 1. Subsoil materials
 - 2. Topsoil materials

1.2 RELATED SECTIONS

- A. Section 31 05 16 - Aggregates for Earthwork
- B. Section 31 10 00 – Site Clearing
- C. Section 31 23 16 – Excavation
- D. Section 31 23 17 - Trenching

1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T99 - Standard Specification for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop
 - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop
- B. ASTM International (ASTM):
 - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))
 - 2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))
 - 3. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)

4. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Materials Source: Submit name of imported materials source.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Furnish materials of each type from same source throughout the Work.
- B. Soil Testing:
 1. Soil sampling and testing to be completed by an independent laboratory approved by the Engineer.
 2. Frequency of testing shall be determined by the Engineer.
 3. All soil testing shall be paid for by the Contractor.
- C. Compaction Tests:
 1. Maximum density at optimum moisture content determined by ASTM D1557 (AASHTO T180).
 2. In-place density in accordance with Nuclear Testing Method, ASTM D6938.
- D. Soil Classification: All imported materials shall be classified in accordance with ASTM D2487.

PART 2 PRODUCTS

2.1 SUBSOIL MATERIALS

- A. Subsoil Type S1, Select Native Material:
 1. Select earth obtained from on-site excavations approved for use by Engineer.
 2. Graded.
 3. Free of peat, humus, vegetative matter, organic matter, and rocks larger than 6 inches in diameter.

4. Processed as required to be placed in thickness as prescribed and at the optimum moisture content to obtain level of compaction required by these specifications.
- B. Subsoil Type S2, Imported Fill Material:
1. Imported earth approved for use by Engineer.
 2. Meeting the requirements of Subsoil Type S1.

2.2 TOPSOIL MATERIALS

- A. Topsoil Type TS1, Select Native Topsoil Material:
1. Top 6 - 12 inches of existing soil containing organic matter.
 2. Engineer decision shall be final as to determination of what material is topsoil quality.
 3. Graded.
 4. Free of roots, rocks larger than 1/2-inch subsoil, debris, large weeds, and foreign matter.
 - a. Screening: Single screened.
- B. Topsoil Type TS2, Imported Topsoil Material:
1. Imported borrow.
 2. Friable loam.
 3. Reasonably free of roots, rocks larger than 1/2-inch, subsoil, debris, large weeds, and foreign matter.
 - a. Screening: Single screened.
 4. Acidity range (pH) of 5-1/2 to 7-1/2.
 5. Containing minimum of 4 percent and maximum of 25 percent inorganic matter.

2.3 SPOILS

- A. All excess material not suitable or not required for backfill and grading shall be hauled off site and disposed of at a location provided by the Contractor and approved by the Engineer.
- B. Make arrangements for disposal of the material at no additional cost to the Owner.

- C. Landfill permit to be obtained by the Contractor and provided to Engineer prior to commencement of disposal.

2.4 SOURCE QUALITY CONTROL

- A. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D1557 (AASHTO T180).
- B. When tests indicate materials do not meet specified requirements, change material, or vary compaction methods and retest. Additional testing shall be completed and paid for by the Contractor with no reimbursement by the Owner.
- C. Furnish materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.1 EXCAVATION

- A. Excavate material of every nature and description to the lines and grades as indicated on the Drawings and/or as required for construction of facilities.
- B. Site within clearing limits shall be stripped of topsoil as required to obtain additional topsoil necessary to complete Work indicated in the Drawings or as specified.
- C. When practical, do not excavate wet topsoil.
- D. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.
- E. Remove excess excavated subsoil and topsoil not intended for reuse from Site.
- F. Remove excavated materials not meeting requirements for subsoil materials and topsoil materials from Site.

3.2 STOCKPILING

- A. Stockpile soils at locations shown in the Drawings or at locations as approved by Owner for redistribution as specified.
 - 1. Site may not have sufficient area to stockpile excavated material that will be required for fill later in the project. If additional stockpile area is required to complete the Project on schedule, arrange off-site stockpile areas.
 - 2. No additional payments will be made for stockpiling excavated materials off-site.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.

- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Prevent intermixing of soil types or contamination.
- E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
 - 1. Grade surface of stockpiles to prevent ponding of water.
 - 2. Cover stockpiles to minimize the infiltration of water.
- F. Stockpile unsuitable and/or hazardous materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.3 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.
- B. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

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SECTION 31 05 16 - AGGREGATES FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes a range of coarse and fine aggregate materials intended to be referenced by other Sections, generally for fill and grading purposes. Materials are indicated by "Type" to assist in referencing from other Sections and in Drawing notes.
- B. Section Includes:
 - 1. Coarse aggregate materials
 - 2. Fine aggregate materials

1.2 RELATED SECTIONS

- A. Section 31 05 13 - Soils for Earthwork
- B. Section 31 23 17 - Trenching

1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses
 - 2. AASHTO T27 - Sieve Analysis of Fine and Coarse Aggregates
 - 3. AASHTO T99 - Standard Specification for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop
 - 4. AASHTO TP61 - Standard Method of Test for Determining the Percentage of Fracture in Coarse Aggregate
- B. ASTM International (ASTM):
 - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
 - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))
 - 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))

4. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
5. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
6. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Materials Source: Submit name of imported materials suppliers.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
- D. Results of aggregate sieve analysis and standard proctor tests for all granular material.

1.5 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Aggregate Testing:
 1. Aggregate sampling and testing to be completed by an independent laboratory approved by the Engineer.
 2. The frequency of testing shall be determined by the Engineer.
 3. All aggregate testing shall be paid for by the Contractor.
- C. Compaction Tests:
 1. Maximum density at optimum moisture content determined by AASHTO T99.
 2. In-place density in accordance with Nuclear Testing Method, ASTM D6938.
- D. Aggregate Classification: All imported materials shall be classified in accordance with ASTM D2487.

PART 2 PRODUCTS

2.1 COARSE AGGREGATE MATERIALS

A. Coarse Aggregate Type A1, Dense-Graded Aggregate: Crushed rock with ¾-inch-0, 1-inch-0, 1-1/2-inch-0, 2-inch-0 and 2-1/2-inch-0 gradation as shown in the Drawings and meeting the requirements provided below.

1. Grading - Dense-graded base aggregate shall be crushed rock, including sand. Uniformly grade the aggregates from coarse to fine.
2. Sieve analysis shall be determined according to AASHTO T27.
3. The aggregates shall conform to one of the grading requirements Table 31 05 16-A below.

Table 31 05 16-A
Grading Requirements for Dense-Graded Aggregate
Separated Sizes
Percent Passing (by weight)

Sieve Size	2-1/2" - 0	2" - 0	1-1/2" - 0	1" - 0	3/4" - 0
3"	100				
2-1/2"	95 - 100	100			
2"	-	95 - 100	100		
1-1/2"	-	-	95 - 100	100	
1-1/4"	55 - 75	-	-	-	
1"	-	55 - 75	-	90 - 100	100
3/4"	-	-	55 - 75	-	90 - 100
1/2"	-	-	-	55 - 75	-
3/8"	-	-	-	-	55 - 75
1/4"	30 - 45	30 - 45	35 - 50	40 - 55	40 - 60
No. 4*	-	-	-	-	-
No. 10	1	1	1	1	1

¹ Of the fraction passing the 1/4-inch sieve, 40 percent to 60 percent shall pass the No. 10 sieve.

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

4. Fracture of Rounded Rock:
 - a. Determined according to AASHTO TP61.
 - b. Provide at least one fractured face based on the following percentage of particles retained on the 1/4-inch sieve for the designated size:

Minimum Percent of Fractured Particles
by Weight of Material

<u>Designated Size</u>	<u>Retained on 1/4-Inch Sieve</u>
1-1/2-inch – 0 and larger	50
Smaller than 1-1/2-inch – 0	70

5. Durability:

a. Crushed rock aggregate shall meet the following durability requirements:

<u>Test</u>	<u>Test Method</u>	<u>Requirements</u>
Abrasion	AASHTO T 96	35.0 percent maximum
Degradation (Coarse Aggregate)	ODOT TM 208	30.0 percent maximum
Passing No. 20 Sieve, Sediment Height	ODOT TM 208	3.0-inch maximum

6. Sand Equivalent -- Crushed rock aggregate will be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 50.

B. Coarse Aggregate Type A2, Granular Drain Backfill Material: Crushed or uncrushed rock or gravel as shown in the Drawings.

1. Material shall be clean and free draining.
2. Sieve analysis shall be according to AASHTO T27.
3. Grading: Meeting the gradation requirements provided in Table 31 05 16-B below.

Table 31 05 16-B
Grading Requirements for Granular Drain Backfill Material
Separated Sizes
Percent Passing (by weight)

Sieve Size	Separated Sizes 1-1/2-inch – 3/4-inch	Separated Sizes 3/4-inch – 1/2-inch
2-inch	100	
1-1/2-inch	90 - 100	
1-inch	20 - 55	100
3/4-inch	0 - 15	85 - 100
1/2-inch	-	0 - 15
3/8-inch	0 - 5	-

2.2 SAND

- A. Sand: Sand material shall consist of granular material, naturally produced, or produced from crushed gravel, or dredge sand that is reasonably free of organic material, mica, clay, fly ash, and other deleterious material, meeting the gradations of Table 31 05 16-C below.

Table 31 05 16-C
Grading Requirements for Sand
Separated Sizes
Percent Passing (by weight)

Sieve Size	Coarse Sand	Medium Sand	Fine Sand
1-inch	100	100	100
3/8-inch	95 - 100	95 - 100	-
#4	80 - 100	70 - 95	90 - 100
#30	10 - 30	10 - 45	-
#100	-	2 - 10	2 - 10
#200	0 - 8	0 - 7	0 - 4
Sand Equivalent	50 min.	50 min.	50 in.

2.3 SOURCE QUALITY CONTROL

- A. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM C136 and AASHTO T99
- B. Sand - Testing and Analysis: Perform in accordance with ASTM C136 and AASHTO T99.
- C. When tests indicate materials do not meet specified requirements, change material and retest. Additional testing shall be completed and paid for by the Contractor with no reimbursement by the Owner.

PART 3 EXECUTION

3.1 STOCKPILING

- A. Stockpile materials imported to site as shown in the Drawings or at locations as approved by Engineer for redistribution as specified.
- B. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.

- C. Prevent intermixing of aggregate types or contamination.
- D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
 - 1. Grade surface of stockpiles to prevent ponding of water.
 - 2. Cover stockpiles to minimize the infiltration of water.

3.2 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.
- B. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes clearing site of incidental paving and curbs, debris, grass, trees, and other plant life in preparation for site or building excavation work.

1.2 RELATED SECTIONS:

- A. Section 01 56 39 – Temporary Tree and Plant Protection
- B. Section 02 41 00 – Demolition

1.3 DEFINITIONS

- A. Clearing: Removal of interfering or objectionable material lying on or protruding above ground surface.
- B. Grubbing: Removal of vegetation and other organic matter including stumps, buried logs, and roots greater than 2-inch caliper to a depth of 12 inches below subgrade.
- C. Interfering or Objectionable Material: Trash, rubbish, and junk; vegetation and other organic matter, whether alive, dead, or decaying; topsoil.
- D. Limits of Disturbance: Work area boundary as shown on the Plans.
- E. Root Wad: Tree stump and root mass including all roots greater than 1-inch diameter.
- F. Stripping: Removal of topsoil remaining after applicable scalping is completed.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Clearing, Grubbing, and Stripping Plan: Drawings clearly showing proposed limits to clearing, grubbing, and stripping activities at Site.
- C. Certification or disposal permit for landfill and/or waste disposal site.
- D. A copy of written permission of private property owners, with copy of fill permit for said private property, as may be required for disposal of materials.

1.5 QUALITY ASSURANCE

- A. Existing Conditions: Determine the extent of Work required and limitations before proceeding with Work.
- B. Obtain Engineer's approval of staked clearing, grubbing, and stripping limits prior to commencing clearing, grubbing, and stripping.
- C. Conform to applicable local, state, and federal codes for environmental requirements and disposal of debris,
 - 1. Burning on project site will not be permitted.
 - 2. Use of herbicides will not be permitted.
- D. Permits: The Contractor is responsible for obtaining all necessary permits required for completion of the Work described in this Section.
- E. Protection of Persons and Property: Meet all federal, state, and local safety requirements for the protection of laborers, other persons, and property in the vicinity of the work and requirements of the General Provisions.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Existing Materials: All materials, equipment, miscellaneous items, and debris involved, occurring or resulting from demolition, clearing, and grubbing work shall become the property of the Contractor at the place of origin, except as otherwise indicated in the Drawings or specifications.
- B. Wound Paint: Emulsified asphalt formulated for use on damaged plant tissues.

PART 3 EXECUTION

3.1 GENERAL

- A. Clear, grub, and strip areas needed for waste disposal, borrow, or Site improvements within limits shown in approved Clearing, Grubbing, and Stripping Plan.
- B. Remain within the property lines at all times.
- C. Do not injure or deface vegetation or structures that are not designated for removal.

3.2 EXAMINATION

- A. Verify existing plant life designated to remain is tagged or identified.
- B. Identify waste and salvage areas for placing removed materials.

3.3 PREPARATION

- A. Carefully coordinate the work of this Section with all other work and construction.
- B. Call Local Utility Line Information service at 1-800-332-2344, not less than three working days before performing Work.
- C. Request underground utilities to be located and marked within and surrounding construction areas.
 - 1. Disconnect or arrange for disconnection of utilities (if any) affected by required work.
 - 2. Keep all active utilities intact and in continuous operations.
- D. Prepare Site only after:
 - 1. Erosion and sediment controls are in place.
 - a. Limit areas exposed uncontrolled to erosion during installation of temporary erosion and sediment controls and in compliance with COP Erosion and Sediment Control Manual and ESC Permits.
 - 2. Tree and vegetation protection is installed.
 - a. Protect existing site improvements, trees, and shrubs to remain to preclude damage during construction.
 - b. Follow the provisions set forth in 01 56 39, Temporary Tree and Plant Protection for all temporary tree and plant protection measures.
 - 3. Temporary fencing is installed along the Limits of Disturbance.
 - 4. Notification of utility agencies; disconnect or arrange for disconnection of utilities (if any) affected by required work. Keep all active utilities intact and in continuous operation.

3.4 PROTECTION

- A. Utilities: Locate, identify, and protect utilities located by utilities and indicated in the Drawings to remain from damage.

- B. Survey control: Protect benchmarks, survey control points, and existing structures from damage or displacement.
- C. Preservation and Trimming of Trees, Shrubs, and Other Vegetation:
 - 1. Avoid injury to trees, shrubs, vines, plants, grasses, and other vegetation growing outside of the areas to be cleared and grubbed and those trees and shrubs designated to be preserved.
 - 2. Protect existing trees and shrubs against cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of roots by stockpiling construction materials, excavated materials, excess foot or vehicular traffic, and parking of vehicles within drip line.
 - 3. Provide temporary guards, as necessary, to protect trees and vegetation to be left standing.
 - 4. Temporarily cover exposed roots with wet burlap to prevent roots from drying out, cover with earth as soon as possible.
 - 5. Provide protection for roots and limbs over 1-1/2-inch diameter cut during construction operations. Coat cut faces with emulsified asphalt.
 - 6. Repairable damage to trees and shrubs designated to remain shall be made by a professional tree surgeon approved by the Engineer. Cost shall be borne by the Contractor.
- D. Landscaped Areas:
 - 1. When any portion of the Work crosses private property or landscaped areas, excavate topsoil separately and pile it on the opposite side of the trench from the subsoil.
 - 2. Conduct Work in a manner that will restore original conditions as nearly as practicable.
 - 3. Remove and replace any trees, shrubs, plants, sod, or other vegetative material as needed to complete Work.
 - 4. All shrubs or plants shall be balled by experienced workers, carefully handled and watered, and replaced in their original positions without damage. Sod shall be handled in a similar manner.
 - 5. Wherever sod cannot be saved and restored, the ground must be reseeded and cared for until a stand of grass is reestablished.

6. Plants or shrubs killed or destroyed shall be replaced and paid for by the Contractor.
 7. It is the intent of this paragraph that the Contractor shall leave the surface and plantings in substantially the same conditions as before the Work is undertaken.
- E. Miscellaneous Site Features: Protect all existing miscellaneous site features from damage by excavating equipment and vehicular traffic, including but not limited to existing structures, fences, mailboxes, sidewalks, paving, and curbs.
- F. Repair and Replacement:
1. Damaged items, including but not restricted to those noted above, shall be repaired or replaced with new materials as required to restore damaged items or surfaces to a condition equal to and matching that existing prior to damage or start of work of this contract.
 2. Any damage to existing facilities or utilities to remain as caused by the Contractor's operations shall be repaired at the Contractor's expense.

3.5 LIMITS

- A. As follows, but not to extend beyond Limits of Disturbance and within the approved disturbance limits:
1. Excavation: 5 feet beyond top of cut slopes.
 2. Trench Excavation: 6 feet from trench centerline, regardless of actual trench width.
 3. Fill:
 - a. Clearing and Grubbing: 5 feet beyond toe of permanent fill.
 - b. Stripping: 2 feet beyond toe of permanent fill.
 4. Structures: 15 feet outside of new structures.
 5. Roadways: Clearing, grubbing, scalping, and stripping 5 feet from roadway shoulders.
 6. Other Areas: As shown.
- B. Remove rubbish, trash, and junk from entire area within the Limits of Disturbance as material is generated. Stockpiling shall not be permitted without written approval of Owner.

3.6 CLEARING AND GRUBBING

- A. Clear and grub areas within limits shown in approved Clearing, Grubbing, and Stripping Plan.
- B. Except in areas to be excavated, all holes resulting from the clearing and grubbing operations shall be backfilled and compacted in accordance with the applicable sections of these Specifications.
- C. Clearing:
 - 1. Remove trees, saplings, snags, stumps, shrubs, brush, vines, grasses, weeds, and other vegetative growth within the clearing limits shown in the Drawings, except those trees and shrubs noted to remain in the Drawings or as directed by the Engineer.
 - 2. Clearing shall be performed in such a manner as to remove all evidence of the presence of vegetative growth from the surface of the project site and shall be inclusive of sticks and branches of thickness or diameter greater than 3/8-inch and of grasses, weeds, exceeding 12 inches in height except as otherwise indicated.
 - 3. Clear undergrowth and deadwood, without disturbing subsoil.
- D. Grubbing: Clear areas required for access to site and execution of Work and remove all stumps, root wads, and roots over 1-inch diameter to the following depths:
 - 1. Future Structures and Building Areas 24 Inches
 - 2. Roads and Parking Areas 18 Inches
 - 3. All other Areas 12 Inches

3.7 TREE REMOVAL

- A. Exercise care in cutting, felling, trimming, and handling of those trees shown for removal to prevent damage to neighboring trees and structures to remain.
- B. Tree Salvage: As shown on the Plans.
- C. No trees may be removed unless approved and permitted by the Engineer.
- D. Do not top trees unless otherwise specified or approved by Owner in writing.
- E. Refer to Section 01 56 39, Temporary Tree and Plant Protection for tree protection requirements.

3.8 REMOVAL AND DISPOSAL

- A. Native vegetation may be mulched and used on Site.

- B. Asphalt and Gravel Surfaces:
 - 1. Asphalt, concrete, and gravel surfaces designated for removal shall be done to full depth.
 - 2. Asphalt, concrete, and gravel removed at Site may be reused at Site where shown in the Drawings or following approval of the Engineer.
 - 3. Haul removed asphalt, concrete, and gravel which is unsuitable for reuse or that exceeds quantity required.
- C. Remove debris, rock, abandoned piping, and extracted plant life from Site.
- D. Remove from the Site all debris, materials, equipment, and items found thereon and materials and debris resulting from the Work, except as otherwise indicated.
 - 1. All existing improvements designated on the Drawings or specified to be removed including but not limited to structures, pipelines, walls, footings, foundations, slabs, pavements, curbs, fencing, and similar structures occurring above, at, or below existing ground surface shall be included in the Work.
 - 2. Unless otherwise specified, any resulting voids shall be thoroughly cracked out for drainage and backfilled with suitable excavated or imported material compacted to the density of the adjacent soil.
- E. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- F. Do not burn or bury materials on site. Leave site in clean condition.
- G. Removal: All material resulting from demolition, clearing and grubbing, and trimming operations shall be removed from the Site and disposed of in a lawful manner. Materials placed on property of private property owners shall be by written permission only.
- H. Cleanup: During and upon completion of work, promptly remove all unused tools and equipment, surplus materials, and debris.
- I. Adjacent areas shall be returned to their existing condition prior to the start of Work.

3.9 CLEANUP

- A. During the time Work is in progress, make every effort to maintain the Site in a neat and orderly condition.

- B. All refuse, broken pipe, excess fill material, cribbing, and debris shall be removed as soon as practicable.
- C. Should the Work not be maintained in a satisfactory condition, the Owner may cause the work to stop until the cleanup of the Work has been done to the satisfaction of the Engineer.
- D. The Work will not be considered complete or the final payment certificate issued until all rubbish, unused material, or equipment shall have been removed and the premises left in a condition satisfactory to the Owner and the Engineer.

END OF SECTION

SECTION 31 23 16 - EXCAVATION

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes excavation required for building foundations, site structures, or under slabs-on-grade or paving. Excavating for utilities outside building is included in Section 31 23 17, Trenching.
- B. Section Includes:
 - 1. Excavating for paving, roads, and parking areas
 - 2. Excavating for slabs-on-grade
 - 3. Excavating for site structures
 - 4. Excavating for landscaping

1.2 RELATED SECTIONS

- 1. Section 01 45 00 - Quality Control
- 2. Section 02 41 00 - Demolition
- 3. Section 31 05 13 - Soils for Earthwork
- 4. Section 31 05 16 - Aggregates for Earthwork
- 5. Section 31 10 00 - Site Clearing
- 6. Section 31 23 17 - Trenching
- 7. Section 31 50 00 - Excavation Support and Protection

1.3 DEFINITIONS

- A. Common Excavation: All excavation required for Work, regardless of the type, character, composition, or condition of the material encountered. Common Excavation shall further include all debris, junk, broken concrete, and all other material. All excavation shall be classified as Common Excavation.
- B. Common Material: All soils, aggregate, debris, junk, broken concrete, and miscellaneous material encountered in Common Excavation.
- C. Concrete Excavation: The removal of pieces of concrete larger than 1 cubic yard in volume that requires drilling, splitting and breaking methods, or a necessitating a trench width increase of 18 inches or more than the width of the preceding 10 feet of trench. Concrete excavation includes materials composed of Portland cement that are not identified other than manholes, structures, sewer pipe, or other appurtenances.
- D. Exploratory Excavation: The removal and replacement of material from locations shown on the Drawings, or as directed for the purpose of investigating underground

conditions and identifying potential utility conflict between existing and proposed utilities.

- E. Overbreak: Material beyond and outside of the slope limits established by the Owner's Representative, which becomes displaced or loosened during excavation and is excavated.
- F. Pothole Excavation: Pothole excavation is the removal and replacement of all materials via coring, vacuum extraction, or similar method, not classified as exploratory excavation, for the purposes of locating an underground utility and to investigate underground conditions.
- G. Spoils: Excavated materials from Site unsuitable for use as fill or not required for backfill and grading.
- H. Unsuitable Materials: See Spoils.

1.4 REFERENCES

- A. Local utility standards when working within 24 inches of utility lines.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: At a minimum, to include the following:
 - 1. Methods and sequencing of mass excavation.
 - 2. Proposed onsite and off-site spoil disposal locations.
 - 3. Anticipated difficulties and proposed resolutions.
 - 4. Proposed routes for Owner's access to Owner's facilities impacted by excavation Work.
 - 5. Proposed haul routes.
- C. Excavation support plan and utility protection plan as specified in Section 31 50 00, Excavation Support and Protection.

1.6 QUALITY ASSURANCE

- A. Allowable Tolerances: Final grades shall be plus or minus 0.1-foot.
- B. Provide adequate survey control to avoid unauthorized over-excavation.

C. Weather Limitations:

1. Material excavated when frozen or when air temperature is less than 32 degrees Fahrenheit (F) shall not be used as fill or backfill until material completely thaws.
2. Material excavated during inclement weather shall not be used as fill or backfill until after material drains and dries sufficiently for proper compaction.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 PREPARATION

- A. Prior to commencing work in this Section, become familiar with site conditions. In the event discrepancies are found, notify the Engineer as to the nature and extent of the differing conditions.
- B. Call Local Utility Line Information service at 1-800-332-2344 not less than 3 working days before performing Work.
 1. Request underground utilities to be located and marked within and surrounding construction areas.
 2. Coordinate with and notify utility companies should it be necessary to remove or relocate facilities.
- C. Identify required lines, levels, contours, and datum.
- D. See Section 31 10 00, Site Clearing for additional requirements in protection of existing utilities, survey control, plant life, and landscaped areas in coordination with Work in this Section.

3.2 SITE CONDITIONS

- A. Quantity Survey: The Contractor shall be responsible for calculations for quantities and volume of cut and fill from existing site grades to finish grades established under this contract as indicated in the Drawings or specified and shall include the cost for all earthwork in the total basic bid.
- B. Dust Control: Must meet all federal, state, and local requirements. Protect persons and property from damage and discomfort caused by dust. Water surfaces as necessary and when directed by Engineer to quell dust.

- C. Soil Control: Soil shall not be permitted to accumulate on surrounding streets or sidewalks nor to be washed into sewers.

3.3 EXISTING UNDERGROUND UTILITIES

- A. Protect active utilities encountered, located or otherwise, and notify persons or agencies owning same.

- B. For sewer and other miscellaneous drainage facilities, fill and plug pipes as follows:

- 1. General:

- a. Remove all structures to a minimum of 3 feet below subgrade, unless otherwise noted.
- b. Cover top surface of all abandoned structures with two sheets of nonwoven geotextile, extended at least 1-foot beyond the outside walls of the abandoned manhole, sump, or basin.

- 2. Sumps:

- a. Remove existing sediment, soil, and water. Properly dispose of these materials in accordance with the requirements of these specifications.
- b. Remove top cone and first solid concrete section to a depth of approximately 8 to 10 feet below ground.
- c. Fill sump with CLSM.
- d. Backfill remaining voids for facilities within existing or proposed roadways with approved materials meeting the requirements of Section 32 11 23, Aggregate Base Courses.

- 3. Salvaging Manhole Frames, Covers, and Grates:

- a. Remove manhole frames, covers, and grates scheduled for salvage and store in approved location.
- b. Frames, grates, and covers meeting Specifications may be salvaged from structures to be adjusted and may be reused in the Work if of suitable size and condition.
- c. Replace, at no additional cost to the Owner, all items damaged or lost by the Contractor with similar items that are comparable in all respects with those they are to replace, and which are adequate for the intended purpose.

- d. Clean salvaged components to be reused of foreign material by methods that will not harm the components.
4. Existing Manhole Frames and Covers: Manhole frames and covers removed by the Contractor are the property of the Owner. Notify the Engineer a minimum of 48 hours before removal to arrange for pickup of the removed frames and covers, if not reused.

3.4 PRESERVATION OF EXISTING IMPROVEMENTS

- A. Protect adjacent existing structures which may be damaged by excavation work.
 1. Conduct operations in such a manner that existing street facilities, utilities, railroad tracks, structures, and other improvements, which are to remain in place, will not be damaged. Furnish and install cribbing and shoring or whatever means necessary to support material around existing facilities, or to support the facilities themselves, and maintain such supports until no longer needed.
 2. Open slopes shall not be cut within 5 feet of any existing spread footings unless approved by the Engineer.
 3. Do not interfere with 45 degree bearing splay of foundations unless approved by the Engineer
 4. Excavated material shall not be placed adjacent to existing or proposed structures.

3.5 EXCAVATION

- A. General:
 1. Method of excavation shall be the Contractor's option, but care shall be exercised as final grade is approached to leave it in undisturbed condition.
 2. If the final grade for supporting structures is disturbed, it shall be restored to requirements of these Specifications and satisfaction of the Engineer at no additional cost to Owner.
 3. The Contractor is advised that footings should be poured as soon as possible to minimize unfavorable final grade conditions from developing.
 4. Provide all measures to ensure public safety.
- B. Control of Water:
 1. Provide and maintain equipment to remove and dispose of water during the course of the work of this Section and keep excavations dry and free of frost or ice.

2. Bearing surfaces that become softened by water or frost must be re-excavated to solid bearing at Contractor's expense and backfilled with compacted crushed rock at Contractor's expense.
 3. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- C. Frozen Ground: Frost protection shall be provided for all structural excavation work. Foundation work shall not be placed on frozen ground.
- D. Excavate material of every nature and description to the lines and grades as indicated in the Drawings and/or as required for construction of the facility.
1. Allow for forms, shoring, working space, granular base, topsoil, and similar items, wherever applicable.
 2. Trim excavations to neat lines. Remove loose matter and lumped subsoil.
- E. Excavated Materials: Soils excavated at Site will be treated and used as one of two general categories of material as provided below.
1. Fill:
 - a. Subsoil Type S1, Select Native Fill, as approved for use by Engineer.
 2. Spoils:
 - a. Ensure there is sufficient suitable material available to complete embankments and other required fillings prior to disposing of any excavated materials.
 - b. Make arrangements for disposal of spoils and include as part of contract work in preparing of project bids.
 - c. Landfill permit or written permission from private property owner to be obtained by the Contractor and provided to the Engineer.
- F. Shoring:
1. As specified in Section 31 50 00, Excavation Support and Protection.
 2. The Contractor shall be solely responsible for excavation protection and worker safety and shall provide sheeting and shoring wherever required, all in accordance with current local, state, and federal laws, codes, and ordinances.
 3. Where shoring, sheet piling, sheeting, bracing, lagging, or other supports are necessary to prevent cave-ins or damage to existing structures, it shall be the

responsibility of the Contractor to design, furnish, place, maintain, and remove such supports in accordance with applicable ordinances and safety requirements.

4. The design, planning, installation, and removal of all sheeting accomplished in such a manner as to maintain the undisturbed state of the soil below and adjacent to the excavation.
- G. Slope existing banks with machine to angle of repose or less until shored.
1. Shape, trim, and finish cut slopes to conform to lines, grades, and cross-sections shown, with proper allowance for topsoil or slope protection, where shown.
 2. Protection of excavation side slopes:
 - a. Use excavation methods that will not shatter or loosen excavation slopes.
 - b. Where practical, excavate materials without previous loosening and in limited layers or thickness to avoid breaking the material back of the established slope line.
 - c. Avoid overbreaks. Overbreak is incidental to the Work, except in cases where the Owner's Representative determines that such overbreak was unavoidable.
 - d. Excavation in rock or rocky cuts:
 - 1) Once completed, thoroughly test the slopes with bars or other approved means to remove all loose, detached, broken, or otherwise unstable material.
 - 2) Remove jutting points. Scale slopes using mine scaling rods or other approved methods to remove loose or overhanging materials and provide a safe, trim, neat, and stable condition.
 - 3) Dispose of the materials removed under this subparagraph in the same manner as other excavated material.
 - e. Remove all exposed roots, debris, and all stones more than 3 inches in size which are loose or could become loosened.
 3. Construct slopes free of all exposed roots.
 4. Construct slopes free of unstable rock and loose stones exceeding 3 inches in diameter.

5. Round tops of cut slopes in soil to not less than a 6-foot radius, provided such rounding does not extend off-site, outside of easements, outside of rights-of-way, or adversely impacts existing facilities, adjacent property, or completed Work.
 6. Trim all surfaces neatly and smoothly.
- H. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity; perform compaction in accordance with Section 31 23 17, Trenching.
- I. Notify Engineer of unexpected subsurface conditions.
- J. Over-excavation for Unsuitable Foundation Conditions:
1. Cross-sectional dimensions and depths of excavations shown in the Drawings shall be subject to such changes as may be found necessary by the Engineer to secure foundations free from soft, weathered, shattered, and loose material or other objectionable materials.
 2. Unsuitable materials encountered shall be removed and replaced with Coarse Aggregate Type A1, 2-1/2-inch – 0 gradation, as specified in Table 31 05 16-A of Section 31 05 16, Aggregates for Earthwork. All material placed shall be compacted to 95 percent of maximum dry density.
 3. Unsuitable materials shall be removed and replaced only as directed in writing by Engineer.
- K. Stockpile excavated material in area(s) designated on or off site in accordance with Section 31 05 13, Soils for Earthwork.

3.6 FIELD QUALITY CONTROL

- A. Perform excavation and controlled fill operations in accordance with the requirements of this Section.
- B. Coordinate the visual inspection and approval of all bearing surfaces by Engineer before installing subsequent work.

3.7 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability and store excavated materials at a distance from top of excavation.
- B. Protect structures, utilities, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION

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SECTION 31 23 17 - TRENCHING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes the requirements for excavation and backfill of all utilities, including installation of pipe bedding, pipe zone backfill, trench backfill, and related Work as shown on the Drawings and as specified.
- B. Section includes:
 - 1. Excavating trenches for pipe, utility vaults, and other utilities.
 - 2. Compacted fill from top of utility bedding to final grades.
 - 3. Trench and utility vault backfilling and compaction.
- C. Related Sections
 - 1. Section 01 45 00 - Quality Control
 - 2. Section 03 30 00 - Cast-In-Place Concrete
 - 3. Section 31 05 13 - Soils for Earthwork
 - 4. Section 31 05 16 - Aggregates for Earthwork
 - 5. Section 31 10 00 - Site Clearing
 - 6. Section 31 23 16 - Excavation
 - 7. Section 31 23 24 - Flowable Fill
 - 8. Section 33 31 10 - Sanitary Utility Sewerage Piping

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T99 - Standard Specification for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop
 - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop
- B. ASTM International (ASTM):
 - 1. ASTM C403 - Standard Test Method for Time of Setting of Concrete Mixtures by Penetration Resistance
 - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))

3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))
4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
6. D4832, Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders

1.3 DEFINITIONS

- A. Controlled Low Strength Material (CLSM): Also referred to as Flowable Fill. Lean cement concrete fill. A self-compacting, cementitious material.
- B. Flexible Pipe: For the purposes of these Specifications, tubing between 1/2-inch and 4-inch diameter constructed of polyvinyl chloride (PVC) and high-density polyethylene (HDPE) are considered flexible pipes. HDPE piping 4 inches in diameter and larger is also considered flexible pipe.
- C. Geosynthetics: Geotextiles, geogrids, geomembranes, and drainage composite materials.
- D. Imported Material: Materials obtained from sources offsite, suitable for specified use.
- E. Lift: Loose (uncompacted) layer of material.
- F. Obstructions: Items which may be encountered during utility and vault trenching which do not require replacement.
- G. Optimum Moisture Content:
 1. Determined in accordance with ASTM Standard specified to determine maximum dry density for relative compaction.
 2. Determine field moisture content on basis of fraction passing 3/4-inch sieve.
- H. Pipe Bedding: Trench backfill zone for full trench width which extends from the bottom outside surface of the pipe to a minimum of 6 inches below the bottom outside surface of pipe, conduit, cable, or duct bank to the trench foundation so as to uniformly support the barrel of the pipe.

- I. Pipe Zone: Trench backfill zone for full trench width which extends from the bottom outside surface of the pipe to a minimum of 12 inches above the top outside surface of pipe, conduit, cable, or duct bank.
- J. Pipe Bedding, Pipe Zone, and Trench Backfill Classifications:
 - 1. Class A: Backfill with suitable native or imported material that is approved to meet the characteristics required for the specific surface loading or other criteria of the backfill zone.
 - 2. Class B: Backfill with imported granular material consisting of gravel or crushed rock meeting the requirements of this Section and Coarse Aggregate Type A1 as specified in Section 31 05 16, Aggregates for Earthwork; typical designated size shall be 1-inch-0 or 3/4-inch-0.
 - 3. Class C: Backfill with Fine Sand, as specified in Section 31 05 16, Aggregates for Earthwork.
 - 4. Class D: Backfill with approved pit run or bar run material, well-graded from coarse to fine; maximum dimension shall be 3 inches.
 - 5. Class E: Backfill with CLSM. See Section 31 23 24, Flowable Fill.
- K. Pothole Excavations: Removal and replacement of all materials via coring, vacuum extraction, or similar method for the purposes of locating an underground utility and to investigate underground conditions.
- L. Prepared Trench Bottom: The bottom of the trench on which the pipe bedding is to lie and which provides support for the pipe.
- M. Relative Compaction: Ratio, in percent, of as-compacted field dry density to laboratory maximum dry density as determined in accordance with ASTM Standards.
- N. Rigid Pipe: For the purposes of these Specifications, pipe constructed of PVC, ductile iron, steel, concrete, and clay pipes are considered rigid pipes.
- O. Sewer, Pipes, and Mains: Conduits of circular or other geometric shapes, used to convey liquids or gases, or other material.
- P. Trench Backfill: Trench backfill zone for full trench width extending from the top of the pipe zone to pavement base rock, ground surface, or other surface material.
- Q. Trench Stabilization: Removal of unsuitable material in the bottom of a trench and replacement with specified material for support of a pipe, main, conduit, structure, or appurtenances.

- R. Utility: Any buried pipe, duct, conduit, or cable.
- S. Well-Graded: A mixture of particle sizes with no specific concentration or lack thereof of one or more sizes that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids.

1.4 SUBMITTALS

- A. Section 01 33 00, Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: At a minimum, to include the following:
 - 1. Methods and sequencing of mass excavation.
 - 2. Proposed on-site and off-site spoil disposal locations.
 - 3. Anticipated difficulties and proposed resolutions.
 - 4. Proposed routes for Owner's access to Owner's facilities impacted by excavation Work.
 - 5. Proposed haul routes.
- C. Excavation support plan and utility protection plan as specified in Section 31 50 00, Excavation Support and Protection.
- D. Product Data:
 - 1. Geotextile fabric, indicating fabric and construction
 - 2. Marking tapes
 - 3. Tracer wire
 - 4. Connectors for tracer wire and/or marking tapes
 - 5. Tracer wire locate boxes
 - 6. Marker balls
 - 7. Locator stations
 - 8. Ground wires
 - 9. Plastic or copper markers for service laterals.
- E. Imported Materials:
 - 1. Materials Source: Submit name and location of imported fill materials suppliers.
 - 2. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
 - 3. Submit results of aggregate sieve analysis and standard proctor test for granular material.

- F. CLSM: Mix designs in accordance with Submittal requirements of Section 31 23 24, Flowable Fill.
- G. Concrete: Mix designs in accordance with Submittal requirements of Section 03 30 00, Cast-in-Place Concrete.

1.5 QUALITY ASSURANCE

- A. Subsoil and topsoil fill materials: In accordance with Quality Assurance requirements stated in Section 31 05 13, Soils for Earthwork.
- B. Aggregate fill materials: In accordance with Quality Assurance requirements stated in Section 31 05 16, Aggregates for Earthwork.
- C. CLSM:
 - 1. In-place testing: In accordance with ASTM C403.
 - 2. Compressive testing: In accordance with ASTM D4832.
- D. Allowable Tolerances: Final grades shall be plus or minus 0.1-foot.

1.6 COORDINATION

- A. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.
- B. Coordinate trenching and utility installation work with other work at utility construction location occurring near or adjacent to specified herein.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Native Backfill: Type S1, Select Native Material as specified in Section 31 05 13, Soils for Earthwork.
- B. Trench Backfill and Pipe Zone Material: Coarse Aggregate Type A1, Dense-Graded Aggregate with gradation as shown in the Drawings and specified in Section 31 05 16, Aggregates for Earthwork.
- C. Concrete:
 - 1. Lean concrete as specified in Section 31 23 24, Flowable Fill, with compressive strength of 100 pounds per square inch (psi).

- 2. Structural concrete as specified in Section 03 30 00, Cast-in-Place Concrete with compressive strength of 3,000 psi.
- D. Drain Rock: Coarse Aggregate Type A2, Granular Drain Backfill Material with gradation as shown in the Drawings and specified in Section 31 05 16, Aggregates for Earthwork.
- E. Sand: As specified in Section 31 05 16, Aggregates for Earthwork.
- F. Trench Stabilization Material: Coarse Aggregate Type A1, Dense-Graded Aggregate, 2-1/2-inch - 0 gradation as specified in Section 31 05 16, Aggregates for Earthwork.

2.2 MARKING TAPE

- A. Detectable:
 - 1. Solid aluminum foil, visible on unprinted side, encased in protective high visibility, inert polyethylene plastic jacket.
 - 2. Foil Thickness: Minimum 0.35 mils.
 - 3. Laminate Thickness: Minimum 5 mils.
 - 4. Width: 6 inches.
 - 5. Identifying Lettering: Minimum 1-inch high, permanent black lettering imprinted continuously over entire length.
 - 6. Joining Clips: Tin or nickel-coated furnished by tape manufacturer.
 - 7. Manufacturers and Products:
 - a. Reef Industries; Terra Tape, Sentry Line Detectable
 - b. Mutual Industries; Detectable Tape
 - c. Presco; Detectable Tape
- B. Color: In accordance with APWA Uniform Color Code for Temporary Marking of Underground Facilities and as specified in NEMA Z535.1, Safety Color Code.

Color	Facility
Red	Electric power lines, cables, conduit, and lightning cables
Orange	Communicating alarm or signal lines, cables, or conduit
Yellow	Gas, oil, steam, petroleum, or gaseous materials
Green	Sewers and drain lines
Blue	Potable water
Purple	Reclaimed water, irrigation, and slurry lines

2.3 ELECTRONIC LOCATING MATERIALS

A. Marker Balls:

1. Exterior Material: High-density polyethylene.
2. Size: Maximum 4-1/2 inches in diameter.
3. Range: Locatable with standard electronic marker locating devices at depths up to 5 feet.
4. Field Type: Spherical RF field regardless of orientation.
5. Contain no floating or movable parts, and no batteries or active components.
6. Color: Provide colored marker balls per Article 2.03 B above.
7. Manufacturer and Product: Omni Marker Model 162 (green), Omni Marker Model 161 (blue), or approved equal.

B. Tracer Wire:

1. Direct burial No. 12 AWG solid, annealed copper-clad steel (CCS) high strength tracer wire.
2. Tensile Breaking Load: 380-pound average.
3. Jacket:
 - a. High molecular weight high-density polyethylene complying with ASTM D1248, 30-volt rating.
 - b. Color: Provide in colors per Article 2.03 B above.
4. Manufacturer and Product: Copperhead Industries; LLC, 12 CCS high strength reinforced tracer wire, or approved equal.

C. Tracer Wire Connectors:

1. Waterproof, corrosion proof and suitable for No. 12 AWG solid core wire.
2. Prefilled with silicone and suitable for use with low-voltage tracer lines of less than 50 volts.
3. Lug Connectors:
 - a. Waterproof plastic housing that encases the silicone prefilled lug terminals.

- b. Manufacturer and Product: King Innovations; DryConn™ Direct Bury Lug or approved equal.
 - 4. Twist Connectors:
 - a. Waterproof epoxy-filled packaging that encases the silicone prefilled twist connectors.
 - b. Manufacturer and Product: 3M Division; DBY Direct Bury Splice Kit 09053 connectors or approved equal.
- D. Ground Wire: No. 12 AWG bare solid copper wire.
- E. Locator Station:
 - 1. Test Station:
 - a. Lexan® polycarbonate.
 - b. Color: Provide in colors per Article 2.03 B above.
 - 2. Terminals suitable for No. 12 AWG leads.
 - 3. Use single (two lead) locator stations with two terminals, one for ground wire and one for tracer wire, when only one tracer wire is terminated in manhole.
 - 4. Use multi-lead locator stations with the appropriate number of terminals when 2 or more tracer wire leads are terminated in manhole.
 - 5. Manufacturer and Product: Cott Manufacturing Company; FlangeFink® Cathodic Protection Test Station.

2.4 VISUAL IDENTIFICATION MATERIALS

- A. Tracer Wire Locate Boxes:
 - 1. Material: Polyolefin.
 - 2. Cover:
 - a. Color: Provide in colors per Article 2.03 B above.
 - b. Provide box cover identification marking for facility type such as “Sewer Locate Wire”, as approved by Owner.
 - c. Locking type with a nominal 6-inch opening.

3. Manufacturer and Product: Carson Industries LLC; L Series Model 708 or approved equal.
- B. Service Lateral Plastic or Copper Markers:
1. Service Lateral Plastic or Copper Markers: Use markers of the type that requires installation to be recessed below grade.
 - a. Material: Plastic or copper. In new concrete, use “new construction” markers; in existing concrete use “retrofit” markers and use adhesive recommended by the manufacturer.
 - b. Plastic Pavement Markers:
 - 1) UV stabilized and fade resistant.
 - 2) Material: Meet or exceed a tensile strength of 3,500 psi, and meet test requirements as outlined in ASTM G53, Standard Practice for Light and Water Exposure of Nonmetallic Material.
 - 3) Color: Provide in color per Article 2.03 B above with the words, “WARNING, BURIED [UTILITY TYPE], Call Before You Dig,” molded to the top of marker.
 - a) Provide wording for specific facility as approved by Owner.
 - 4) Manufacturer and Product: Rhino Marking and Protective Systems; A-TAG pavement markers or approved equal.
 - c. Copper Pavement Markers:
 - 1) Material: Copper material chosen by manufacturer.
 - 2) Diameter: 1-5/32-inch.
 - 3) Wording: Provide facility identification wording stamped on the top such as “Sewer Lateral” as approved by Owner.
 - 4) Manufacturer and Product: Berntsen Concrete Marker; BP2-U or approved equal.
- C. Service Lateral 2-inch by 4-inch Markers:
1. S4S Douglas fir, pressure-treated 2-inch by 4-inch lumber, utility grade or better.
 2. Grade stamped by an American Lumber Standards certified inspection agency.

PART 3 EXECUTION

3.1 PREPARATION

- A. Call Local Utility Line Information service at 1-800-332-2344 not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
 - 2. Coordinate with and notify utility companies should it be necessary to remove or relocate facilities.
 - 3. Maintain and protect above and below grade utilities indicated to remain.
- B. Identify required lines, levels, contours, and datum locations.
- C. Drawings and/or specifications cover and govern replacement and restoration of foreseeable damage.
- D. The site of an open cut excavation shall be first cleared of all obstructions preparatory to excavation in accordance with Section 31 10 00, Site Clearing.
- E. See Section 31 10 00, Site Clearing for additional requirements in protection of existing utilities, survey control, plant life, and landscaped areas in coordination with Work in this Section.
 - 1. Intent of Drawings and Specifications is that all streets, structures, and utilities be left in condition equal to or better than original condition.
 - 2. Where damage occurs, and cannot be repaired or replaced, the Contractor shall purchase and install new material, which is satisfactory to Owner.
- F. Potholing / Exploratory Test Pits: Dig such exploratory test pits and perform potholing as may be necessary in advance of trenching to determine the exact location and elevation of subsurface structures, pipelines, duct banks, conduits, and other obstructions which are likely to be encountered or need to be connected to and shall make acceptable provision for their protection, support, and maintenance of their continued operation.
- G. Paved or Surfaced Streets:
 - 1. Wherever paved or surfaced streets are cut, saw wheel or approved cutting devices shall be used.
 - 2. Width of pavement cut shall be as shown in the Drawings.

3. Any cut or broken pavement shall be removed from site during excavation.

H. Traffic:

1. Maintain street traffic at all times as required by the Drawings and as specified herein.

2. Erect and maintain barricades, warning signs, traffic cones, and other safety devices during construction in accordance with the latest edition of Manual of Uniform Traffic Control Devices (MUTCD), Part 6, to protect the traveling public in any area applicable.

3. Provide flaggers as required during active work in roadway areas.

I. Operations shall be confined to rights-of-way and easements provided. Avoid encroachment on, or damage to, private property or existing utilities unless prior arrangements have been made with copy of said arrangement submitted to Engineer.

3.2 EASEMENTS

A. Where portions of the Work are located on private property, easements and permits will be obtained by the Owner. Easements shall provide for the use of property for construction purposes to the extent indicated on the easements.

B. Copies of these easements and permits will be available from the Owner for inspection by the Contractor. It shall be the Contractor's responsibility to determine the adequacy of the easement obtained in every case.

C. Confine construction operations to within the easement limits or street right-of-way limits or make special arrangements with the property owners for the additional area required and notify the Engineer with a copy of the written approval from property owners of any such conditions.

D. Any damage to private property, either inside or outside the limits of right-of-way or easements provided by the Owner, resulting from Work shall be the responsibility of the Contractor. Before the Engineer will authorize final payment, the Contractor will be required to coordinate with the Owner, who will obtain written releases from property owners where the Contractor has obtained special agreements or easements or where the Contractor's operations, for any reason, have not been kept within the construction right-of-way obtained by the Owner.

3.3 PROTECTION

A. Existing Facilities:

1. It is the intent of these specifications that all streets, structure, and utilities be left in a condition equal to or better than original condition at the completion of the Project.
2. Where damage occurs, and cannot be repaired or replaced, the Contractor shall purchase and install new material to the satisfaction to the Engineer.
3. Drawings and/or specifications cover and govern replacement and restoration of foreseeable damage.

B. Removal of Water:

1. At all times during construction provide and maintain ample means and devices with which to remove promptly and dispose of properly all water entering the excavations or other parts of the Work.
2. Keep all excavations dry until the utilities or vaults to be placed therein are completed. In water bearing sand, well points and/or sheeting shall be supplied, together with pumps and other appurtenances of ample capacity to keep the excavation dry as specified.
3. Dispose of water from the Work in a suitable legal manner without damage to adjacent property or structures.

C. Trench Protection:

1. Provide the materials, labor, and equipment necessary to protect trenches at all times.
2. Trench protection shall provide safe working conditions in the trench and protect the Work, existing property, utilities, pavement, etc.
3. The method of protection shall be according to the Contractor's design.
4. The Contractor may elect to use a combination of shoring, overbreak, tunneling, boring, sliding trench shields, or other methods of accomplishing the work provided the method meets the approval of all applicable local, state, and federal safety codes.
5. Damages resulting from improper shoring, improper removal of shoring, or from failure to shore shall be the sole responsibility of the Contractor.

3.4 LINES AND GRADES

- A. Trench excavation for piping, utility vaults, and other utilities shall be performed to the alignment and grade as indicated in the Drawings.

- B. Where grades are not shown in the Drawings, utilities shall be laid to grade between control elevations shown.
- C. Water mains shall be installed with a minimum cover of 36 inches.
- D. The Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
- E. Changes in the grade and horizontal alignment of the pipeline as shown in the Drawings or as provided elsewhere in the Specifications may be necessary due to unanticipated interferences or other reasons.
 - 1. No additional compensation will be allowed the Contractor for changes in horizontal alignment.
 - 2. No additional compensation will be allowed for changes in grade which require additional depth of trench excavation and backfill up to 2 feet from those shown in the Drawings.
- F. Use laser-beam instrument with qualified operator to establish lines and grades.

3.5 OBSTRUCTIONS

- A. Obstructions to the construction of the trench, such as tree roots, stumps, abandoned pilings, abandoned buildings and concrete structures, logs, rubbish, and debris of all types shall be removed without additional compensation from the Owner.
- B. The Engineer may, if requested by the Contractor or Owner, make changes in the trench alignment to avoid major obstructions if such alignment changes can be made within the perpetual easement and right-of-way and without adversely affecting the intended function of the facility or increasing costs to the Owner.

3.6 INTERFERING ROADWAYS AND STRUCTURES

- A. Remove, replace and/or repair any damage done during trenching activities to fences, buildings, cultivated fields, drainage crossings, and any other properties without additional compensation from the Owner.
 - 1. Replace or repair these structures to a condition as good as or better than their pre-construction condition prior to commencing work in the area.
- B. Paved Roadways:
 - 1. Where paved roadways are cut as part of trenching activities, Class D trench backfill will be required to the bottom of pavement base.

2. New pavement shall be equal to or better than the existing paved surface.
 3. New surface shall not deviate by more than 1/4-inch from the existing finish elevation.
- C. Existing Structures:
1. If existing structures are encountered as part of trenching activities which will prevent construction and are not adequately shown in the Drawings, the Contractor shall notify the Engineer before continuing with the Work.
 2. The Engineer may make such field revisions to the utility alignment as necessary to avoid conflict with the existing conditions.
 3. The cost of waiting or “down time” during such field revisions shall be borne by the Contractor without additional cost to the Owner or liability to the Engineer.
 4. If the Contractor fails to so notify the Engineer when a conflict of this nature is encountered, but proceeds with construction despite this interference, the Contractor shall do so at the Contractor’s own risk with no additional payment.

3.7 TRENCHING

- A. Excavate subsoil as required for construction of utilities to elevations shown in the Drawings.
- B. Remove boulders and rock up to 1/2 cubic yard measured by volume per the requirements of this Section.
- C. Open Trench Limit:
1. Do not advance open trench beyond the distance which will be backfilled and compacted the same day.
 2. A maximum length of open trench shall not exceed 100 feet at any one time.
 3. Temporary resurfacing shall be completed within 300 feet of the associated open trench limit for each main pipe laying operation.
 4. Cover or backfill excavations at the end of each day.
 5. If the trench is not backfilled at the end of each working day:
 - a. Provide means to prevent caving of excavation sides, as necessary, during non-working hours.

- b. Cover the excavation with a system as needed to provide public safety and prevention of entry during non-working hours.
 - c. Provide signed and stamped submittal of caving prevention system and cover system.
 - 6. New trenching shall not be started when earlier trenches need backfilling or the surfaces of streets or other areas need to be restored to a safe and proper condition.
- D. Utility Crossings: Avoid horizontal and vertical conflicts with existing utilities.
 - 1. Perform excavation within 24 inches of existing utility service in accordance with utility's requirements.
 - 2. Vertical clearance between the new pipe and existing utilities shall be 12 inches minimum, unless otherwise noted on the Drawings.
 - 3. Where existing utility lines are damaged or broken during trenching activities, the utility shall be repaired or replaced. For water or sewer bearing lines, care being taken to insure a smooth flow line and absolutely no leakage at the new joints.
 - 4. All expenses involved in the repair or replacement of leaking or broken utility lines that have occurred due to the Contractor's operations shall be borne by the Contractor, and the amount thereof shall be absorbed in the unit prices of its bid.
- E. Water Lines Crossing Sewer Lines: Whenever water lines cross sewer lines, the Contractor shall comply with local Health Department requirements.
 - 1. Wherever possible, the bottom of the water line shall be 18 inches or more above the top of sewer pipe. One full length of the water line pipe shall be centered at the crossing.
 - 2. For clearances less than 1-1/2 feet, the Contractor shall replace the existing sewer pipe with ductile iron or PVC of equal size, centered at the utility crossing, or shall encase existing sewer pipe with concrete for a minimum of 10 feet on both sides of crossing, as directed by the Engineer, at no additional cost to the Owner.
- F. Excavate trenches to width and depth as indicated on Drawings. No additional payment will be provided for trenching activities beyond dimensions shown in the Drawings.
 - 1. Excavation for trenches in which pipelines are to be installed shall provide adequate space for workers to place and joint the pipe properly and safely, but in every case the trench shall be kept to a minimum width.

2. The width of the pipe trench at and below the top of the pipe shall be such that the clear space between the barrel of the pipe and the trench shall not exceed 12 inches on either side of the pipe.
 3. Excavation for utility vaults and other structures shall be wide enough to provide 18 inches between the structure surface and the sides of the excavation.
 4. For pipe or utility vaults to have bedding material, excavate to a depth of 6 inches below the bottom of the pipe or utility vault. Care shall be taken not to excavate below depths required.
 5. If over digging occurs, the trench bottom shall be filled to grade with compacted bedding material.
- G. Remove water or materials that interfere with Work.
1. The trench at all times shall be kept free from water to facilitate fine grading, the proper laying and joining of pipe, and prevention of damage to completed joints.
 2. Adequate pumping equipment shall be provided to handle and dispose of the water without damage to adjacent property.
 3. Water in the trench shall not be allowed to flow through the pipe while construction work is in progress unless special permission to do so has been given by the Engineer.
 4. An adequate screen shall be provided to prevent the entrance of objectionable material into the pipe.
 5. Remove and dispose of existing abandoned sewer pipe, structures, and other facilities as necessary to construct the improvements.
 - a. Where the excavation activities require the removal of portions of an abandoned pipeline, masonry plugs shall be installed in the open ends of the pipe, unless otherwise noted in the Drawings or by the Engineer.
 - b. Coordinate with Engineer prior to plugging.
 - c. For plugs less than 36 inches in diameter, 8-inch deep masonry units shall be used. For plugs in larger pipelines, 12-inch deep masonry units shall be used.
 6. The costs associated with the removal of water and materials noted above will be considered incidental to trench excavation and backfill.
- H. Do not interfere with 45 degree bearing splay of foundations.

- I. Over-excavation for Unsuitable Trench Foundation Conditions:
 - 1. Cross-sectional dimensions and depths of excavations shown in the Drawings shall be subject to such changes as may be found necessary by the Engineer to secure foundations free from soft, weathered, shattered, and loose material or other objectionable materials.
 - 2. Unsuitable materials shall be removed and replaced only as directed in writing by Engineer.
 - 3. Unsuitable materials encountered shall be removed and replaced with Coarse Aggregate Type A1, 2-1/2-inch – 0 gradation, as specified in Table 31 05 16-A of Section 31 05 16, Aggregates for Earthwork. All material placed shall be compacted to 95 percent of maximum dry density.
 - 4. Install nonwoven geotextile under trench stabilization material, over the soft or yielding excavated surface.
 - a. Install the nonwoven geotextile ahead of placement of the trench stabilization material, continuously along the excavation bottom and centered on the pipe centerline.
 - b. Use nonwoven geotextile width equal to the pipe diameter plus 2 feet.
 - c. Place laps or splices in the geotextile in the direction of the pipe laying.
- J. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- K. Excavated material shall be placed at locations and in such a manner that it does not create a hazard to pedestrian or vehicular traffic or interfere with the function of existing drainage facilities or system operation.
- L. Remove excess subsoil not intended for reuse from site.
- M. Stockpile excavated material in area designated on site in accordance with Section 31 05 13, Soils for Earthwork.

3.8 TUNNELING

- A. In lieu of open cut trenching as specified above, the Contractor may utilize tunnel methods for installation of pipe where ground conditions are favorable and such methods will not disturb foundations under curbs, sidewalks and other structures.
 - 1. The Engineer must approve tunneling methods prior to utility installation.

2. Where tunneling is used, payment for the pipe installation will be made for the equivalent trench excavation and backfill as if the open cut method was used. Payment will not be made for surface restoration including pavement, curbs, sidewalks, and other surface improvements whose replacement is avoided by the tunneling method.

3.9 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, new and existing structures, and adjacent and neighboring properties and to prevent caving, erosion, settlement, and loss of surrounding subsoil.
- B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- D. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.
- E. Design sheeting and shoring to be removed at completion of excavation work, unless shown otherwise in the Drawings.
- F. Construction Sheeting Left in Place:
 1. Furnish, install, and leave in place construction sheeting and bracing when specified or when indicated or shown on the Drawings.
 2. Construction sheeting and bracing originally intended for temporary installation, placed by the Contractor to protect adjacent and neighboring structures, may be left in place if desired by the Contractor and approved by the Engineer. All such sheeting and bracing left in place shall be included in the cost for excavation.
 3. Any construction sheeting and bracing which the Contractor has placed to facilitate its work may be ordered in writing by the Engineer to be left in place. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating an obligation on its part to issue such orders. Failure of the Engineer to order sheeting and bracing left in place shall not relieve the Contractor of its responsibility under the contract.
 4. For sheeting and shoring to be left in place as part of the completed Work, cut off minimum 18 inches below finished grade.

3.10 COMPACTION

- A. Testing will be required to show specified densities of compacted backfill are being achieved by the Contractor's compaction methods.
- B. Moisture Control:
 - 1. Moisture condition backfill material to within 2 percent of optimum moisture content required for compaction throughout each lift of the fill.
 - 2. Add moisture to granular backfill by sprinkling during compaction operation.
 - 3. Compaction by ponding or jetting is not permitted.
- C. Compact all materials and areas that are not accessible for in-place density testing, as determined by the Engineer, in place by whatever equipment and method is practicable or specified, and as approved by the Engineer.
 - 1. Perform compaction at such moisture content as is required to produce well-filled, dense, and firm material in place that will show no appreciable deflection or reaction under the compacting equipment.

3.11 BEDDING

- A. All utility vaults, potable water pipe 4-inch nominal diameter and over, all steel pipe, all concrete sewer pipe, all plastic pipe, all pipe under existing or future structures or roadways, and any and all utilities at a depth greater than 6 feet shall be laid in pipe bedding material.
- B. Unless otherwise noted in the Drawings, pipe or conduit of less than 4-inch diameter, outside structure lines and at a depth of less than 6 feet shall be bedded in native material properly shaped as specified below, all as detailed on the Drawings.
- C. Compacted bedding material shall be placed the full width of the excavated trench to a depth as shown on the trench detail included in the Drawings.
 - 1. In lieu of a detail, the depth shall be 6 inches.
- D. Spread the bedding smoothly over entire width of trench to the proper grade so that the pipe is uniformly supported along the barrel.
- E. Hand grade and compact each lift to provide a firm, unyielding surface along the entire pipe length. For rigid pipe, compact to at least 90 percent relative compaction.
- F. Excavate bell holes at each joint to permit proper assembly and inspection of the joint.
- G. Check grade and correct irregularities in bedding material.

- H. Center pipes horizontally in trench width.

3.12 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen fill materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Place fill material, with the exception of CLSM, in continuous layers and compact in 6- to 8-inch lifts.
 - 1. Prevent pipe from moving either horizontally or vertically during placement and compaction of pipe zone material.
 - 2. Where trenches are under existing or future structures, paved areas, road shoulders, driveways or sidewalks, or where designated on the Drawings or specified elsewhere in these specifications, the trench backfill shall be Class B or Class E and pipe zone backfill shall be Class B or Class E. Class B backfill shall be compacted to 95 percent of maximum density at optimum moisture content.
 - 3. Where trenches are outside existing or future structures, paved areas, road shoulders, driveways or sidewalks, or where designated on plans or specified elsewhere, the trench backfill shall be Class A and pipe zone backfill in these areas shall be Class B. For these locations, compaction of Class B backfill shall be to not less than 90 percent of maximum density at optimum moisture content. Class B backfill shall be compacted to not less than 95 percent of maximum density at optimum moisture content.
- E. Employ placement method that does not disturb or damage nearby or adjacent foundation perimeter drainage or utilities in trench.
- F. Do not use power-driven impact compactors to compact pipe zone material.
- G. Backfill Immediately: All trenches and excavations shall be backfilled immediately after pipe or conduit is in approved condition to receive it and shall be carried to completion as rapidly as possible, unless otherwise directed by the Engineer.
- H. Under no circumstances shall water be permitted to rise in open trenches after pipe has been placed.

- I. Do not allow backfill material to free fall into the trench or allow heavy, sharp pieces of material to be placed as backfill until after at least 2 feet of backfill has been provided over the top of pipe.
- J. Use hand compactors for compaction until at least 2 feet of backfill is placed over top of pipe. Thoroughly tamp each lift, including area under haunches, with handheld tamping bars supplemented by “walking in” and slicing material under haunches with a shovel to ensure that voids are completely filled before placing each succeeding lift.
- K. Placement of Sand:
 - 1. Place medium sand in lifts not exceeding 8 inches in uncompacted thickness.
 - 2. Compact each lift to a minimum of 95 percent relative compaction prior to placing succeeding lifts.
- L. Placement of CLSM:
 - 1. Discharge from truck-mounted drum-type mixer into trench.
 - 2. Place in lifts not exceeding 2 feet in thickness.
 - 3. No compaction of CLSM is allowed.
 - 4. Use steel plates to protect the CLSM from traffic a minimum of 24 hours. After 24 hours, the CLSM may be paved, or opened to traffic until permanent surface restoration is completed, if it has hardened sufficiently to prevent rutting.
- M. New trenching shall not be started when earlier trenches need backfilling or the surfaces of streets or other areas need to be restored to a safe and proper condition.
- N. Do not leave trench open at end of working day.

3.13 MARKING TAPE INSTALLATION

- A. Continuously install marking tape along centerline of all buried piping, install 24 inches below finished grade. Coordinate with piping installation drawings.

3.14 ELECTRONIC LOCATING FACILITY INSTALLATION

- A. Marker Balls:
 - 1. Install according to manufacturer’s recommendations and as shown or directed and according to the following requirements:
 - a. Install marker balls directly above the pipe alignment at a depth no less than 3 feet and no more than 4-1/2 feet below final surface grade.

- b. Install marker balls during trench backfill operations by placing the marker ball in compacted backfill.
 - c. Cover marker ball with a minimum of 6 inches of backfill and compact backfill before continuing trench backfill operations.
 - d. Install markers balls with trenchless pipe installations by core-drilling hole of a minimal diameter needed to allow clearance for placement of marker ball. Backfill with approved trench backfill, pavement base and pavement, as applicable.
 2. Water Marker Ball Locations: Install at locations as required by Sewer Marker Ball Locations specified herein.
 3. Sewer Marker Ball Locations:
 - a. Install marker balls directly above connection points, termination points and all fitting locations, and at a minimum spacing of 50 linear feet on sewers with a straight horizontal alignment.
 - b. Install marker balls at a minimum spacing of 25 lineal feet directly above sewer mains installed on a radius.
 - c. Install marker balls on new or reconstructed sewer service laterals, directly above the centerline of the end of the lateral at the curb, property line or other end of lateral location, as directed.
 - d. Install marker balls directly above every alignment change along sewer mains and service laterals.
 - e. Install marker balls directly above manholes for manholes with buried covers.
- B. Tracer Wire and Terminal Appurtenances:
 1. Tracer Wire:
 - a. Install as shown or directed directly over the pipe centerline and on top of the pipe zone in all sewer trenches, including mainline sewers, service laterals and storm sewer inlet leads.
 - b. Connect mainline and service lateral tracer wires using either an approved direct-bury lug connector or direct-bury twist connector.
 - c. Extend tracer wire to locator stations in manholes, locator boxes, storm inlets, or other visually identifiable terminal appurtenances, allowing for access with

electronic locating equipment, as shown or directed and according to the following requirements:

2. Locator Stations:
 - a. Install locator stations as shown within manholes.
 - b. Mount locator station to manhole wall within 18 inches of manhole rim with two stainless steel expansion anchors.
 - c. Drill a minimum 3/8-inch diameter hole through the manhole wall within 18 inches of the finish grade of the manhole rim.
 - d. Extend the tracer wire from the pipe trench in one continuous piece up the outside of the manhole and through the hole and into a locator station and attach to one of the lugs in the locator station.
 - e. When multiple tracer wires are terminated in manhole install a multi-lead locator station.
 - f. Extend a ground wire from the locator station through a minimum 3/8-inch diameter hole in the manhole wall.
 - g. Install ground wire approximately 3 feet deep and extend from the outside manhole wall a minimum of 3 feet horizontally in any direction.
 - h. Seal all holes drilled in manhole walls with silicone sealant.
3. Service Lateral Tracer Wire Termination: Terminate tracer wire at ends of service laterals as shown or directed, as follows:
 - a. Termination in Tracer Wire Locate Boxes: Extend the tracer wire in one continuous piece up vertically from the pipe trench and into the bottom of the locate box. Leave 18 inches of coiled tracer wire inside locate box.
 - b. Termination at 2-inch by 4-inch Markers: Extend tracer wire in one continuous piece directly up service lateral 2-inch by 4-inch markers and leave 18 inches of tracer wire wrapped around the exposed top end of 2-inch by 4-inch marker.

3.15 VISUAL IDENTIFICATION FACILITIES

- A. Tracer Wire Locate Boxes: Install tracer wire locate boxes directly over service laterals at property line, service boundary, or other location as shown or directed by the Engineer.

- B. Service Lateral Plastic or Copper Markers:
 - 1. Install plastic or copper markers in the concrete curb directly over the centerline of the service lateral, as shown or directed by the Engineer.
 - 2. Either plastic or copper markers may be used.
 - 3. If there is not suitable concrete curb for marker placement, then install a lateral cleanout as close to property line as practical at location approved by Engineer.
- C. Service Lateral 2-inch by 4-inch Markers:
 - 1. Place a 2-inch by 4-inch marker at the end of each new service lateral not connected to a building sewer.
 - 2. Omit markers only as approved.
 - 3. Block the capped or plugged service lateral end with a wood block against undisturbed earth and install the marker.
 - 4. Extend the marker from the blocked service lateral invert to at least 12 inches above the existing or proposed finish ground surface.
 - 5. Install marker in one piece. No splicing will be accepted.
 - 6. Paint the exposed portion of the marker after its installation with quality quick drying enamel white paint for a storm only sewer and green paint for a sanitary or combined sewer.
 - 7. After the paint has dried, use black, quick drying enamel, and neatly indicate the distance from the ground surface to the top of the service lateral in feet and inches.
 - 8. Do not disturb the position and location of the marker during the backfilling operation.
 - 9. If the marker is broken, moved out of location, or vertical alignment is changed during the backfilling operation, reopen the trench and replace the marker.

3.16 FIELD QUALITY CONTROL

- A. All testing and reporting shall be conducted and completed by an independent laboratory with payment responsibility for initial testing as identified in Specification 01 45 00-Quality Control. Subsequent testing after failure of initial acceptance testing shall be paid by the Contractor.
- B. Perform laboratory material tests in accordance with ASTM D1557 (AASHTO T180).

- C. In-place compaction testing of pipeline backfill materials shall be performed at 2-foot elevation increments, one test per 200 lineal feet of pipeline trench as measured along pipe centerline.
 - 1. The Engineer may reduce the frequency when satisfied with method of compaction.
 - 2. The Engineer may direct testing at a higher frequency at no additional cost to the Owner upon failure to obtain specified densities or if the Contractor changes compaction equipment or methods of compaction.
 - 3. The Engineer shall determine all test locations.
- D. Perform in place compaction tests in accordance with the following:
 - 1. Density Tests: ASTM D2922
 - 2. Moisture Tests: ASTM D3017
- E. When tests indicate Work does not meet specified requirements, remove Work, replace and retest at the sole expense of the Contractor.

3.17 SURFACE RESTORATION AND CLEANUP

- A. Open Trenches: At the end of each workday, all open trenches shall be backfilled and all trenches within streets shall be temporarily paved or covered to the satisfaction of the Engineer and the local permitting agency.
 - 1. Temporary paving shall be replaced with permanent street paving at the completion of construction within street rights-of-way, or sooner, if deemed necessary by the ENGINEER.
 - 2. No gravel-filled trenches shall be left open within the street right-of-way at the end of the workday.
- B. Topsoil:
 - 1. Where trenches cross lawns, garden areas, pastures, cultivated fields, or other areas on which reasonable topsoil conditions exist, remove the topsoil to the specified depth and place the material in a stockpile.
 - 2. Topsoil shall not be mixed with other excavated material.
 - 3. After the trench has been backfilled, the topsoil shall be replaced.
- C. Clean up and remove all excess materials, construction materials, debris from construction, etc. Replace or repair any fences, mailboxes, signs, landscaping, or other

facilities removed or damaged during construction. Replace all lawns, topsoil, shrubbery, flowers, etc., damaged or removed during construction. The Contractor shall be responsible for seeing that lawns, shrubs, etc. remain alive and leave premises in condition equal to original condition before construction.

END OF SECTION

SECTION 31 50 00 - EXCAVATION SUPPORT AND PROTECTION

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes shoring and support systems of all types necessary to protect existing utility facilities and to construct new utility facilities.
- B. The Contractor is responsible for the selection and design of excavation support systems and the design of utility support systems in conformance with Federal, State, and City requirements and the minimum design criteria specified herein.
- C. Care must be taken during the planning and construction of earth support systems to minimize settlements and displacements of the shoring system itself and to surrounding properties.

1.2 RELATED SECTIONS

- A. Section 31 23 16, Excavation
- B. Section 31 23 17, Trenching
- C. Section 33 31 10, Sanitary Utility Sewerage Piping

1.3 DESIGN CRITERIA

- A. Design excavation support systems and all components to support the earth pressures, unrelieved hydrostatic pressures, utility loads, equipment, traffic, railroad, and construction loads including impact, and other surcharge loads in such manner as will allow the safe and expeditious construction of the permanent structures to minimize ground movement or settlement, and to prevent damage to adjacent structures, roadways, railroads, and utilities.
- B. Design support members to resist the maximum loads expected to occur during the excavation and support removal stages.
- C. Design system so that water seepage is minimized. Provide dewatering and positive means for preventing sloughing and containing material behind lagging.
- D. Design system to prevent sloughing and to contain running sand and silt behind the lagging.
- E. Vertical support capacity shall be provided for wall systems and internal bracing elements for loads due to vertical force components and live loads on any portion of the system.

- F. Design calculations and shop drawings of all excavation support systems.
 - 1. Calculations and shop drawings shall be made and stamped by a registered Professional Civil or Structural Engineer experienced in the design of excavation support systems in the State of Oregon.
 - 2. Comply with the applicable requirements of OSHA and the Oregon Structural Specialty Code with respect to excavation and construction.

1.4 SUBMITTALS

- A. Section 01 33 00, Submittals - Submittal Procedures: Requirements for submittals.
- B. Excavation Support Systems
 - 1. Plans and details for trench and excavation support systems.
 - a. Shop drawings and supporting calculations shall meet the specified design criteria requirements and include the following:
 - 1) Arrangement, size, and details for individual excavation support system.
 - 2) Construction methods and sequencing to be used for the installation and removal of each excavation support system.
 - 3) Contingency plan for alternative procedures to be implemented if the excavation support system is found to perform unfavorably or if obstructions are encountered in the installation.
 - 2. Provide for Engineer review prior to the beginning of construction activities requiring such systems.
 - 3. No excavations shall be started until the submittal review is complete.
 - 4. Review by the Engineer of the submitted design shall not be construed as a detailed analysis of the adequacy of the support system, nor shall any provisions of the above requirements be construed as relieving overall responsibility and liability for the work.
- C. Excavation Plan
 - 1. Designed to prevent damage to existing and surrounding properties.
- D. Settlement Monitoring Plan, to include the following:
 - 1. Detailed location of settlement monitoring points.

2. Reference benchmarks (City and/or County) to be employed.
 3. Survey procedures (including name of survey crew leader and equipment to be used).
 4. Approach to recording surveyed readings and means of reporting of results to the Owner.
- E. Contingency Plan
1. Provide alternative procedures to be implemented if the excavation support systems are found to perform unfavorably or if obstructions are encountered in the installation of excavation support systems.
 2. Contingency plan is to demonstrate a preparedness to mitigate the effects of movement or settlement.
 3. The following minimum requirements for a contingency plan are:
 - a. Measures to be taken in order to protect existing facilities and neighboring properties from additional settlement or movement.
 - b. Identification of all material, manpower, equipment, and other items to be available and onsite at all times while excavations and dewatering activities are ongoing and reasonably after the work has been completed.
- F. Site Conditions Survey
1. Videotape surveys, photographs, and other data significant in noting the pre-construction conditions of the existing project site, as well as the pre-construction conditions of the neighboring properties and their existing structures.
 2. Provide to the OWNER for record purposes prior to, but not more than 3 weeks before, commencement of any construction activities.
 3. A complete set of all photographs and survey data of the post-construction conditions shall be completed and submitted prior to final inspection by the Owner and Engineer.

1.5 QUALITY ASSURANCE

- A. Contractor is solely responsible for quality assurance of temporary shoring.
- B. At each excavation support system location, provide the following:
 1. Continual verification system is planned, executed, and maintained in accordance with applicable codes, regulations, and good construction practice.

2. Systematic observation of suitability of shoring materials.
 3. Installation, excavation, settlement, and lateral deflection monitoring.
 4. Groundwater control.
 5. Adjacent construction activities.
 6. Other factors, as necessary.
- C. Continually verify installation of the shoring is in conformance with the plans prepared by the Contractor's design engineers.

1.6 CONTRACTOR QUALIFICATIONS

- A. The work of this Section shall be done by a firm specializing in this type of work. The firm shall:
1. Regularly and presently perform shoring installation as one of their principal services.
 2. Have technical qualifications, experience, training, and facilities to properly install shoring.
 3. Provide the services of a supervising engineer, registered in the State, with at least 5 years of experience in the design and construction of shoring walls.
 4. A foreman or superintendent experienced in the installation and removal shoring walls shall be present while this work is performed.

1.7 PERMITTING

- A. Secure all permits necessary to complete the requirements of this Section.

PART 2 PRODUCTS

2.1 GENERAL

- A. Materials and equipment shall be safe and in good condition and shall conform to local, state, and federal codes.

PART 3 EXECUTION

3.1 GENERAL

- A. Provide sheeting, shoring, and other protection and support systems wherever required, in accordance with current local, state, and federal laws, codes, and ordinances.
- B. The Contractor is solely responsible for excavation protection and worker safety.
- C. The Contractor shall be solely responsible for the protection of existing utilities and structures. Under no circumstance shall work threaten the integrity (physical and operational) of these utilities and/or structures.

3.2 EXCAVATION SUPPORT SYSTEMS

- A. The excavation support systems shall not disturb the state of soil adjacent to the trench or excavation and below the excavation bottom.
- B. The support system shall extend below the main excavation bottom elevation to a depth adequate to prevent hydrostatic uplift, seepage and piping, and lateral movement and to adequately support applied vertical loads.
- C. Damage to existing utilities or structures during installation of excavation support system shall be avoided. If damage occurs, it shall be repaired at no cost to the Owner and to the satisfaction of the utility owner.
- D. A company representative from the excavation support system shall be onsite during initial setup of the system. Install excavation support system in strict conformance with the representative's recommendations.

3.3 CONTINGENCY PLAN IMPLEMENTATION

- A. Excess movements or settlements: Work shall be stopped immediately and the causes of excess or detrimental movements evaluated if:
 - 1. Damage is noted to existing site features or surrounding properties.
 - 2. Shoring wall movements exceed the limits specified herein or per submitted calculations.
- B. Immediately notify the Engineer and begin the implementation of the approved contingency plan to mitigate the effects of settlement or movement occurred.

3.4 REMOVAL OF SUPPORT SYSTEMS

- A. Removal of excavation support systems shall be performed in a manner that does not disturb or damage adjacent new or existing structures or utilities.
- B. Fill all voids immediately with specified backfill material.
- C. All damage to property resulting from removal shall be promptly repaired at no cost to the OWNER. The Engineer shall be the sole judge as to the extent and determination of the methods and materials for repair.

END OF SECTION

DIVISION 32 – EXTERIOR IMPROVEMENTS

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SECTION 32 11 23 - AGGREGATE BASE COURSES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes construction of an aggregate subbase and base course for placement under asphalt or concrete paving, unit paving, or placed and left exposed.
- B. Section Includes:
 - 1. Aggregate subbase
 - 2. Aggregate base course

1.2 RELATED REQUIREMENTS:

- A. Section 31 22 13 - Rough Grading
- B. Section 31 23 17 - Trenching
- C. Section 31 05 16 - Aggregates for Earthwork
- D. Section 32 12 16 - Asphalt Concrete Pavement

1.3 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications
 - 2. T11, Standard Method of Test for Materials Finer Than 75 μ m (No. 200) Sieve in Mineral Aggregates by Washing
 - 3. T27, Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates
 - 4. AASHTO T99 - Standard Specification for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop
- B. ASTM International (ASTM):
 - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))
 - 2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))

3. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
5. ASTM D2940 - Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports
6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

1.4 DEFINITIONS

- A. Completed Course: Compacted, unyielding, free from irregularities and standing water, with smooth, tight, even surface, true to grade, line, and cross-section.
- B. Completed Lift: Compacted with uniform cross-section thickness.
- C. Keystone: Fine aggregate used to aid in binding of loose surface stone.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 1. Submit data for geotextile fabric and herbicide.
- C. Materials Source: Submit name of aggregate materials suppliers.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.

PART 2 PRODUCTS

2.1 SHOULDER AGGREGATE

- A. Of the size shown on the Plans.
- B. Coarse Aggregate: Type A1, Dense-Graded Aggregate as specified in Section 32 05 16, Aggregates for Earthwork.

2.2 DENSE-GRADED BASE AGGREGATES

- A. Of the size shown on the Plans.
- B. Coarse Aggregate: Type A1, Dense-Graded Aggregate as specified in Section 32 05 16, Aggregates for Earthwork.

2.3 OPEN-GRADED BASE AGGREGATES

- A. Of the size shown on the Plans.
- B. Coarse Aggregate: Type A2, Granular Drain Backfill Material as specified in Section 32 05 16, Aggregates for Earthwork.

2.4 SOURCE QUALITY CONTROL

- A. Perform tests necessary to locate acceptable source of materials meeting specified requirements.
- B. Final approval of aggregate material will be based on test results of installed materials.
- C. Should separation of coarse from fine materials occur during processing or stockpiling, immediately change methods of handling materials to correct uniformity in grading.

2.5 EQUIPMENT

- A. Compaction Equipment: Adequate in design and number to provide compaction and to obtain specified density for each layer.

2.6 ACCESSORIES

- A. Geotextile Fabric: AASHTO M288; non-woven, polypropylene.

PART 3 EXECUTION

3.1 SUBGRADE PREPARATION

- A. Obtain Engineer's acceptance of subgrade before placing base course or surfacing material.
- B. Verify compacted substrate is dry and ready to support paving and imposed loads.
 - 1. Proof roll substrate with equipment approved by the Engineer in minimum two perpendicular passes to identify soft spots.

2. Remove soft substrate and replace with compacted fill as specified in Section 31 23 23.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place base course or surfacing materials in snow or on soft, muddy, or frozen subgrade.

3.3 HAULING AND SPREADING

- A. Hauling Materials:
 1. Do not haul over surfacing in process of construction.
 2. Loads: Of uniform capacity.
 3. Maintain consistent gradation of material delivered; loads of widely varying gradations will be cause for rejection.
- B. Spreading Materials:
 1. Distribute material to provide required density, depth, grade, and dimensions with allowance for subsequent lifts.
 2. Produce even distribution of material on prepared surface without segregation.
 3. Should segregation of coarse from fine materials occur during placing, immediately change methods of handling materials to correct uniformity in grading.
 4. Maintain consistent gradation of material. Widely varying gradation will be cause for rejection.

3.4 CONSTRUCTION OF COURSES

- A. Untreated Aggregate Base Course:
 1. If the required compacted depth of the base course exceeds 6 inches, construct it in two or more layers of nearly equal thickness. The maximum compacted thickness of any one layer shall not exceed 6 inches.
 2. Completed Course Total Thickness: As shown on the Plans, 8-inch minimum.

3. Spread lift on preceding course to required cross-section. Place each layer in spreads as wide as practical and to the full width of the course before a succeeding layer is placed.
 4. Lightly blade and roll surface until thoroughly compacted.
 5. Add keystone to achieve compaction and as required when aggregate does not compact readily due to lack of fines or natural cementing properties, as follows:
 - a. Use 3/4-inch leveling course or surfacing material as keystone.
 - b. Spread evenly on top of base course, using spreader boxes or chip spreaders.
 - c. Roll surface until keystone is worked into interstices of base course without excessive displacement.
 - d. Continue operation until course has become thoroughly keyed, compacted, and will not creep or move under roller.
 6. Blade or broom surface to maintain true line, grade, and cross-section.
- B. Gravel Surfacing and Leveling Course:
1. Place shoulder aggregates in a single layer, or two or more layers of nearly equal thickness. The maximum compacted thickness of any one layer shall not exceed 9 inches.
 2. Spread on preceding course in accordance with cross-section shown.
 3. Blade lightly and roll surface until material is thoroughly compacted.
 4. Complete Total Thickness: As shown on the Plans, 8-inch minimum.

3.5 ROLLING AND COMPACTION

- A. Commence compaction of each layer of base immediately after spreading operations and continue until density of 95 percent of maximum density has been achieved as determined by AASHTO T99.
- B. Roll each layer of material until there is no appreciable reaction or yielding under the compactor before succeeding layer is applied.
- C. Shape and maintain the surface of each layer during compaction operations. Commence rolling at outer edges and continue toward center; do not roll center of road first.
- D. Apply water as needed to obtain specified densities.

- E. Place and compact each lift to the required density before succeeding lift is placed.
- F. Surface Defects: Remedy by loosening and rerolling. Reroll entire area, including surrounding surface, until thoroughly compacted.
- G. Finished surface shall be true to grade and crown before proceeding with surfacing.

3.6 SURFACE TOLERANCES

- A. Blade or otherwise work surfacing as necessary to maintain grade and cross-section at all times, and to keep surface smooth and thoroughly compacted.
- B. Finished Surface of Untreated Aggregate: Within plus or minus 0.04-foot of grade shown at any individual point.
- C. Overall Average: Within plus or minus 0.04-foot from crown and grade specified.

3.7 FIELD QUALITY CONTROL

- A. Quality control testing shall be performed by an independent testing laboratory provided by the Owner.
- B. Refer to table below for minimum sampling and testing requirements for aggregate base course and surfacing. The OWNER reserves the right to complete additional testing.

Property	Test Method	Frequency	Sampling Point
Gradation	AASHTO T11 and AASHTO T27	One sample every 500 tons but at least every 4 hours of production	Roadbed after processing
Moisture Density (Maximum Density)	AASHTO T99	One test for every aggregate grading produced	Production output or stockpile
In-Place Density and Moisture Content	AASHTO T310	One for each 500 ton but at least every 10,000 square feet of area	In-place completed, compacted area

3.8 CLEANING

- A. Remove excess material from the Work area. Clean stockpile and staging areas of all excess aggregate. Restore per Specifications as applicable.

END OF SECTION

SECTION 32 12 16 - ASPHALT CONCRETE PAVEMENT

PART 1 GENERAL

1.1 SCOPE

This section includes the construction of asphalt concrete pavement.

1.2 REFERENCE STANDARDS

- A. References herein to "AASHTO" shall mean Association of American State Highway Transportation Officials.
- B. Standard Specifications: Where the term "Standard Specifications" is used, such reference shall mean the current edition of the Oregon Department of Transportation (ODOT) Standard Specifications for Highway Construction. Where reference is made to a specific part of the Standard Specifications, such applicable part shall be considered as part of this section of the Specifications. In case of a conflict in the requirements of the Standard Specifications and the requirements stated herein, the requirements herein shall prevail.

1.3 DEFINITIONS

- A. Maximum Density Test (MDT): Theoretical maximum density of the bituminous mixture determined by multiplying the theoretical maximum specific gravity, determined by ASTM D2041 (Rice), by 62.4 pounds per cubic foot.

1.4 SUBMITTALS

- A. Aggregate Qualification Tests: In accordance with Standard Specifications Section 00640 for aggregate used in aggregate base.
- B. Aggregate Qualification Tests: In accordance with Standard Specifications Section 00745 for aggregate used in asphalt concrete.
- C. Job mix formula shall be an approved job mix formula. Submit formula, supplier, and product identification to the Engineer 30 days prior to start.
 - 1. Definite percentage for:
 - a. Each sieve fraction.
 - b. New asphalt cement.
 - c. Recycled asphalt pavement.
 - 2. Temperature of completed mix when discharged from mixer.

3. Character and quantity of anti-strip and recycling agents.

1.5 QUALITY ASSURANCE

- A. All testing to determine compliance with the specifications shall be performed by an independent testing laboratory contracted by the Contractor and approved by the Engineer. All testing costs shall be borne by the Contractor.
- B. A minimum of five nuclear densometer readings shall be taken in random locations within every test area. Each test area shall not exceed 200 tons of asphalt; however, smaller areas may be designated by the Engineer.
- C. The surface smoothness of the new asphalt concrete pavement shall be such that when a 10-foot straightedge is laid longitudinally across the paved area in any direction, the new pavement shall not deviate from the straightedge more than 1/8-inch. Surface drainage shall be maintained. Additionally, paving must conform to the design grade and crown and contain no abrupt edges, low or high areas or any other imperfections as determined by the Engineer. Pavement construction not meeting these requirements will be repaired by grinding the existing pavement to a 1-1/2-inch depth and replacing with Level 3, 1/2-inch dense graded Asphaltic Concrete the full width at no cost to Owner.

1.6 PRE-PAVING CONFERENCE

- A. Any supervisory personnel of the Contractor and any subcontractors who are to be involved in the paving work shall meet with the Engineer, at a time mutually agreed upon, to discuss methods of accomplishing all phases of the paving work.
- B. The Contractor shall be prepared to review the size and type of equipment to be used and the anticipated rate of placement to determine equipment needs.

PART 2 PRODUCTS

2.1 AGGREGATE MATERIAL

- A. Aggregate Base for Dense Graded Asphalt Concrete: The aggregate material shall be a clean, well-graded crushed base aggregate conforming to the Standard Specifications. Base course shall be 1-1/2-inch minus aggregate and leveling course shall be 3/4-inch minus aggregate, unless otherwise shown on the plans.

2.2 ASPHALT CONCRETE PAVEMENT

A. Dense Graded Hot Mix Asphalt Concrete

1. Use Level 3, 1/2-inch-dense graded, PG 70-22 HMA. Conform to the requirements as specified in Section 00745 of the Standard Specifications. Conform to the requirements as specified in Section 00745 of the Standard Specification.
2. Asphaltic concrete pavement delivered to the site shall be accompanied by a ticket with the approved "job mix formula" number shown. Loads without tickets identifying the job mix formula will not be accepted.
3. Percent of recycled asphalt pavement used in new asphalt pavement shall not exceed 30 percent. Recycled asphalt pavement may not be used in top wearing course unless otherwise approved by the Engineer.

B. Tack Coat

In accordance with Standard Specifications. Use AR 4000, AC-20 asphalt or CSS-1 emulsified asphalt C.

C. Seal and Cover Coat

Asphalt material shall be CRS-2 cationic emulsified asphalt. Cover stone shall conform to size 1/4-inch #10 aggregate in the Standard Specifications.

D. Subgrade Geotextile

1. Dense Graded AC Mix-For subgrade separation using dense graded asphalt concrete, use subgrade geotextile with Certification Level B as specified in Section 02320 of the Standard Specifications.

E. Subgrade Stabilization

In the event that unstable materials are encountered during excavation, the additional excavation and installation of geotextile fabric and 12 inches of rock substructure will be required, as directed. Conform to the requirements as specified in Section 00331 of the Standard Specifications. For subgrade separation, use subgrade geotextile with Certification Level B as specified in Section 02320 of the Standard Specifications.

2.3 WHEEL STOPS

A. Provide 6" wide by 6' long precast concrete wheel stop.

1. Wheel stop concrete to have a minimum 28-day compressive strength of 4,000 psi.
2. Wheel stop to be designed for H20 loading non-roadway applications.

3. Install per manufacturer's requirements.
4. Manufactured by Oldcastle Infrastructure or approved equal.

PART 3 EXECUTION

3.1 AGGREGATE PAVEMENT BASE

- A. Place pavement base to the depth shown on the plans or as specified in all cases, pavement base shall be compacted to a minimum depth of 6 inches. Bring the top of the pavement base to a smooth, even grade at a distance below finished grade equivalent to the required pavement depth.
- B. Compact the pavement base with mechanical vibratory or impact tampers to a density of not less than 95 percent of the maximum density, as determined by AASHTO T-99.
- C. Obtain the Engineer's acceptance of the subgrade before beginning construction of the aggregate base course.
- D. When, in the judgment of the Engineer, the weather is such that satisfactory results cannot be secured, suspend operations. Place no aggregate base course in snow or in soft, muddy, or frozen subgrade.
- E. If the required compacted depth of aggregate base course exceeds 6 inches, construct in two or more lifts of approximately equal thickness. Maximum compacted thickness of any one lift shall not exceed 6 inches. Compact each layer to the specified density before a succeeding lift is placed.

3.2 ASPHALT CONCRETE PAVEMENT

- A. Construct asphalt concrete pavement in accordance with Section 00745 of the Standard Specifications.
- B. Conform to the requirements for prime coat and tack coat in the Standard Specifications. Tack coat all edges of existing pavement, manhole and clean out frames, inlet boxes, and like items. When rate is not specified, asphalt will be applied at the rate of 0.1-gallon per square yard.
- C. Obtain the Engineer's acceptance of the aggregate base course before beginning construction of the asphalt concrete wearing course.
- D. Hot mix asphalt shall be placed on dry, prepared surfaces, when air temperature in the shade of 40 degrees Fahrenheit (F) or warmer, unless otherwise authorized by the Engineer.

- E. Placing asphalt pavement during rain or other adverse weather conditions will not be permitted unless otherwise authorized by the Engineer, except that asphalt mix in transit at the time these adverse conditions occur may be placed provided it is of proper temperature, the mix has been covered during transit, and it is placed on a foundation free from mud or free-standing water.
- F. Correct any defects in material and workmanship, as directed, when determined detrimental by the Engineer. These include segregation of materials, non-uniform texture, and fouled surfaces preventing full bond between successive spreads of mixture. The corrections or replacement of defective material or workmanship shall be at the Contractor's expense.
- G. Compact the bituminous mixture to at least 92 percent of the Theoretical Maximum Density.
- H. The finished surface of each course of layer of mixture shall be of uniform texture, smooth, and free of defects and shall closely parallel that specified for the top surface finished grade. Remove and replace boils and slicks immediately with suitable materials.
- I. The surface of each layer when tested with a Contractor-furnished 10-foot straightedge shall not vary from the testing edge by more than 0.02-foot for underlying courses of pavements and 0.015-foot for finished top courses or wearing courses of pavements. At no point shall the finished top of the wearing course vary more than 0.03-foot from the specified finished grade.
- J. Lift thickness shall be as shown on the drawings or specified, but not to exceed 3 inches.
- K. Do not place asphalt concrete pavement on emulsified asphalt (tack coat) until the asphalt separates from the water (breaks) but before it loses its tackiness.
- L. Asphalt and sand seal edges where new asphalt concrete meets existing pavement.

3.3 FIELD QUALITY CONTROL

- A. Job mix will be sampled immediately behind the paving machine.
- B. Temperature of the mix will be measured immediately behind the paver.
- C. The theoretical maximum specific gravity of the bituminous mixture will be determined in accordance with ASTM D2041.
- D. Properties of the job mix will be measured using ASTM D2041.
- E. Density of the compacted job mix will be measured in accordance with ASTM D2922.

3.4 ADJUSTMENT OF EXISTING MANHOLE COVERS AND VALVE BOXES

Prior to placing asphalt concrete pavement, the CONTRACTOR shall make all necessary adjustments to existing manhole frames and covers and valve box covers to ensure that the tops of the manhole covers or valve box lids are flush with the finished grade of the adjoining pavement or ground surface, and that valve boxes and PVC pipes are centered and plumb over operating nut valve.

END OF SECTION

DIVISION 33 - UTILITIES

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SECTION 33 05 17 - PRECAST CONCRETE VALVE VAULT LID

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Precast concrete valve vault lid.

1.2 RELATED SECTIONS

- A. Section 05 50 00, Metal Fabrications
- B. Section 31 05 16, Aggregates for Earthwork
- C. Section 31 23 16, Excavation

1.3 REFERENCE STANDARDS

- A. ASTM International (ASTM):
 1. ASTM A48 - Standard Specification for Gray Iron Castings.
 2. ASTM A185 - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
 3. ASTM A536 - Standard Specification for Ductile Iron Castings.
 4. ASTM A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
 5. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 6. ASTM C33 - Standard Specification for Concrete Aggregates.
 7. ASTM C150 - Standard Specification for Portland Cement.
 8. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 9. ASTM C478 - Standard Specification for Precast Reinforced Concrete Manhole Sections.
 10. ASTM C497 - Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile.
 11. ASTM C890 - Standard Practice for Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.

12. ASTM C913 - Standard Specification for Precast Concrete Water and Wastewater Structures.
13. ASTM C990 - Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
14. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft³ (600 kN-m/m³)).
15. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
16. ASTM D4104 - Standard Test Method (Analytical Procedure) for Determining Transmissivity of Nonleaky Confined Aquifers by Overdamped Well Response to Instantaneous Change in Head (Slug Tests).
17. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.4 COORDINATION

- A. Coordinate Work with utilities within construction area.
- B. The drawings identify precast vault lid by manufacturer and model number. This information is provided for dimensional information only. Provide precast items in accordance with the requirements of this Section.

1.5 PREINSTALLATION MEETINGS

- A. Convene a minimum of 1-week prior to commencing Work of this Section.

1.6 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on valve vault lids.
- C. Shop Drawings for Precast Concrete Valve Vault lid:
 1. All interior and exterior dimensions.
 2. Location and type of lifting inserts, connection embeds, and joints.
 3. Details of reinforcement.
 4. Covers or hatches.
- D. Manufacturer's Certificate: Certify that precast concrete valve vaults lid meet or exceed ASTM standards and specified requirements.

- E. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.7 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations and inverts of buried pipe, components, and connections.

1.8 QUALITY ASSURANCE

- A. Perform Work according to standards identified in Article 1.2 herein.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Transport and handle precast concrete units with equipment designed to protect units from damage.
- C. Storage:
 - 1. Store precast concrete valve vault lid according to manufacturer instructions.
 - 2. Do not place concrete units in position to cause overstress, warping, or twisting.

PART 2 PRODUCTS

2.1 DESIGN REQUIREMENTS

- A. Performance and Design Criteria:
 - 1. Watertight, Precast, Reinforced, Air-Entrained Concrete Structures:
 - a. Manufactured to conform to ASTM C913.
 - 2. Loading:
 - a. Design to ASTM C890-A16 / AASHTO HS20 live loading and installation conditions.
 - b. Where vaults are below grade, a dead load of 125 pounds per cubic foot shall be added for the soil.
 - c. Lateral loads:

- 1) Static: 105 x Depth of fill per square foot (psf) triangular equivalent fluid pressure plus a surcharge of an additional 3 feet of soil depth in areas subject to vehicular traffic (assume traffic load in all areas, unless indicated otherwise by the Contract Documents).
- 2) Seismic acceleration: UBC Zone 3 requirements ($I = 1.25$) where $I =$ importance factor, $I = 1.25$, but not less than 0.20 grams (g) acting on structure mass. Seismic loading need not be considered simultaneously with traffic surcharge.
3. Minimum 28-Day Compressive Strength: 3,000 pounds per square inch (psi).
4. Honeycombed or re-tempered concrete is not permitted.
5. Accessories: Accessories such as ladders, and other features shall be provided as shown on the Drawings.
6. Size: Vault lid dimensions shall be as required by the Drawings.

2.2 PRECAST CONCRETE VALVE VAULT LIDS

A. Manufacturers:

1. Manufacturer shall be Oldcastle Precast, Inc, or approved equal.

B. Valve Vault Frames and Covers:

1. Cast Iron Castings:

- a. ASTM A48, Class 30 or better.
- b. Free of bubbles, sand, air holes, and other imperfections.

C. Access Steps:

1. Provide steps per the requirements of Section 05 50 00, metal fabrications.
 - a. ASTM C478
 - b. Reinforced rod: ASTM A615, Grade 60, 1/2-inch diameter
2. Width: Minimum 12 inches
3. Spacing: 12 inches on center vertically.

2.3 ACCESS HATCHES AND LIDS

- ### A. Unless noted otherwise elsewhere in the Contract Documents, vaults shall have concrete top slabs with access openings as shown on the Drawings.

- B. Provide the access hatches per the requirements of Section 05 50 00, Metal Fabrications.
- C. Lids shall have lifting holes.
- D. Lids shall have four 1-1/2-inch diameter sleeves cast in each corner for anchor pins to be installed.

2.4 MATERIALS

- A. Portland Cement:
 - 1. ASTM C150, Type II
- B. Coarse Aggregates:
 - 1. ASTM C33
 - 2. Graded 1 inch to No. 4 sieve
- C. Sand:
 - 1. ASTM C33
 - 2. Fineness Modulus: 2.35
- D. Water:
 - 1. Potable.
 - 2. Clean and free of injurious amounts of acids, alkalis, salts, organic materials, and substances incompatible with concrete or steel.
- E. Air-Entraining Admixtures: ASTM C260
- F. Reinforcing Steel:
 - 1. Deformed Bars: ASTM A615, Grade 40 minimum
 - 2. Welded Wire Fabric: ASTM A185
- G. Gaskets:
 - 1. Rubber gaskets: ASTM C443
- H. Joint Sealant:
 - 1. ASTM C990
- I. Bedding:

1. Aggregate Bedding Material: Fill Type A1 as specified in Section 31 05 16, Aggregates for Earthwork. Size as shown in the Drawings.

2.5 FABRICATION

- A. Fabricate precast reinforced concrete structures according to ASTM C913, to dimensions indicated on Drawings, and to specified design criteria.
- B. Finish:
 1. Formed surfaces shall be smooth and uniform with no fins, bulges, or other irregularities.
 2. Any void greater in width than 1/2-inch or deeper than 3/8-inch shall be repaired.
 3. Unformed interior slab surfaces shall have a smooth steel trowel finish.
 4. Unformed exterior slab surfaces shall have a light broom finish applied to a steel trowel finish.

2.6 MIXES

- A. Design concrete mix to produce required concrete strength, air-entrainment, watertight properties, and loading requirements.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that piping connections, sizes, locations, and inverts are as indicated on Drawings.

3.2 PREPARATION

- A. Remove scale and dirt from components before assembly.
- B. Hand trim excavation to suit valve vaults and meter boxes; remove stones, roots, and other obstructions.

3.3 INSTALLATION

- A. Vault Lid and Bedding:
 1. Excavate as specified in Section 31 23 16, Excavation for Work of this Section and as shown on the plans.

2. Place bedding material level in one continuous layer to a minimum compacted depth of 6 inches.
3. Compact bedding material to 95 percent maximum density.
4. Pour concrete foundation around the valve to support the new vault hatch.
5. Place pre-cast lid on the foundation and install pins to prevent movement.
6. Backfill around sides of vault lid as required by the Drawings.

3.4 FIELD QUALITY CONTROL

- A. Request examination of subgrade by Engineer prior to placing aggregate base under precast materials.
- B. Compaction Testing: In accordance with Field Quality Control requirements of Section 31 23 23, Fill.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace, and retest.
- D. Frequency of Compaction Tests: In accordance with Section 01 45 00, Quality Control.

END OF SECTION

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SECTION 33 31 10 - SANITARY UTILITY SEWERAGE PIPING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes pipe materials, manholes, and accessories normally used with force mains.
- B. Section includes:
 - 1. Sanitary sewerage pipe and fittings.
 - 2. Pipe markers.
 - 3. Connection to existing manholes.
 - 4. Bedding and cover materials.

1.2 RELATED SECTIONS

- A. Section 03 21 00 - Reinforcing Steel
- B. Section 03 30 00 – Cast-In-Place Concrete Work
- C. Section 03 60 00 - Grouting
- D. Section 09 09 00 – Painting and Coating
- E. Section 31 05 13 - Soils for Earthwork
- F. Section 31 05 16 - Aggregates for Earthwork
- G. Section 31 23 16 - Excavation
- H. Section 31 23 17 - Trenching

1.3 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. AASHTO T99 - Standard Specification for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop.
 - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International (ASTM):
 - 1. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.

2. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
3. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
4. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
5. ASTM C923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals.
6. ASTM C1479 - Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations.
7. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
8. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
9. ASTM D1784 - Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
10. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
11. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
12. ASTM D2729 - Standard Specification for Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
13. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
14. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
15. ASTM D3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
16. ASTM D3212 - Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.

17. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

18. ASTM F679 - Standard Specification for Poly(Vinyl Chloride) (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings.

C. American Water Works Association (AWWA):

1. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings.

2. AWWA C105 - Polyethylene Encasement for Ductile-Iron Pipe Systems.

3. AWWA C110 - Ductile-Iron and Gray-Iron Fittings.

4. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

5. AWWA C150 - Thickness Design of Ductile-Iron Pipe.

6. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast.

7. AWWA C153 - Ductile-Iron Compact Fittings.

8. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. Through 12 In. (100 mm Through 300 mm), for Water Transmission and Distribution.

1.4 COORDINATION

A. Notify affected utility companies at least 72 hours prior to construction.

1.5 SUBMITTALS

A. Product Data: Submit manufacturer catalog cuts and other information indicating proposed materials, accessories, details, and construction information.

B. Shop Drawings:

1. Indicate layout of sewer system and appurtenances.

2. Show size, materials, components of system, and burial depth.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements. The certificate shall be signed by an authorized agent of the manufacturer.

D. Test and Evaluation Reports: Submit reports indicating field tests made and results obtained.

- E. Manufacturer Instructions:
 - 1. Indicate special procedures required to install specified products.
 - 2. Submit detailed description of procedures for connecting new sewer to existing sewer line.
- F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.6 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record invert elevations and actual locations of pipe runs, connections, manholes, and cleanouts.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.7 QUALITY ASSURANCE

- A. Materials:
 - 1. Unless otherwise noted, all water works materials provided for the project shall be new, of first-class quality and shall be made by reputable manufacturers.
 - 2. All material of a like kind shall be provided from a single manufacturer unless otherwise approved by the Owner's Representative.
 - 3. All material shall be carefully handled and installed in good working order free from defect in manufacture, storage, and handling.
 - 4. All pipe and fittings shall be manufactured in the United States of America, unless otherwise approved by the Owner.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Storage:
 - 1. Store materials according to manufacturer instructions.
- C. Protection:
 - 1. Protect materials from moisture, dust, and direct sunlight by storing in clean, dry location remote from construction operations areas.

2. Block individual and stockpiled pipe lengths to prevent moving.
3. Provide additional protection according to manufacturer instructions.

1.9 EXISTING CONDITIONS

A. Field Measurements:

1. Verify field measurements prior to fabrication.
2. Indicate field measurements on Shop Drawings.

PART 2 PRODUCTS

2.1 SANITARY SEWERAGE PIPE AND FITTINGS

A. Ductile-Iron Pipe:

1. Comply with AWWA C151.
2. Minimum Special Thickness Class: 52.
 - a. Class 53 for flanged pipe as specified herein.
3. End Connections: Bell and spigot or plain, and as shown in the Drawings.
4. Outside Coating (buried):
 - a. Type: Asphaltic coating, minimum 1 mil uniform thickness.
 - b. Comply with AWWA C151.
5. Outside Coating (exposed):
 - a. Shop primed with coating meeting requirements of Section 09 90 00 Painting and Coating.
6. Lining:
 - a. Cement mortar lined.
 - b. Comply with AWWA C104.
7. Polyethylene encasement:
 - a. Comply with AWWA C105.
 - b. Polyethylene film shall be minimum 8-mil thick virgin linear low-density polyethylene (LLDPE).

8. Fittings:
 - a. Material: Ductile iron.
 - b. Comply with AWWA C153 or AWWA C110.
 - c. Lining: Cement-mortar lined according to AWWA C104.
 - d. Coating: Meeting requirements of the adjacent ductile iron pipe.
 - e. Fittings shall be mechanical joint, push-on type, flanged or plain-end as required and shown on the Drawings.
9. All restraint systems and flanged fittings shall be provided with bolts and gaskets as specified herein.
10. Joints:
 - a. Joint types shall be provided as identified in the Drawings and as required for the application.
 - b. Mechanical Joints:
 - 1) Comply with AWWA C111.
 - c. Push-on Joints:
 - 1) Comply with AWWA C111.
 - 2) Manufacturers, without exception:
 - a) Tyton Joint by American Cast Iron Pipe Company, U.S. Pipe and Foundry Company, McWane, and Pacific States Cast Iron Pipe.
 - b) Fastite Joint by American Cast Iron Pipe Company.
 - d. Restrained Joints:
 - 1) Joint restraint for pipe shall be accomplished with an integral lock mechanism, except as may be otherwise specified.
 - a) Any such system shall be a manufacturer's standard proprietary design, shall be as recommended by the manufacturer for the application, and shall be performance proven.
 - 2) Restraining components:

- a) Ductile iron complying with AWWA C110 and/or C153, with the exception of a manufacturer's proprietary design dimensions.
 - b) Push-on joints for such fittings shall comply with AWWA C111.
- 3) Deflection:
- a) The maximum pipe deflection shall not exceed one half of the manufacturer's stated joint deflection allowance.
- 4) Manufacturers:
- a) "Fast Grip", American Cast Iron Pipe Company.
 - b) "Field-Lok", United States Pipe and Foundry Company.
 - c) "MEGALUG", EBAA Iron, Inc.
 - (1) Where any restrained joint system requires the use of a wedge-type mechanical restraint gland for restraint, the glands shall be provided in quantities as may be required and shall be considered incidental to the joint restraint system.
 - (2) Wedge-type mechanical restraining glands shall not be used to restrain the plain end of plain end ductile iron or cast iron fittings.
 - d) Approved equal.
- e. Flanged Joints:
- 1) Flat faced, complying with AWWA C115.
 - 2) Bolt hole drilling according to ASME/ANSI B16.1, Class 125. Flanges shall be attached with bolt holes straddling the vertical axis of the pipe unless otherwise shown.
 - 3) The Contractor shall coordinate with pipe, valve and fitting suppliers to make certain mating pipe, valve and fitting flanges match in bolt pattern.
 - 4) AWWA flanges shall not be exposed to test pressures greater than 125% of rated capacity.
 - 5) Threaded flanges:
 - a) Ductile iron pipe spools with threaded flanges shall conform to AWWA C115.

- b) Installed only on pipe with a minimum Class 53 wall thickness.
- 6) Buried flanges:
- a) Flanged connections shall not be buried unless shown as such on the Drawings.
 - b) Buried flanges shall be wrapped with 2 layers of 10 mil tape along edges of flanges.
- 7) Gaskets:
- a) Full faced, composed of synthetic rubber and 1/8-inch thick conforming to ASME B21.1 and AWWA C111.
 - b) Ring gaskets will be permitted only where specifically noted in the Drawings and Specifications.
 - c) Gaskets for flanged joints shall be as follows:
 - (1) All pipe sizes with service pressures of 150 psi or less shall be Garlock 98206 or equal.
 - d) Flanged insulating joints shall be as specified in section 40 05 13- Common Work Results for Process Piping.

2.2 MATERIALS

A. Bedding and Cover:

1. Pipe Bedding: Coarse Aggregate Material Type A1, as specified in Section 31 05 16, Aggregates for Earthwork. Aggregate size as shown in the Drawings.
2. Pipe Zone Backfill: Coarse Aggregate Material Type A1, as specified in Section 31 05 16, Aggregates for Earthwork. Aggregate size as shown in the Drawings.
3. Trench Backfill from Pipe Zone to Finish Grade:
 - a. Material type varies by location, as shown in the Drawings.
 - b. Coarse Aggregate Material Type A1, as specified in Section 31 05 16, Aggregates for Earthwork. Aggregate size as shown in the Drawings.
 - c. Subsoil Type S1 and/or S2, as specified in Section 31 05 13, Soils for Earthwork.

2.3 MIXES

- A. Grout: As specified in Section 03 60 00, Grouting.

2.4 ACCESSORIES

- A. Underground Pipe Markers: As specified in Section 31 23 17, Trenching.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that trench cut, or excavation base is ready to receive Work.
- B. Verify that excavations, dimensions, and elevations are as indicated on Drawings.

3.2 PREPARATION

- A. Correct over-excavation in accordance with Section 31 23 17, Trenching.
- B. Remove large stones or other hard materials that could damage pipe or impede consistent backfilling or compaction.
- C. Protect and support existing sewer lines, utilities, and appurtenances.
- D. Utilities:
 - 1. Maintain profiles of utilities.
 - 2. Coordinate with other utilities to eliminate interference.
 - 3. Notify Engineer if crossing conflicts occur.

3.3 INSTALLATION

- A. Bedding:
 - 1. Excavate pipe trench as specified in Section 31 23 17, Trenching.
 - 2. Excavate to lines and grades as indicated on Drawings, or as required to accommodate installation of utility.
 - 3. Pipe base shall be observed by Engineer prior to placement of the pipe.
 - 4. Dewater excavations to maintain dry conditions and to preserve final grades at bottom of excavation.
 - 5. Provide sheeting and shoring as specified in Section 31 50 00 Excavation Support and Protection.

6. Placement:

- a. Place bedding material at trench bottom.
- b. Level materials in continuous layer not exceeding 6 inches compacted depth.
- c. Compact to 95 percent of maximum density.

B. Piping:

1. Install pipe, fittings, and accessories according to standards listed below, and seal joints watertight.
 - a. Ductile Iron: Comply with AWWA C600.
2. Lift or roll pipe into position. Do not drop or drag pipe over prepared bedding.
3. Lay pipe to slope gradients and line as indicated on Drawings.
4. Variations:
 - a. Maximum Variation from Indicated Line: 1/32-inch per inch of pipe diameter, but no more than 1/2-inch, providing that such variation does not result in a level or reverse-sloping invert.
 - b. Maximum Variation from Indicated Grade: 1/32-inch per inch of pipe diameter, but no more than 1/4-inch.
 - c. Variation in the invert elevation between adjoining ends of pipe, include fittings, shall not exceed 1/64-inch per inch of pipe diameter, or 1/2-inch maximum.
5. Begin at downstream end and progress upstream.
6. Assemble and handle pipe according to manufacturer's instructions, except as may be modified on Drawings or by Engineer.
7. Make straight field cuts without chipping or cracking pipe.
8. Keep pipe and fittings clean until Work has been completed and accepted by Engineer.
9. Assemble pipe joints in accordance with manufacturer's recommendations/specifications.
10. Cap open ends during periods of Work stoppage.
11. Lay bell and spigot pipe with bells upstream.

12. Polyethylene Pipe Encasement: Conform to AWWA C105.
13. Backfill and compact as specified in Section 31 23 17, Trenching.
14. Do not displace or damage pipe when compacting.
15. Pipe Markers: As specified in Section 31 23 17, Trenching.

C. Joints:

1. Just prior to joining the pipes, the surfaces of the joint rings shall be wiped clean and the joint rings and rubber gaskets shall be liberally lubricated with an approved type of vegetable oil soap.
2. The spigot end, with the gasket placed in the groove, shall be entered into the bell of the pipe already laid, making sure that both pipes are properly aligned.
3. Before the joint is fully "home," the position of the gasket in the joint shall be determined by means of a suitable feeler gauge supplied by the pipe manufacturer.
4. If the gasket is found not to be in proper position, the pipes shall be separated, and the damaged gasket replaced.
5. The pipe is then forced "home" firmly and fully.
6. In its final position, the joint between the pipes shall not be deflected more than 1/2-inch at any point.

D. Backfilling:

1. Backfill around sides and to top of pipe as specified in Section 31 23 17, Trenching.
2. Maintain optimum moisture content of bedding material as required to attain specified compaction density.

3.4 FIELD QUALITY CONTROL

A. Request inspection by Engineer prior to and immediately after placing bedding.

B. Testing:

1. If tests indicate that Work does not meet specified requirements, remove Work, replace, and retest.
2. Pipe Testing: Pipe testing will be limited to visual inspection for leaks while pipe is in service.

3. Compaction Testing: See Section 31 23 17, Trenching for Compaction Testing requirements for piping trenches.

3.5 PROTECTION

- A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

END OF SECTION

DIVISION 40 – PROCESS INTEGRATION

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SECTION 40 05 13 - COMMON WORK RESULTS FOR PROCESS PIPING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section applies to the furnishing and installation of piping inside a structure or enclosure.
- B. Section Includes:
 - 1. Process piping, fittings, and appurtenances
 - 2. Pipe supports
 - 3. Penetrations, sleeves, and seals

1.2 RELATED SECTIONS

- A. Section 03 30 00 – Cast-In-Place Concrete Work
- B. Section 03 21 00 – Reinforcing Steel
- C. Section 05 50 00 – Metal Fabrications
- D. Section 09 90 00 – Painting and Coating
- E. Section 31 23 16 – Excavation
- F. Section 31 23 17 – Trenching
- G. Section 33 05 17 – Precast Concrete Valve Vault Lid
- H. Section 40 05 23 – Common Work Results for Process Valves

1.3 REFERENCE STANDARDS

- A. American Society of Mechanical Engineers:
 - 1. ASME B1.20.1 Pipe Threads, General Purpose (inch)
 - 2. ASME A13.1 - Scheme for the Identification of Piping Systems.
 - 3. ASME B16.5 Pipe Flanges and Flanged Fittings, Steel Nickel Alloy and other Special Alloys
 - 4. ASME B16.15 - Cast Copper Alloy Threaded Fittings: Classes 125 and 250.
 - 5. ASME B31.3 - Process Piping.

6. ASME B31.9 - Building Services Piping.
- B. ASTM International:
1. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 2. ASTM A307 - Specification for Carbon Steel Bolts and Studs, 6,000 psi Tensile.
 3. ASTM A325 - Specification for High-Strength Bolts for Structural Steel Joints.
 4. ASTM B43 - Standard Specification for Seamless Red Brass Pipe, Standard Sizes.
 5. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
 6. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.
 7. ASTM D792 - Test Methods for Specific Gravity and Density of Plastics by Displacement.
 8. ASTM D1248 - Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable.
 9. ASTM D1784 - Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
 10. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
 11. ASTM D2000 - Classification System for Rubber Products in Automotive Applications.
 12. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
 13. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings.
 14. ASTM D3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
- C. American Water Works Association:
1. AWWA C200 - Steel Water Pipe - 6 In. (150 mm) and Larger.

2. AWWA C207 - Steel Pipe Flanges for Water Works Service, Sizes 4 in through 144 in.
 3. AWWA C219 - Bolted, Sleeve-Type Couplings for Plain-End Pipe.
 4. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service.
 5. AWWA C510 - Double Check Valve Backflow Prevention Assembly.
 6. AWWA C511 - Reduced-Pressure Principal Backflow Prevention Assembly.
 7. AWWA C606 - Grooved and Shouldered Joints.
 8. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. Through 12 In. (100 mm Through 300 mm), for Water Transmission and Distribution.
- D. American Welding Society:
1. AWS D1.1 - Structural Welding Code.
- E. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation.
- F. NSF International:
1. NSF 61 - Drinking Water System Components - Health Effects.
 2. NSF 372 - Drinking Water System Components - Lead Content.

1.4 COORDINATION

- A. Coordinate installation of specified items with installation of valves and equipment.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
1. Submit manufacturer catalog information for each product specified.

- C. Shop Drawings:
 - 1. Identification:
 - a. Submit list of wording, symbols, letter size, and color coding for pipe identification.
 - b. Comply with ASME A13.1.
 - 2. Provide all necessary dimensions and details on pipe joints, restraints, fittings, fitting specials, valves, appurtenances, design calculations, and material lists.
 - 3. Provide detailed layout, spool, or fabrication drawings which show all pipe spools, spacers, adapters, connectors, fittings, couplings, and pipe supports necessary to accommodate the equipment and valves provided in a complete and functional system.
- D. Manufacturer's Statement: Certifying pipe fabrication and products meet or exceed specified requirements.
- E. Welder Certificates: Certify welders and welding procedures employed on Work, verifying AWS and ASME qualification within previous 12 months.
- F. Manufacturer Instructions: Submit special procedures and setting dimensions.
- G. Source Quality-Control Submittals: Indicate results of shop tests and inspections.
- H. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

1.6 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of piping appurtenances.
- B. Identify and describe unexpected variations to pipe routing or discovery of uncharted utilities.

1.7 QUALITY ASSURANCE

- A. Drawings:
 - 1. Piping layouts shown in the Drawings are intended to define the general layout, configuration, routing, method of support, pipe size, and pipe type. The mechanical drawings are not pipe construction or fabrication drawings. It is the Contractor's responsibility to develop the details necessary to construct all mechanical piping systems, to accommodate the specific equipment provided, and to provide and

install all spools, spacers, adapters, connectors, etc., for a complete and functional system.

B. Inspection:

1. All pipe shall be subject to inspection at the place of manufacture.
2. During the manufacture of the pipe, the Engineer shall be given access to all areas where manufacturing is in progress and shall be permitted to make all inspections necessary to confirm compliance with the Specifications.

C. Welding:

1. All welding procedures used to fabricate pipe shall be prequalified under the provisions of ANSI/AWS D1.1.
2. Welding procedures shall be required for, but not necessarily limited to, longitudinal and girth or spiral welds for pipe cylinders, spigot and bell ring attachments, reinforcing plates and ring flange welds, and plates for lug connections.

D. Welders:

1. Skilled welders, welding operators, and tackers who have had adequate experience in the methods and materials to be used shall do all welding.
2. Welders shall be qualified under the provisions of ANSI/AWS D1.1 by an independent local approved testing agency prior to commencing work on the pipeline.
3. Machines and electrodes similar to those used in the Work shall be used in qualification tests.
4. The Contractor shall furnish all material and bear the expense of qualifying welders.

E. Tests: Except where otherwise specified, all materials used in the manufacture of the pipe shall be tested in accordance with the applicable Specifications and Standards. Welds shall be tested as specified. The Contractor shall perform all tests at no additional cost to the Owner.

1.8 MATERIAL DELIVERY, STORAGE AND INSPECTION

A. Inspection:

1. Accept materials on Site in manufacturer's original packaging and inspect for damage.

2. All piping materials, fittings, valves, and accessories shall be delivered in a clean and undamaged condition.
- B. Storage:
1. Store materials according to manufacturer instructions.
 2. Store materials off the ground, to provide protection against oxidation caused by ground contact
- C. Protection:
1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 2. Furnish temporary end caps and closures on piping and fittings and maintain in place until installation.
 3. Provide additional protection according to manufacturer instructions.
- D. All defective or damaged materials shall be replaced with new materials.

1.9 EXISTING CONDITIONS

- A. Field Measurements:
1. Verify field measurements prior to fabrication.
 2. Indicate field measurements on Shop Drawings.

PART 2 PRODUCTS

2.1 GENERAL

- A. Unless specified otherwise or indicated differently in the Drawings, all process piping systems and materials shall be as listed in the table below or as shown on the Drawings:

Service	Material
Drainage/Sanitary Sewer	See Division 33.
Exposed \geq 4"	Class 52 Ductile Iron, or Class 53 where specified
Buried \geq 4"	Class 52 Ductile Iron
Submerged/Buried < 4"	Stainless Steel - Type 316 Schedule 40 Threaded - ASTM A 312 Fittings Welded or Threaded
Exposed < 4"	Stainless Steel - Type 316 Schedule 40 Threaded - ASTM A 312 Fittings Welded or Threaded
Miscellaneous Pipelines	As shown in the Drawings

2.2 FLANGED DUCTILE IRON PIPE AND FITTINGS

- A. See Section 33 31 10, Sanitary Utility Sewerage Piping.

2.3 STAINLESS STEEL TUBING AND FITTINGS

- A. Type 316 stainless steel, unless otherwise specified or shown in the Plans.
- B. Meet the material standards set forth in ASTM A269.
- C. Fittings: ASTM A276 and ASTM A182.
 - 1. Threaded fittings: National pipe thread meeting the requirements of ASME B1.20.1.
 - 2. Compression fittings: Two-ferrule, mechanical grip design.
- D. Unions: Provide to facilitate installation and maintenance of tubing.
- E. Manufacturer:
 - 1. Swagelock, or approved equal.

2.4 STAINLESS STEEL PIPE AND FITTINGS

- A. Pipe:
 - 1. Size: 4 inches and smaller, schedule 80, type 304, unless otherwise specified.
 - 2. Conforming to ASME B36.19 dimensions.
 - 3. Conforming to ASTM A312 material requirements.
- B. Fittings: Conform to ASME B16.11 dimensions and ASTM A182 material requirements.
- C. Threads: Conform to ASME B1.20.1.
- D. Socket welds: Conform to ASME B16.11.

2.5 FLEXIBLE COUPLINGS

- A. Description:
 - 1. Sleeve-type, couplings. Comply with AWWA C219.
 - 2. Minimum design pressure rating: 150 psi.
 - 3. Middle Ring: As required for coupling based upon connecting pipe materials, steel or ASTM A536, ductile iron.
 - 4. Followers: As required for coupling based upon connecting pipe materials, steel or ASTM A536, ductile iron.

5. Gaskets:
 - a. Material: Buna-N.
 - b. Comply with ASTM D2000.
 6. Bolts:
 - a. Buried: Steel.
 - b. Submerged: Stainless steel.
 7. Center Pipe Stop: Required where shown on the Drawings.
- B. Finishes:
1. Buried Couplings, Bolts: Factory epoxy coated.
- C. Manufacturers:
1. For ductile iron and steel pipe:
 - a. Dresser, Style 38.
 - b. Romac, Model 501.
 - c. Smith-Blair.
 2. For PVC pipe:
 - a. Romac, Model 501 or approved equal.
 3. For flanged steel and ductile pipe:
 - a. Dresser, Style 128 or approved equal.

2.6 FLANGED INSULATING JOINTS

- A. Set shall include a full faced gasket, a full-length insulating sleeve for each flange bolt, and two insulating washers and two steel washers for each bolt.
1. Gaskets:
 - a. Full face, comply with ASME 16.21.
 - b. Non-asbestos and non-phenolic compressed sheet packing with nitrile rubber binder.
 - c. Manufacturer: Garlock, Style 3505, or equal.
 2. Insulating sleeves:

- a. G-10 glass epoxy.
 - b. Extend the full width of both flanges, except where one flange hole is threaded where the sleeve shall extend through one flange and the gasket.
3. Insulating washers:
- a. G-10 glass epoxy.
 - b. 1/8-inch thickness.
4. Washers:
- a. Buried: Cadmium plated steel.
 - b. Submerged: Stainless steel.
- B. The complete assembly shall have an ANSI/AWWA pressure rating equal to or greater than that of the flanges between which is installed.
- C. After assembly, the joint shall be tested for continuity. Electrical resistance between flanges and between each bolt and each flange shall be not less than 100,000 ohms.

2.7 SADDLE CONNECTIONS

2.8 PIPE SUPPORTS

- A. Floor Support for Pipe:
- 1. Flanged Pipe Support:
 - a. Construction:
 - 1) Adjustable vertical pipe support, flange plate, extension pipe from base cup to top collar cup with threaded stud.
 - 2) Bolts directly to flange.
 - 3) Anchorable base plate.
 - b. Material: Stainless Steel
 - c. Manufacturers:
 - 1) Standon - Model S89

2. Cradle Pipe Support:

a. Construction:

- 1) Adjustable vertical pipe support with saddle strap, extension pipe from base cup to top collar cup with threaded stud.
- 2) Anchorable base plate.

b. Material: Stainless Steel

c. Manufacturers:

- 1) Standon - Model S92.

2.9 PIPE PENETRATIONS

- A. Grout penetrations with concrete closure collars as shown on the Plans.

2.10 PIPE COATINGS

- A. See Section 09 90 00, Painting and Coating.

PART 3 EXECUTION

3.1 GENERAL

- A. Furnish and install all piping systems shown and specified, in accordance with the requirements of the Contract Documents. Each system shall be complete with all necessary fittings, hangers, supports, anchors, expansion joints, flexible connectors, valves, accessories, heat tracing, insulation, lining and coating, testing, disinfection, excavation, backfill and encasement, to provide a functional installation.
- B. Pipe shall be installed in accordance with good trade practice. The methods employed in handling and placing of pipe, fittings, and equipment shall be such as to ensure that after installation and testing they are in good condition. Should damage occur to the pipe, fitting or equipment, repairs satisfactory to the Engineer shall be made.

3.2 INSTALLATION

A. Interior Piping Systems:

1. Install non-conducting dielectric connections wherever joining dissimilar metals.
2. Establish elevations of buried piping outside valve vault to obtain not less than 3 feet of cover.

3. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting as specified in Section 09 90 00, Painting and Coating.
 4. Install piping according to ASME B31.9.
 5. Install unions downstream of valves and at equipment or apparatus connections.
 6. Install brass male adapters each side of valves in copper piped system; solder adapters to pipe.
- B. Backflow Preventer Assemblies:
1. Install backflow preventers of type, size, and capacity indicated.
 2. Comply with applicable code and authority having jurisdiction.
 3. Install air-gap fitting on units with atmospheric vent connection.
 4. Pipe relief outlet drain to nearest floor drain.
 5. Do not install bypasses around backflow preventers.
- C. Pipe Supports and Hangers
1. Install pipe supports according to MSS SP-58 & ASME B31.10.
 2. All pipe shall be secured in place by use of blocking, hangers, brackets, clamps or other approved methods, and the weight thereof shall be carried independently of pump casings or equipment.
 3. Special hangers and supports are shown on the Drawings.
 4. The Contractor shall be responsible for determining the location of and providing all additional supports.
 5. Hanger supports shall be as noted below with at least one support adjacent to the joint for each length of pipe, at each change in direction and at each branch connection. Sufficient hangers shall be provided to maintain proper slope without sagging. Support spacing shall not exceed manufacturer's recommendations, nor as listed below.

<u>Pipe</u>	<u>Maximum Support Spacing (Feet)</u>
Steel Pipe	
Under 3 inches	6
3 inches and Over	12
Cast or Ductile Iron	
Under 4 inches	6
4 inches and Over	12

<u>Pipe</u>	<u>Maximum Support Spacing (Feet)</u>
Stainless Steel and Galvanized Iron	
Under 1-1/2 inches	4
1-1/2 inches to 4 inches	6
Over 4 inches	12
Copper Pipe	6
PVC Pipe	
Under 2-1/2 inches	4
2-1/2 inches and Over	6

6. Spacing of clamps for support of vertical piping shall be close enough to keep the pipe in alignment as well as to support the weight of the piping and contents unless other vertical support is shown, but in no case shall be more than 12 feet.
7. Provide adjustable hangers for all pipes, complete with adjusters, swivels, rods, etc. Size hangers to clear insulation and guide where required, as well as support piping. All rigid hangers shall provide a means of vertical adjustment after erection. Hanger rods shall be machine-threaded. Continuous threaded rods will not be allowed.
8. Clevis or band-type hangers (B-Line FIG B3100) or approved equal shall be provided as required. Strap hangers not permitted.
9. Provide floor stands, wall bracing, concrete piers, etc., for all lines running near the floors or near walls and which cannot be properly supported or suspended by the walls or floors. Pipe lines near concrete or masonry walls may also be hung by hangers carried from wall brackets at a higher level than pipe. Hanging of any pipe from another is prohibited.
10. Equipment shall be positioned and aligned so that no strain shall be induced within the equipment during or subsequent to the installation of pipework.
11. When temporary supports are used, they shall be sufficiently rigid to prevent any shifting or distortion of the piping or related work.

D. Pipe Penetrations:

1. Exterior Watertight Entries: Seal with mechanical sleeve seals or grout, as shown in the Drawings.
2. Whenever a pipe line of any material terminates at or through a structural wall or floor, install piping or sleeve in advance of pouring of concrete required for the particular installation.
3. Plastic pipe shall not be cast in concrete or masonry walls.

4. Set sleeves in position in forms and provide reinforcing around sleeves.
5. Size sleeves large enough to allow for movement due to expansion and contraction and provide for continuous insulation wrapping.
6. Extend sleeves through floors 1 inch above finished floor level and caulk sleeves.
7. Pipe other than concrete, to be cast in water-bearing walls or more than four feet below grade shall have seep rings.
8. All buried piping entering structures shall have a flexible connection installed less than two feet outside the structure line or as close to the wall as practical.

3.3 CLEANING, TESTING AND DISINFECTION

- A. Piping will be visually inspected for leaks and damage.

END OF SECTION

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SECTION 40 05 23.15 - GATE VALVES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes gate valves for use in a sanitary sewer force main.
- B. Section Includes:
 - 1. Resilient-seated gate valves.

1.2 REFERENCE STANDARDS

- A. American Society of Mechanical Engineers:
 - 1. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings.
 - 2. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 through 24 - Metric/Inch Standard.
 - 3. ASME B16.42 - Ductile Iron Pipe Flanges and Flanged Fittings: Classes 150 and 300.
 - 4. ASME B1.20.1 - Pipe Threads, General Purpose (Inch).
- B. ASTM International:
 - 1. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
 - 2. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings.
 - 3. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.
- C. American Water Works Association:
 - 1. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service.
 - 2. AWWA C550 - Protecting Interior Coatings for Valves and Hydrants.

1.3 SUBMITTALS

- A. Section 01 33 00, Submittal Procedures: Requirements for submittals.
- B. As required by Section 40 05 23, Common Work Results for Process Valves.

PART 2 PRODUCTS

2.1 RESILIENT-SEATED GATE VALVES

A. Description:

1. Comply with AWWA C509.
2. Minimum Pressure Rating:
 - a. 12-inch Diameter and Smaller: 200 psig.
3. End Connections: As shown in the Drawings.
 - a. Standard mechanical joint ends comply with ANSI/AWWA C111.
 - b. Flanged end dimensions and drilling comply with ANSI/ASME B16.1, class 125. Comply with AWWA C115 & ASME 16.5.
 - 1) The CONTRACTOR shall coordinate with pipe, valve, and fitting suppliers to make certain pipe, valve and fitting flanges match in bolt pattern.
4. Gear Actuators: Conforming to AWWA C509 for manual valves.
5. Linings and Coatings:
 - a. Corrosion-resistant fusion bonded epoxy conforming to AWWA C550.
 - b. All internal and external ferrous surfaces.
 - c. Do not coat flange faces of valves.
6. Bi-directional flow.

B. Operation:

1. Non-rising stem.
2. Open counterclockwise when viewing the valve from above, unless otherwise indicated in the Drawings.
3. Buried Valves: All buried valves shall be provided with 2-inch square operating nuts.
4. In-Plant Service Valves: Valves for in-plant or exposed service shall be furnished with handwheel operators, unless otherwise specified in Section 40 05 23, Common Work Results for Process Valves.

C. Materials:

1. Wedge:
 - a. ASTM A126, cast iron or ASTM A536, ductile iron.
 - b. Fully encapsulated with molded rubber.
 2. Body and Bonnet:
 - a. ASTM A126, cast iron or ASTM A536, ductile iron.
 3. Stem, Stem Nuts, Glands, and Bushings: ASTM B584, bronze.
 4. Valve Body Bolting: Stainless steel.
- D. Manufacturers:
1. Clow Valve Company.
 2. M&H Valve.
 3. U.S. Pipe.
 4. American Flow Control.
 5. Mueller Company.

2.2 SOURCE QUALITY CONTROL

- A. Testing: Test gate valves according to AWWA C509.

PART 3 EXECUTION

3.1 INSTALLATION

- A. As required by Section 40 05 23, Common Work Results for Process Valves.
- B. Install according to manufacturer's instructions.
- C. Support valves in plastic piping to prevent undue stresses on piping.

END OF SECTION

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SECTION 40 05 23.72 - MISCELLANEOUS VALVES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes miscellaneous valves not included in other Sections for use in buried service and utility vaults.
- B. Section Includes:
 - 1. Combination air/vacuum valves.
 - 2. Ball valves, 2 inches and under.

1.2 RELATED SECTION

- A. Section 05 50 00, Metal Fabrications
- B. Section 09 90 00, Painting and Coating
- C. Section 40 05 13, Common Work Results for Process Piping.
- D. Section 40 05 51, Common Requirements Results for Process Valves.

1.3 REFERENCE STANDARDS

- A. American Society of Mechanical Engineers (ASME):
 - 1. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings.
 - 2. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 through 24 - Metric/Inch Standard.
 - 3. ASME B16.11 - Forged Fittings, Socket-Welding and Threaded.
 - 4. ASME B16.42 - Ductile Iron Pipe Flanges and Flanged Fittings: Classes 150 and 300.
 - 5. ASME B1.20.1 - Pipe Threads, General Purpose (Inch).
- B. ASTM International (ASTM):
 - 1. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
 - 2. ASTM A536 - Standard Specification for Ductile Iron Castings.

3. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings.

1.4 COORDINATION

- A. Contractor shall be solely responsible to coordinate Work of this Section with piping, equipment, and appurtenances.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 1. Submit manufacturer's latest published literature. Include illustrations, installation and maintenance instructions, and parts lists.
 2. Submit valve cavitation limits.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer Instructions: Submit installation instructions and special requirements, including storage and handling procedures.
- E. Lining and coating data.
- F. Valve Labeling Schedule: Indicate valve locations and nametag text.
- G. Certification of Valves Larger than 12 inches: Furnish certified copies of hydrostatic factory tests, indicating compliance with applicable standards.
- H. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
- I. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections, including factory-applied coatings.

1.6 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of valves and actuators.
- B. Operation and Maintenance Data: Submit information for valves.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Spare Parts:

1. Furnish one set of manufacturer's recommended spare parts.
- B. Tools:
1. Furnish special wrenches and other devices required for Owner to maintain equipment.
 2. Furnish compatible and appropriately labeled toolbox when requested by Owner.

1.8 QUALITY ASSURANCE

- A. Cast manufacturer's name, pressure rating, size of valve, and year of fabrication into valve body.
- B. Valve Testing: Each valve body shall be tested under a test pressure equal to twice its design water-working pressure.
- C. Certification: Prior to shipment, submit for all valves over 12 inches in diameter, certified, notarized copies of the hydrostatic factory tests, showing compliance with the applicable standards of AWWA, ANSI, ASTM, etc. Valves tested and supplied shall be trackable and traceable by serial number, tagged or otherwise noted on valve, upon arrival to Site.
- D. Maintain clearances as indicated on Drawings.
- E. Unless otherwise noted, all water works materials provided for the Project shall be new, of first-class quality and shall be made by reputable manufacturers.
- F. All material of a like kind shall be provided from a single manufacturer, unless otherwise approved by the Engineer.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.
 1. Store materials in areas protected from weather, moisture, or other potential damage.
 2. Do not store materials directly on ground.
- C. Protection:
 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.

2. Protect valve ends from entry of foreign materials by providing temporary covers and plugs.
 3. Provide additional protection according to manufacturer instructions.
- D. Handle products carefully to prevent damage to interior or exterior surfaces.
- E. All defective or damaged materials shall be replaced with new materials at no cost to the Owner.

PART 2 PRODUCTS

2.1 VACUUM RELIEF/AIR INLET VALVES (VACV VALVES LABELED ON PLANS)

- A. Description
1. Inlet Size: 2-inch diameter
 2. Fusion-bonded epoxy coating
 3. All internal parts non-corrosive
 4. Maximum working pressure: 285 psi or higher
 5. Vacuum threshold pressure to open: 0.145 psi (1kPA).
- B. Manufacturers
1. ARI K-060T-VB02 or approved equal.

2.2 COMBINATION AIR/VACUUM VALVES (CARV LABELED ON PLANS)

- A. Description:
1. Construction: Designed to prevent solids above 2mm from entering the float/seal chamber. Conical body shape with independent spring guided linkage between the lower float/rod and the upper float sealing mechanism.
 - a. Inlet Size: 3-inch diameter
 - b. Reinforced nylon body.
 - c. Stainless steel internal parts.
 - d. Valves seats: Buna-N.
 2. Manufacturers:
 - a. ARI D-025 or approved equal

2.3 BALL VALVES, 2 INCHES AND UNDER

- A. Description:

1. Four hundred-pound. Water, oil, and gas rating (WOG) with 316 stainless steel body and trim, unless otherwise shown on the Drawings.
 2. Seat ring: Tetrafluoroethylene (TFE).
 3. O-ring seals: Fluorocarbon.
 4. Three-piece construction so that maintenance can be performed without distributing the valve body after installation.
- B. Manufacturer:
1. Nibco, or equal.

2.4 SERVICE SADDLE ASSEMBLY

- A. Description:
1. Ductile iron body meeting SATM A536, Grade 65-45-12.
 2. Electro galvanized steel straps meeting AISI C1018; two straps per saddle.
 3. Fusion bonded nylon 10-12 mils thickness.
 4. 350 psi pressure rating.
- B. Manufacturer:
1. Romac, 202NU or approved equal.

2.5 SOURCE QUALITY CONTROL

- A. Testing Pressure-Reducing and Pressure-Sustaining Valves:
1. Leakage Testing:
 - a. Test each assembled valve hydrostatically at 1-1/2 times rated working pressure for minimum five minutes.
 - b. Test each valve for leakage at rated working pressure against closed valve.
 - c. Permitted Leakage: None.
 2. Functional Testing:
 - a. Test each valve to verify specified performance.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install valves per manufacturer requirements and recommendations.
- B. Install all valves with valve seats level.
- C. Install protective strainers upstream of solenoid valves, pressure-reducing valves, and pressure-sustaining valves.

END OF SECTION

SECTION 40 05 51 – COMMON REQUIREMENTS RESULTS FOR PROCESS VALVES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes basic materials and methods related to valves commonly used for process systems, including pump stations, utility vaults, and water and wastewater treatment. This Section is to be used in conjunction with Section 40 05 23.72, Miscellaneous Valves, and Section 40 05 61, Gate Valves.
- B. Section Includes:
 - 1. Valves.
 - 2. Valve actuators.

1.2 RELATED SECTIONS

- A. Section 03 30 00, Cast-in-Place Concrete Work
- B. Section 05 50 00, Metal Fabrications
- C. Section 09 90 00, Painting and Coating
- D. Section 40 05 13, Common Work Results for Process Piping
- E. Section 40 05 23.72, Miscellaneous Valves

1.3 REFERENCE STANDARDS

- A. American Water Works Association (AWWA):
 - 1. AWWA C504 - Rubber-Seated Butterfly Valves, 3 In. Through 72 In.
 - 2. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service.
 - 3. AWWA C541 - Hydraulic and Pneumatic Cylinder and Vane-Type Actuators for Valves and Slide Gates.
 - 4. AWWA C550 - Protective Interior Coatings for Valves and Hydrants.
- B. ASTM International (ASTM):
 - 1. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings.

2. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.
- C. Manufacturers Standardization Society of the Valve and Fittings Industry (MSS):
 1. MSS SP-25 - Standard Marking System for Valves, Fittings, Flanges and Unions.
- D. NSF International (NSF):
 1. NSF 61 - Drinking Water System Components - Health Effects.
 2. NSF 372 - Drinking Water System Components - Lead Content.

1.4 COORDINATION

- A. Contractor shall be solely responsible to coordinate Work of this Section with piping, equipment, and appurtenances.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data:
 1. Submit manufacturer's latest published literature. Include illustrations, installation and maintenance instructions, and parts lists.
 2. Submit valve cavitation limits.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer Instructions: Submit installation instructions and special requirements, including storage and handling procedures.
- E. Lining and coating data.
- F. Valve Labeling Schedule: Indicate valve locations and nametag text.
- G. Certification of Valves Larger than 12 inches: Furnish certified copies of hydrostatic factory tests, indicating compliance with applicable standards.
- H. Source Quality-Control Submittals: Indicate results of factory tests and inspections.
- I. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections, including factory-applied coatings.

1.6 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of valves and actuators.
- B. Operation and Maintenance Data: Submit information for valves.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Spare Parts:
 - 1. Furnish one set of manufacturer's recommended spare parts.
- B. Tools:
 - 1. Furnish special wrenches and other devices required for Owner to maintain equipment.
 - 2. Furnish compatible and appropriately labeled toolbox when requested by Owner.

1.8 QUALITY ASSURANCE

- A. Cast manufacturer's name, pressure rating, size of valve, and year of fabrication into valve body.
- B. Valve Testing: Each valve body shall be tested under a test pressure equal to twice its design water-working pressure.
- C. Certification: Prior to shipment, submit for all valves over 12 inches in diameter, certified, notarized copies of the hydrostatic factory tests, showing compliance with the applicable standards of AWWA, ANSI, ASTM, etc. Valves tested and supplied shall be trackable and traceable by serial number, tagged or otherwise noted on valve, upon arrival to Site.
- D. Maintain clearances as indicated on Drawings.
- E. Unless otherwise noted, all water works materials provided for the Project shall be new, of first-class quality and shall be made by reputable manufacturers.
- F. All material of a like kind shall be provided from a single manufacturer, unless otherwise approved by the Engineer.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

- B. Store materials according to manufacturer instructions.
 - 1. Store materials in areas protected from weather, moisture, or other potential damage.
 - 2. Do not store materials directly on ground.
- C. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Protect valve ends from entry of foreign materials by providing temporary covers and plugs.
 - 3. Provide additional protection according to manufacturer instructions.
- D. Handle products carefully to prevent damage to interior or exterior surfaces.
- E. All defective or damaged materials shall be replaced with new materials at no cost to the Owner.

1.10 EXISTING CONDITIONS

- A. Field Measurements:
 - 1. Verify field measurements prior to fabrication.
 - 2. Indicate field measurements on Shop Drawings.

PART 2 PRODUCTS

2.1 GENERAL

- A. All materials in contact with potable water shall conform to ANSI/NSF Standard 61 and meet the “lead free” requirements of the Safe Drinking Water Act amendment, effective January 4, 2014, as per the lead content evaluation procedures outlined in NSF/ANSI Standard 372.1.
 - 1. All fittings shall either be cast or permanently stamped with markings identifying the item as complying with NSF 61 per the requirements of NSF 372 for “lead free”.
 - 2. All brass in contact with potable water shall comply with ASTM B584.

2.2 VALVES

- A. Description: Valves, operator, actuator, handwheel, chainwheel, extension stem, floor stand, worm and gear operator, operating nut, chain, wrench, and other accessories as required and shown in the Drawings.
- B. Operation:
 - 1. Open by turning counterclockwise; close by turning clockwise.
 - 2. Cast directional arrow on valve or actuator with OPEN and CLOSE cast on valve in appropriate location.
- C. Valve Construction:
 - 1. Bodies: Rated for maximum temperature and pressure to which valve will be subjected as specified in valve Sections.
- D. Connecting Nuts and Bolts: Stainless steel.

2.3 VALVE ACTUATORS

- A. All valves shall be furnished with manual actuators, unless otherwise indicated in the Drawings.
- B. Valves in sizes up to and including 4 inches in diameter shall have direct acting lever or handwheel actuators of the manufacturer's best standard design.
- C. Actuators shall be sized for the valve design pressure in accordance with AWWA C504.
- D. Provide actuators with position indicators for shutoff valves 6 inches and larger.
- E. Comply with AWWA C541 and C542, where applicable.
- F. Furnish gear operators for valves 8 inches and larger, and chainwheel operators for valves mounted over 7 feet above floor.
- G. Provide gear and power actuators with position indicators.
- H. Gear-Assisted Manual Actuators:
 - 1. Provide totally enclosed gears.
 - 2. Maximum Operating Force: 60-pound-force (lbf).
 - 3. Bearings: Permanently lubricated bronze.

4. Packing: Accessible for adjustment without requiring removal of actuator from valve.
- I. Handwheel:
 1. Furnish permanently attached handwheel for emergency manual operation.
 2. Rotation: None during powered operation.
 3. Permanently affix directional arrow and cast OPEN or CLOSE on handwheel to indicate appropriate direction to turn handwheel.
 4. Maximum Operating Force: 60 lbf.

2.4 SOURCE QUALITY CONTROL

- A. Testing: Test valves according to manufacturer's standard testing protocol, including hydrostatic, seal, and performance testing.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that piping system is ready for valve installation.

3.2 PREPARATION

- A. Access: All valves shall be installed to provide easy access for operation, removal, and maintenance and to avoid conflicts between valve operators and structural members or handrails.
- B. Valve Accessories: Where combinations of valves, sensors, switches, and controls are specified, it shall be the responsibility of the Contractor to properly assemble and install these various items so that all systems are compatible and operating properly. The relationship between interrelated items shall be clearly noted on shop drawing submittals.

3.3 INSTALLATION

- A. Install valves, actuators, extensions, and accessories according to manufacturer instructions.
- B. Firmly support valves to avoid undue stresses on piping.
- C. Coat studs, bolts, and nuts with anti-seizing lubricant.

- D. Clean field welds of slag and splatter to provide a smooth surface.
- E. Install valves with stems upright or horizontal, not inverted.
- F. Install valves with clearance for installation of insulation and allowing access.
- G. Provide access where valves and fittings are not accessible.
- H. Comply with Division 40 - Process Integration for piping materials applying to various system types.
- I. Valve Applications:
 - 1. Install shutoff and drain valves at locations as indicated on Drawings and as specified in this Section.
 - 2. Install shutoff and isolation valves.
 - 3. Isolate equipment, part of systems, or vertical risers as indicated on Drawings.
 - 4. Install valves for throttling, bypass, or manual flow control services as indicated on Drawings.

3.4 FIELD QUALITY CONTROL

- A. Valve Field Testing:
 - 1. Test for proper alignment.
 - 2. If specified by valve Section, field test equipment to demonstrate operation without undue leakage, noise, vibration, or overheating.
 - 3. Engineer will witness field testing.

END OF SECTION

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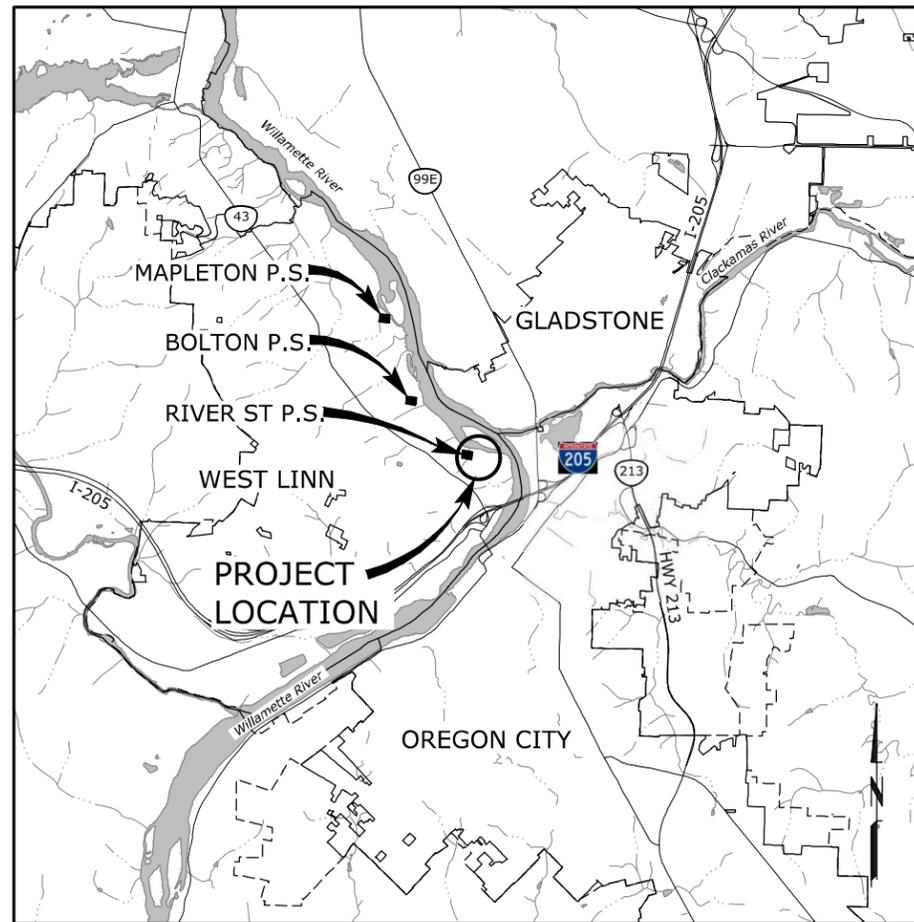
PUMP STATION REHABILITATION AND UPGRADES PROJECT

BOLTON AND RIVER ST FORCE MAINS - CARV VAULT 4 AND INTERTIE VALVES

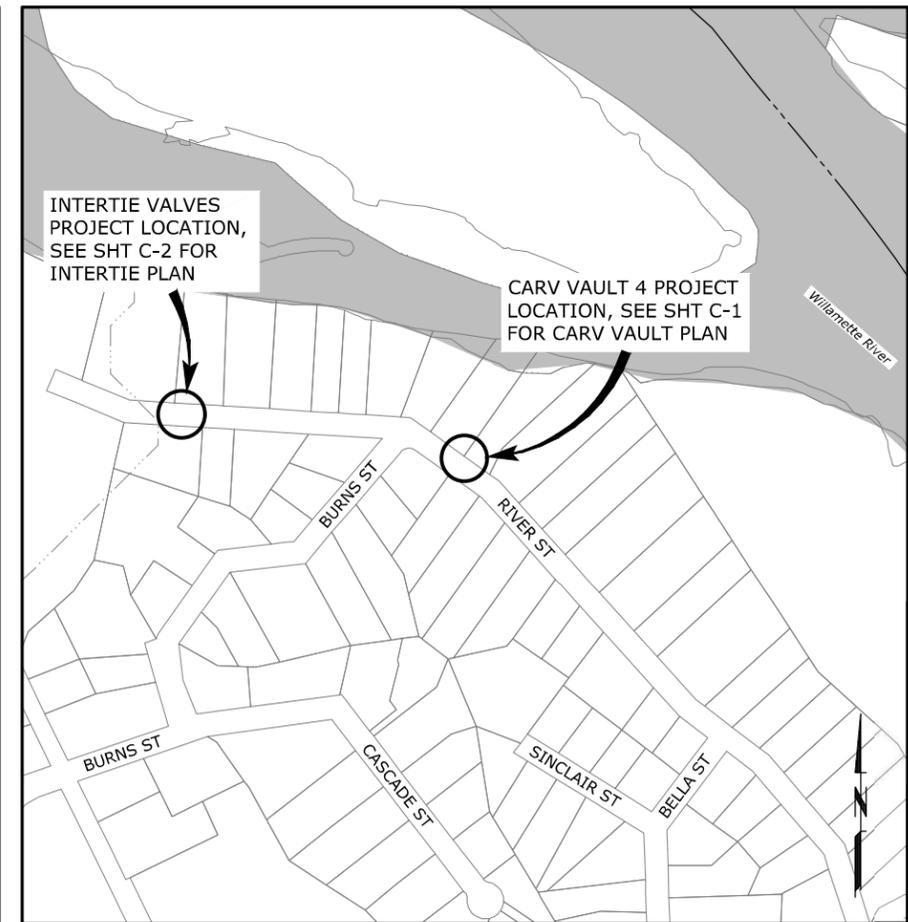
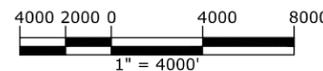
AUGUST 2021

INDEX OF DRAWINGS

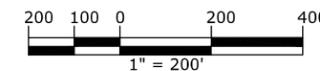
GENERAL		
1	G-1	COVER SHEET, INDEX OF DRAWINGS, LOCATION MAP AND VICINITY MAP
2	G-2	SYMBOLS AND LEGEND
3	G-3	GENERAL NOTES AND ABBREVIATIONS
EROSION AND SEDIMENT CONTROL		
4	ESC-1	EROSION CONTROL NOTES AND DETAILS
5	ESC-2	EROSION CONTROL PLAN
CIVIL		
6	C-1	CARV VAULT PLAN AND DETAILS
7	C-2	INTERTIE VALVES PLAN AND DETAILS
MECHANICAL		
8	M-1	DEMOLITION PLAN AND SECTION
9	M-2	MECHANICAL PLAN AND SECTION
DETAILS		
10	D-1	MISCELLANEOUS DETAILS



VICINITY MAP



LOCATION MAP



Know what's below.
Call before you dig.

	NO.	DATE	REVISION	BY
	DESIGNED: FC	DRAWN: JCC	CHECKED: TTT	APPROVED: AJC
<p>PUMP STATION REHABILITATION AND UPGRADES PROJECT BOLTON AND RIVER ST FORCE MAINS - CARV VAULT 4 AND INTERTIE VALVES</p>				<p>SHEET G-1 1 of 10</p>
<p>COVER SHEET, INDEX OF DRAWINGS, LOCATION MAP AND VICINITY MAP</p>				<p>PROJECT: 19-2679 DATE: JULY 2021</p>

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PIPE & FITTING SYMBOLS

PLANT	SCHEMATIC	
		WELDED JOINT
		FLANGED JOINT
		MECHANICAL JOINT
		PUSH-ON JOINT (RUBBER GASKET)
		FLANGED COUPLING ADAPTER
		FLEXIBLE COUPLING W/ THRUST RING
		90° BEND UP
		90° BEND DOWN
		TEE UP
		TEE DOWN
		LATERAL UP
		LATERAL DOWN
		CONCENTRIC REDUCER
		ECCENTRIC REDUCER
		UNION
		BLIND FLANGE
		CAP
		LONG SLEEVE
		FLEXIBLE COUPLING
		FITTING (45°)

VALVE SYMBOLS

PLANT	SCHEMATIC	
		GATE VALVE
		BALL VALVE
		PLUG VALVE
		CHECK VALVE
		SWING CHECK VALVE
		DOUBLE CHECK ASSEMBLY
		SOLENOID VALVE
		HOSE VALVE
		REDUCED PRESSURE BACKFLOW PREVENTER W/ GATE VALVES
		HOSE BIBB

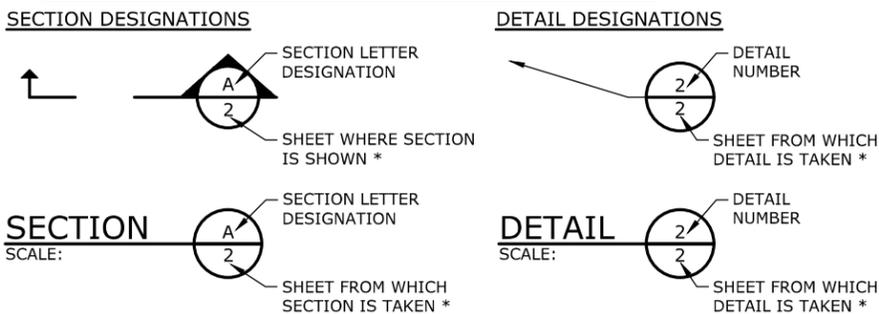
MISCELLANEOUS PIPING SYMBOLS

	PRESSURE GAUGE ASSEMBLY
	PRESSURE GAUGE & TRANSMITTER ASSEMBLY
	METER

TOPOGRAPHIC LEGEND

	EXISTING	PROPOSED	EXISTING	PROPOSED
WATERLINE	--- 10"W ---	--- 12"DI W ---	TREE DECIDUOUS	
ELECTRICITY	--- E ---	--- E ---	TREE CONIFEROUS	
GAS	--- 4"G ---		TREE TO BE REMOVED	
TELEPHONE/TELEMETRY	--- T ---		SURFACE ELEVATION	+ 176.63
CABLE TELEVISION	--- CATV ---		ESC BIOBAG INLET PROTECTION	
SANITARY SEWER LINE	--- 8"SS ---	--- 8"SS ---	AC REMOVAL	
SANITARY SEWER FORCE MAIN	--- 6"FM ---	--- 6"FM ---	AREA OF DEMOLITION	
STORM DRAIN	--- 8"SD ---	--- 8"SD ---		
CULVERT	--- 18"D ---	--- 18"D ---		
SAWCUT	--- SAWCUT ---	--- SAWCUT ---		
ABANDON STRUCTURE OR PIPE	--- ABANDON ---	--- ABANDON ---		
REMOVE STRUCTURE OR PIPE	--- REMOVE ---	--- REMOVE ---		
DRAINAGE DITCH	--- DITCH ---	--- DITCH ---		
TEMPORARY CHAIN LINK FENCE	--- CHAIN LINK ---	--- CHAIN LINK ---		
CHAIN LINK FENCE	--- CHAIN LINK ---	--- CHAIN LINK ---		
TEMPORARY SILT FENCE	--- SILT FENCE ---	--- SILT FENCE ---		
GUARDRAIL	--- GUARDRAIL ---	--- GUARDRAIL ---		
ROCK WALL	--- ROCK WALL ---	--- ROCK WALL ---		
TREE/BUSH LINE	--- TREE/BUSH ---	--- TREE/BUSH ---		
CENTERLINE	--- CENTERLINE ---	--- CENTERLINE ---		
EASEMENT/PROPERTY LINE	--- EASEMENT ---	--- EASEMENT ---		
RIGHT-OF-WAY	--- RIGHT-OF-WAY ---	--- RIGHT-OF-WAY ---		
EDGE OF PAVEMENT/AC	--- PAVEMENT ---	--- PAVEMENT ---		
EDGE OF GRAVEL	--- GRAVEL ---	--- GRAVEL ---		
CURB	--- CURB ---	--- CURB ---		
SIDEWALK	--- S/W ---	--- S/W ---		
STRUCTURE OR FACILITY	--- STRUCTURE ---	--- STRUCTURE ---		
NON-JURISDICTIONAL WETLAND	--- WETLAND ---	--- WETLAND ---		
JURISDICTIONAL WETLAND	--- WETLAND ---	--- WETLAND ---		
CONTOUR MINOR	--- 199 ---	--- 199 ---		
CONTOUR MAJOR	--- 200 ---	--- 200 ---		
MANHOLE	○	●		
CLEAN-OUT	○	○		
CATCH BASIN/FIELD INLET	□	■		
THRUST BLOCK	△	▲		
VALVE	⊗	⊙		
REDUCER	▽	▽		
BLOW-OFF ASSEMBLY	⊕	⊕		
AIR RELEASE ASSEMBLY	⊕	⊕		
FIRE HYDRANT ASSEMBLY	⊕	⊕		
WATER METER	⊕	⊕		
PULL BOX/JUNCTION BOX	⊕	⊕		
UTILITY POLE	⊕	⊕		
GUY WIRE	↑	↑		
LIGHT POST	⊕	⊕		
MAILBOX	⊕	⊕		
SIGN	⊕	⊕		
BENCHMARK	⊕	⊕		

SECTION AND DETAIL DESIGNATIONS



* NOTE: IF PLAN AND SECTION FOR DETAIL CALL-OUT AND DETAIL ARE SHOWN ON THE SAME DRAWING, DRAWING NUMBER IS REPLACED WITH A DASH.

BY:		NO. DATE		REVISION		SHEET	G-2	2 of 10
DESIGNED: JCC		DRAWN: JCC		CHECKED: TTT		APPROVED: AJC		
		SCALE VERT.: AS SHOWN HORIZ.: AS SHOWN NOTICE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE		SYMBOLS AND LEGEND		PUMP STATION REHABILITATION AND UPGRADES PROJECT BOLTON AND RIVER ST FORCE MAINS - CARV VAULT 4 AND INTERTIE VALVES		PROJECT: 19-2679 DATE: JULY 2021

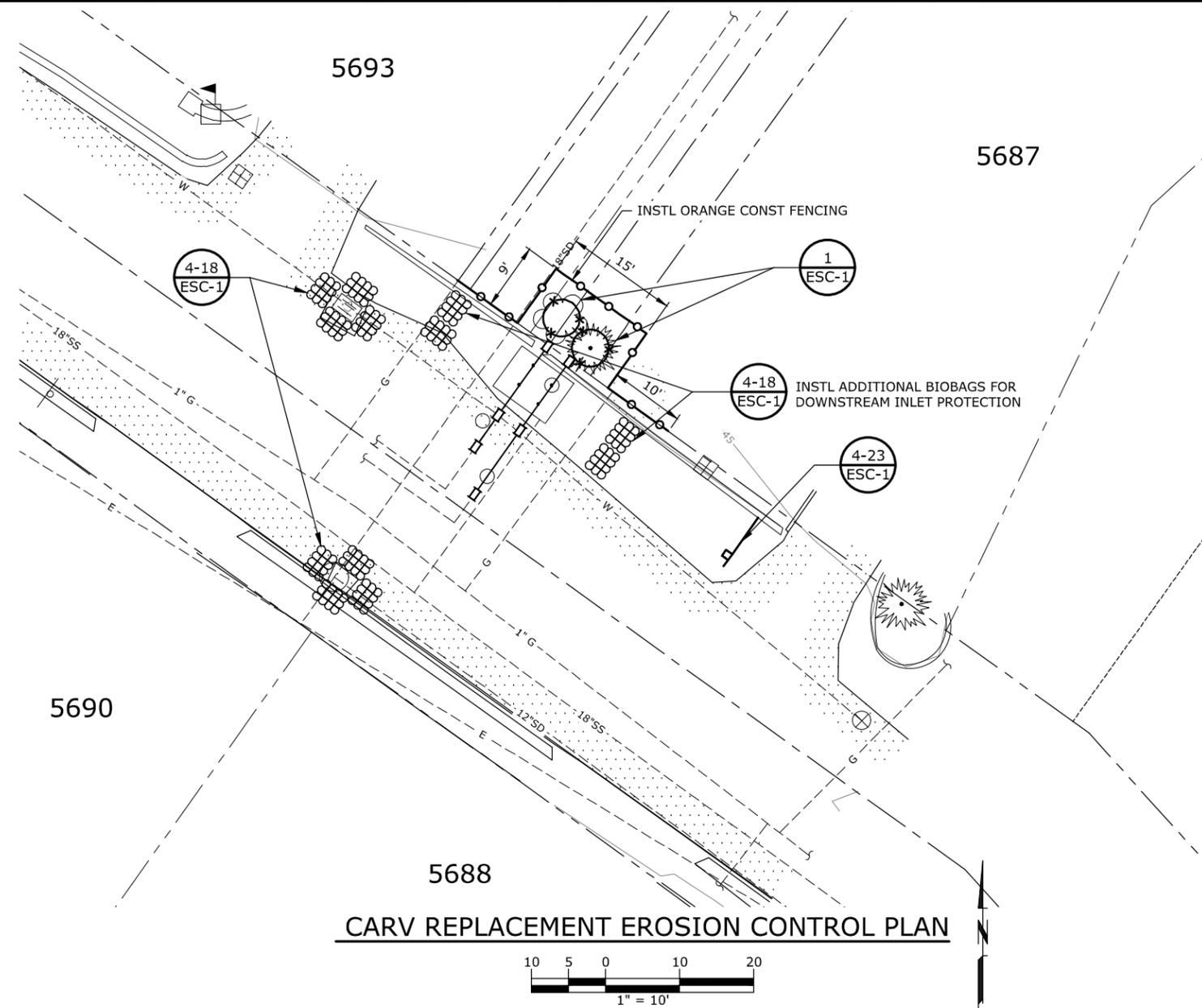
GENERAL NOTES

1. WES WILL APPLY AND PAY FOR RIGHT OF WAY, BUILDING AND TRADE PERMITS REQUIRED FOR THIS PROJECT. THE CONTRACTOR SHALL OBTAIN THE PERMITS DURING CONSTRUCTION, COORDINATE INSPECTION, AND GAIN APPROVAL.
2. THE LOCATIONS OF SOME EXISTING UNDERGROUND FACILITIES SHOWN ON THE PLANS ARE BASED ON DIGITIZED AS-BUILT RECORDS. LOCATIONS ARE NOT GUARANTEED TO BE COMPLETE OR ACCURATE. THE CONTRACTOR SHALL VERIFY LOCATIONS, ELEVATIONS, TYPE AND SIZES OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS NOT SHOWN ON THE PLANS AND THE NEED TO ADJUST INSTALLATION ACCORDINGLY. CONTRACTOR SHALL PROVIDE 72 HOUR NOTICE TO ENGINEER AND THE AFFECTED UTILITY. CONTRACTOR SHALL ARRANGE FOR THE RELOCATION OF ANY UTILITIES IN CONFLICT WITH THE PROPOSED CONSTRUCTION.
3. ATTENTION: OREGON LAW REQUIRES THE CONTRACTOR TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. THE CONTRACTOR MAY OBTAIN COPIES OF THE RULES BY CALLING THE UTILITY NOTIFICATION CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 503-246-6699.)
4. CONTRACTOR SHALL MAINTAIN, RELOCATE OR REPLACE EXISTING PROPERTY CORNERS, SURVEY MONUMENTS AND CONTROL POINTS AT NO ADDITIONAL COST TO WES.
5. CONTRACTOR SHALL KEEP AND MAINTAIN A CURRENT SET OF DRAWINGS ON SITE. CONTRACTOR TO KEEP ACCURATE "AS-BUILT" RECORD COPY OF PLANS. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL SUBMIT A CLEAN SET OF FIELD RECORD DRAWINGS CONTAINING ALL AS-BUILT INFORMATION FOR USE IN THE PREPARATION OF AS-BUILT DRAWINGS FOR SUBMITTAL TO WES.
6. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL HOMES AND BUSINESSES AT ALL TIMES. WES WILL PROVIDE NOTICE TO ALL PROPERTY OWNERS IN ADVANCE OF STARTING WORK.
7. CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS BEFORE STARTING CONSTRUCTION, AND 24 HOURS BEFORE RESUMING WORK AFTER SHUTDOWNS EXCEPT FOR NORMAL RESUMPTION OF WORK FOLLOWING SATURDAYS, SUNDAYS, OR HOLIDAYS. CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO ANY TESTING OR REQUIRED INSPECTION.
8. ANY ALTERATION OR VARIANCE FROM THESE PLANS, EXCEPT MINOR FIELD ADJUSTMENT NOT AFFECTING DESIGN NEEDED TO MEET EXISTING FIELD CONDITIONS, SHALL FIRST BE APPROVED BY THE ENGINEER. ANY ALTERATIONS OR VARIANCE FROM THESE PLANS SHALL BE DOCUMENTED ON CONSTRUCTION FIELD PRINTS AND TRANSMITTED TO THE ENGINEER. ANY PROPOSED CHANGE IN CONSTRUCTION PLANS MUST BE SUBMITTED IN WRITING AND APPROVED BY ENGINEER PRIOR TO COMMENCING WORK.
9. THE CONTRACTOR SHALL DISPOSE OF ALL REMOVED OR REPLACED MATERIAL AND EQUIPMENT IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, EXCEPT THOSE ITEMS DESIGNATED BY THE OWNER FOR SALVAGING. SALVAGED ITEMS SHALL REMAIN THE PROPERTY OF THE OWNER, AND SHALL BE CAREFULLY REMOVED AND STORED AS DIRECTED.
10. CONTRACTOR SHALL RESTORE ALL STRUCTURES, LOTS, SWALES, DITCHES, CURBS, FENCES, WALLS, MAILBOXES, SIGNS, POLES, GUY WIRES, PIPING, AND UTILITIES DISTURBED DURING CONSTRUCTION TO EXISTING CONDITIONS UNLESS OTHERWISE SPECIFIED.
11. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY OF WEST LINN FOR APPROVAL. A COPY OF THE APPROVED TRAFFIC CONTROL PLAN SHALL BE PROVIDED TO THE ENGINEER AND AVAILABLE AT THE WORK SITE. THE CITY OF WEST LINN OR WES RESERVES THE RIGHT TO ADD TO OR MODIFY TRAFFIC CONTROL REQUIREMENTS AS MAY BE NECESSARY TO EFFECTIVELY CONTROL TRAFFIC AND TO ASSURE PUBLIC SAFETY.
12. CONTRACTOR SHALL PROTECT TRAFFIC AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL ERECT AND MAINTAIN TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE APPROVED TRAFFIC CONTROL PLAN AND THE MUTCD (INCLUDING OREGON SUPPLEMENTS). ALL TRAFFIC CONTROL MEASURES SHALL BE APPROVED AND IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITY.
13. CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION AND SEDIMENTATION CONTROL (ESC) MEASURES DURING CONSTRUCTION (ANY TIME OF YEAR) PER THE REQUIREMENTS OF OREGON DEQ, THE COUNTY AND THE ENGINEER. MINIMUM MEASURES ARE SHOWN ON THE PLANS. CONTRACTOR SHALL IMPLEMENT ADDITIONAL MEASURES AS REQUIRED. CONTRACTOR SHALL SUBMIT ESC PLAN FOR REVIEW.
14. ALL REFERENCED CLACKAMAS COUNTY STANDARD DETAILS ARE INCLUDED AS PART OF THE CONTRACT DOCUMENTS.
15. AT THE END OF EACH WORKDAY, ALL TRENCHES AND EXCAVATIONS SHALL BE TEMPORARILY COVERED AS REQUIRED BY THE RIGHT OF WAY PERMIT. NO TRENCH, ON SITE OR OFF-SITE, SHALL BE LEFT AT ANY TIME IN AN UNSAFE CONDITION. CONTRACTOR IS RESPONSIBLE FOR AND IS LIABLE FOR HAZARDS OR DAMAGE RESULTING FROM THE EXECUTION OF THE WORK.
16. THE CONTRACTOR SHALL DEVELOP A LAYOUT FOR CONSTRUCTION, INCLUDING EXACT COMPONENT LOCATION, WORKING POINTS, LINES AND ELEVATIONS. PRIOR TO CONSTRUCTION, THE FIELD LAYOUT SHALL BE APPROVED BY THE WES INSPECTOR.

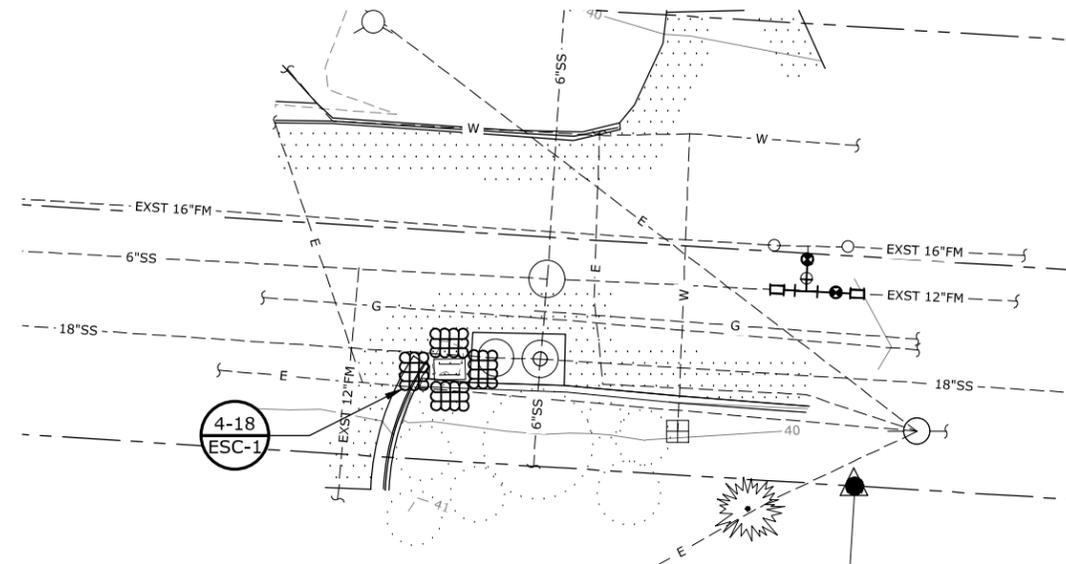
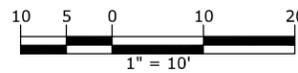
ABBREVIATIONS

AB	ANCHOR BOLT	MATL	MATERIAL
ABAN(D)	ABANDON(ED)	MAX	MAXIMUM
AC	ASPHALTIC CONCRETE	MB	MAILBOX
ACP	ASPHALTIC CONCRETE PAVEMENT	MECH	MECHANICAL
AL	ALUMINUM	MFR	MANUFACTURER
APPROX	APPROXIMATELY	MH	MANHOLE
APPVD	APPROVED	MIN	MINIMUM
ASPH	ASPHALT(IC)	MJ	MECHANICAL JOINT
ASSY	ASSEMBLY	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
AWWA	AMERICAN WATER WORKS ASSOCIATION		
		NTS	NOT TO SCALE
BC	BOTTOM OF CURB	NIC	NOT IN CONTRACT
BCR	BEGIN CURB RETURN	NWN	NORTHWEST NATURAL GAS
BETW	BETWEEN		
BFILL	BACKFILL	OC	ON CENTER
BL	BIKE LANE	OD	OUTSIDE DIAMETER
BLDG	BUILDING	ODOT	OREGON DEPARTMENT OF TRANSPORTATION
BMP5	BEST MANAGEMENT PRACTICES	OF	OVERFLOW
BOW	BACK OF WALK	OVHD	OVERHEAD LINE
BRK	BREAK		
BTM	BOTTOM	PC	POINT OF CURVATURE
BV	BALL VALVE	PCC	PORTLAND CEMENT CONCRETE
		PE	PLAIN END
C&G	CURB AND GUTTER	PERF	PERFORATED
CARV	COMBINATION AIR RELEASE VALVE	PERP	PERPENDICULAR
CB	CATCH BASIN	PGE	PORTLAND GENERAL ELECTRIC
CDF	CONTROLLED DENSITY FILL	PK	PARKING
CI	CAST IRON	PL	PROPERTY LINE
CIPP	CAST IN PLACE PIPE	PROP	PROPOSED
CJ	CONTROL JOINT	PSI	POUNDS PER SQUARE INCH
CL	CENTER LINE / CLASS	PT	POINT OF TANGENCY
CLR	CLEARANCE	PVC	POLYVINYL CHLORIDE
CLSM	CONTROLLED LOW STRENGTH MATERIAL	PVI	POINT OF VERTICAL CURVATURE
		PVMT	PAVEMENT
CND	CONDUIT	PW	PUBLIC WORKS
COM	COMMUNICATIONS		
CONC	CONCRETE	RCP	REINFORCED CONCRETE PIPE
CONST	CONSTRUCT(ION)	RD	ROAD
COORD	COORDINATE	RDWY	ROADWAY
COP	COPPER	REINF	REINFORCE(D)(ING)(MENT)
CPLG	COUPLING	REQ'D	REQUIRED
CR	CRUSHED ROCK	RESTR	RESTRAIN(ED)
CSP	CONCRETE SEWER PIPE	RFP	REINFORCED FIBERGLASS PRODUCTS
CY	CUBIC YARD	RT	RIGHT
		RTL	RIGHT TURN LANE
D	DRAIN	R/W, ROW	RIGHT OF WAY
DET	DETAIL		
DFL	DOUGLAS FIR LARCH	SCHED	SCHEDULE
DI	DUCTILE IRON	SD	STORM DRAIN
DIA	DIAMETER	SDMH	STORM DRAIN MANHOLE
DIM	DIMENSION	SH	SHOULDER
DP	DIAMOND PLATE	SHT	SHEET
DWG	DRAWING	SIG	SIGNAL
DWY	DRIVEWAY	SLP	SLOPE
		SLV	SLEEVE
E	EXPOSURE / EAST	SPECS	SPECIFICATIONS
EA	EACH	SQ	SQUARE
ECR	END CURB RETURN	SRVC	SERVICE
EL/ELEV	ELEVATION	SS	SANITARY SEWER
EOP	EDGE OF PAVEMENT	SSCO	SANITARY SERVICE CLEANOUT
EQ	EQUAL	SSMH	SANITARY SEWER MANHOLE
ESC	EROSION SEDIMENT CONTROL	SST	STAINLESS STEEL
EXIST/	EXISTING	STA	STATION
EXST		STL	STEEL
		STD	STANDARD
FAB	FABRICATE (D)	S/W	SIDEWALK
FDN	FOUNDATION		
FITG	FITTING	T, TEL	TELEPHONE
FIN	FINISH	TB	THRUST BLOCK
FLG	FLANGE	TBD	TO BE DETERMINED
FO	FIBER OPTIC	TC	TOP OF CONC
FM	FORCE MAIN	TEMP	TEMPORARY
FRP	FIBERGLASS REINFORCED PRODUCT	THK	THICK/THICKNESS
		THRD	THREADED
FT	FOOT/FEET	THRU	THROUGH
FTG	FOOTING	TRANS	TRANSITION
		TYP	TYPICAL
G	GAS	UG	UNDERGROUND
GALV	GALVANIZED	UGP	UNDERGROUND POWER
GB	GRADE BREAK		
GEN	GENERAL	VARS	VARIES
GR	GRADE	VERT	VERTICAL(LY)
GRVL	GRAVEL		
HGT	HEIGHT	W	WATER
HMAC	HOT MIX ASPHALT CONCRETE	W/	WITH
HPT	HIGH POINT	W/IN	WITHIN
HWY	HIGHWAY	W/O	WITHOUT
		WES	WATER ENVIRONMENT SERVICES
IE	INVERT ELEVATION	WQ	WATER QUALITY
INSTL	INSTALL	WS	WATER SERVICE
IRR	IRRIGATION		
JT(S)	JOINT(S)		
L	LENGTH L		
LF	LINEAR FOOT		
LOC	LOCATION		
LPT	LOW POINT		
LS	LONG SLEEVE		
LT	LEFT		
LVC	LENGTH OF VERTICAL CURVE		

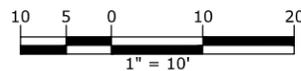
BY		REVISION		NO. DATE		DESIGNED: JCC DRAWN: JCC CHECKED: TTT APPROVED: AJC	SHEET G-3 3 of 10
				RENEWS 12-31-21			
SCALE		VERT.: AS SHOWN HORIZ.: AS SHOWN		NOTICE  IF THIS BAR DOES NOT MEASURE 1' THEN DRAWING IS NOT TO SCALE			
PUMP STATION REHABILITATION AND UPGRADES PROJECT BOLTON AND RIVER ST FORCE MAINS - CARV VAULT 4 AND INTERTIE VALVES				GENERAL NOTES AND ABBREVIATIONS			
				PROJECT: 19-2679 DATE: JULY 2021			



CARV REPLACEMENT EROSION CONTROL PLAN



INTERTIE REPLACEMENT EROSION CONTROL PLAN



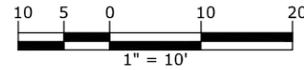
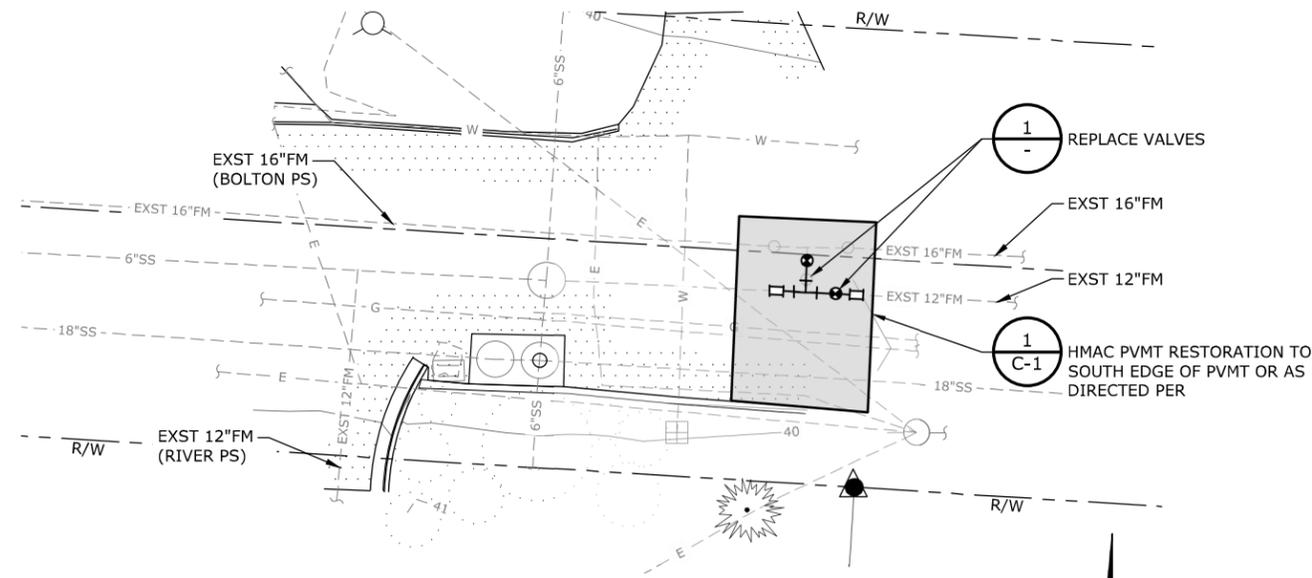
SHEET NOTES:

1. CONTRACTOR MAY USE RIVER STREET PUMP STATION AS A STORAGE/STAGING AREA IF REQUIRED. COORDINATE WITH WES.
2. CONTRACTOR SHALL ENSURE AN ARBORIST IS ON SITE DURING CONSTRUCTION WITHIN THE DRIPLINES OF THE TWO TREES WITHIN THE EASEMENT. COORDINATE WITH WES IF EITHER TREE IS REQUIRED TO BE REMOVED IN ORDER TO COMPLETE THE WORK.

LEGEND

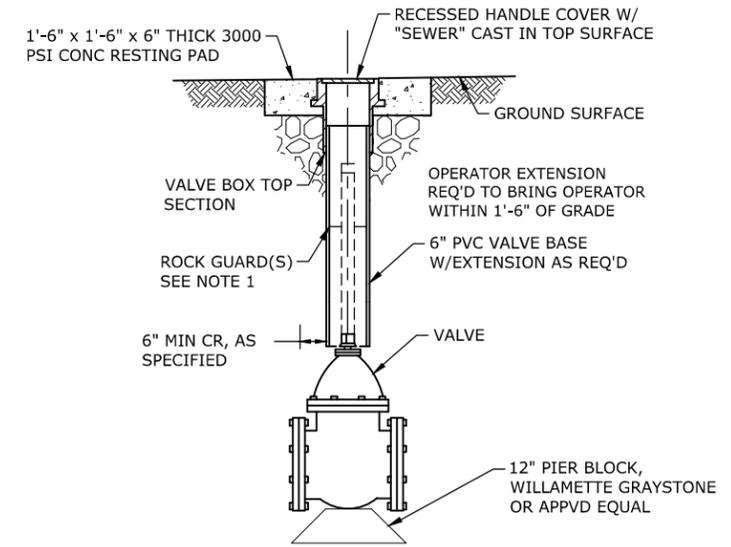
- INLET PROTECTION
- SEDIMENT FENCING
- TREE PROTECTION
- CONSTRUCTION FENCING

NO.	DATE	REVISION	BY
DESIGNED: FC	SHEET		
DRAWN: JCC	ESC-2		
CHECKED: TTT	5 of 10		
APPROVED: AJC			
SCALE	VERT.: AS SHOWN	HORIZ.: AS SHOWN	NOTICE
			IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE
PUMP STATION REHABILITATION AND UPGRADES PROJECT BOLTON AND RIVER ST FORCE MAINS - CARV VAULT 4 AND INTERTIE VALVES			
EROSION CONTROL PLAN			
PROJECT:	19-2679	DATE:	JULY 2021



INTERTIE REPLACEMENT SITE PLAN

- 1 - REPLACE VALVES
- EXST 16"FM
- EXST 12"FM
- 1 C-1 HMAc PvMT RESTORATION TO SOUTH EDGE OF PvMT OR AS DIRECTED PER

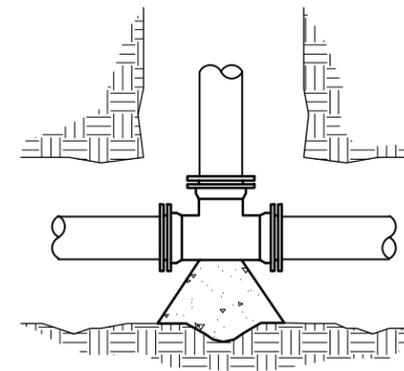


NOTE:

1. NO ROCK GUARD REQUIRED IF OPERATOR NUT WITHIN 36" OF FINISH GRADE. WHERE DEPTH FROM ROCK GUARD TO OPERATOR NUT IS GREATER THAN 6'-0", INSTALL SECOND ROCK GUARD.

VALVE BOX DETAIL 2

SCALE: NTS

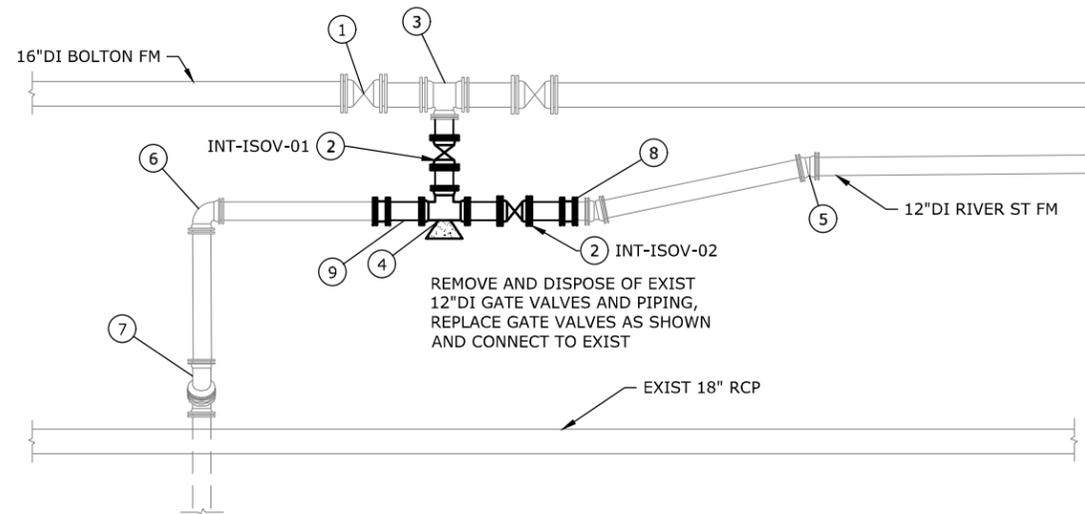


NOTES:

1. CONCRETE BLOCK TO BE POURED AGAINST UNDISTURBED EARTH.
2. CONCRETE TO BE 4,000 PSI COMPRESSIVE STRENGTH
3. INSTALL 30 MILL PLASTIC BETWEEN PIPE AND CONCRETE.
4. BEARING SURFAC SHALL BE 5 SQUARE FEET MINIMUM.
5. BLOCK VOLUME SHALL BE 3 CY MINIMUM

THRUST BLOCK DETAIL 3

SCALE: NTS



INTERTIE VALVE REPLACEMENT DETAIL 1

SCALE: NTS

KEY NOTES

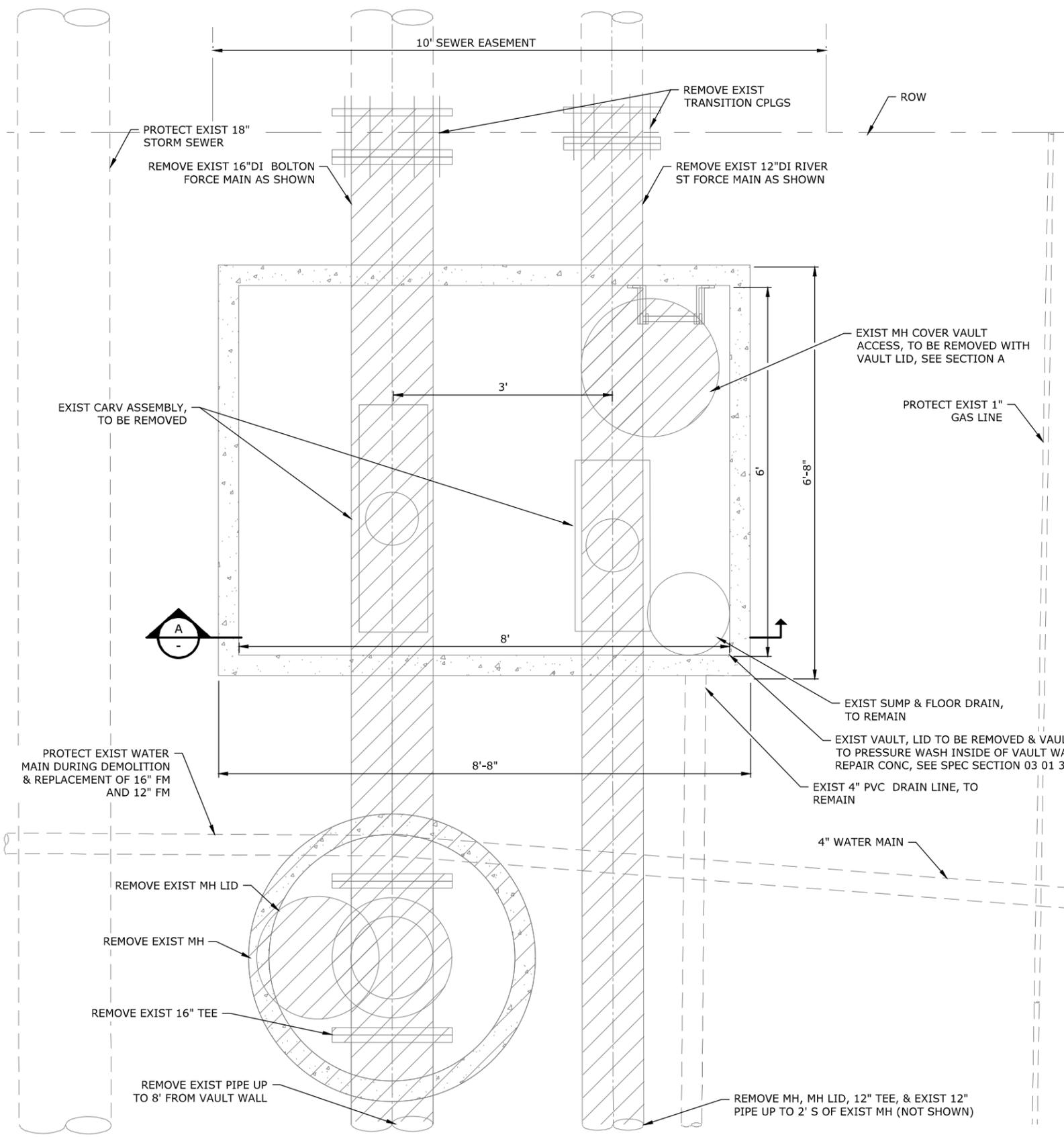
- 1 16"DI GATE VALVE, MJ, TYP OF 2, EXST
- 2 INSTL: 12"DI GATE VALVE, MJ, WITH VALVE BOX PER DET 2, THIS SHT, TYP OF 2
- 3 INSTL: 16"x16"x12"DI TEE, MJ, EXST
- 4 INSTL: 12"DI TEE, MJ, INSTL HORIZONTAL TB PER DET 3, THIS SHT
- 5 12"DI 11.25° BEND, MJ, TYP OF 2, EXST
- 6 12"DI 90° BEND, MJ, EXST
- 7 12"DI 45° BEND, MJ, VERT, TYP OF 2, EXST
- 8 INSTL: 12"DI LS, MJ, TYP OF 2
- 9 INSTL: 12"DI PIPE, PE, TYP OF 5, L AS NEEDED

NOTE:

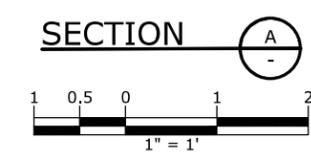
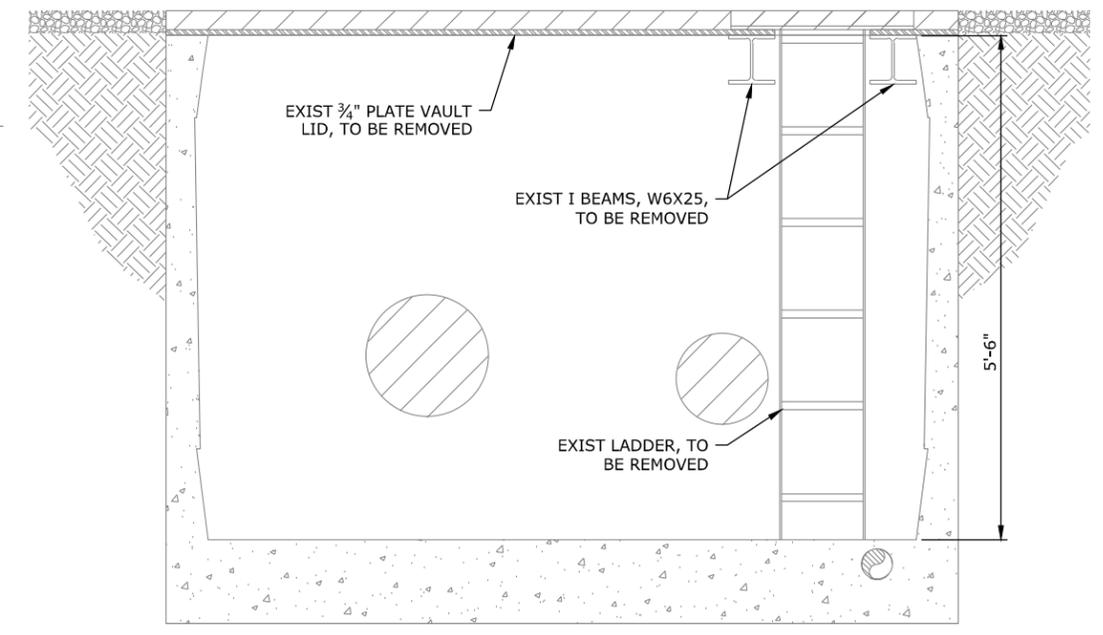
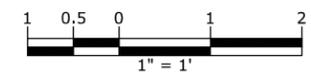
1. SEE SPECIFICATION SECTION 01 57 19.11 FOR INFORMATION ON BYPASSING OF THE FORCE MAINS.
2. BACKFILL TRENCHES WITH CLASS C BACKFILL PER STANDARD DETAIL SAN-003 ON SHEET D-1.

NO. DATE REVISION	BY DESIGNED: JCC DRAWN: JCC CHECKED: TTT APPROVED: AUC	SHEET C-2 7 of 10
SCALE: VERT: AS SHOWN HORIZ: AS SHOWN NOTICE: IF THIS BAR DOES NOT MEASURE 1", THEN DRAWING IS NOT TO SCALE		
PUMP STATION REHABILITATION AND UPGRADES BOLTON AND RIVER ST FORCE MAINS - CARV VAULT 4 AND INTERTIE VALVES		
INTERTIE VALVES PLAN AND DETAILS		
		DATE: JULY 2021 PROJECT: 19-2679

G:\PDX_Projects\19\2679 - Clackamas County - WES - Pump Station Rehabilitation and Upgrades\CAD\Sheets\Bolton PS\19-2679-OR-BOLTON-M.dwg M-1 8/4/2021 7:53 AM NICK.MCFADDIN 23.0s (LMS Tech)

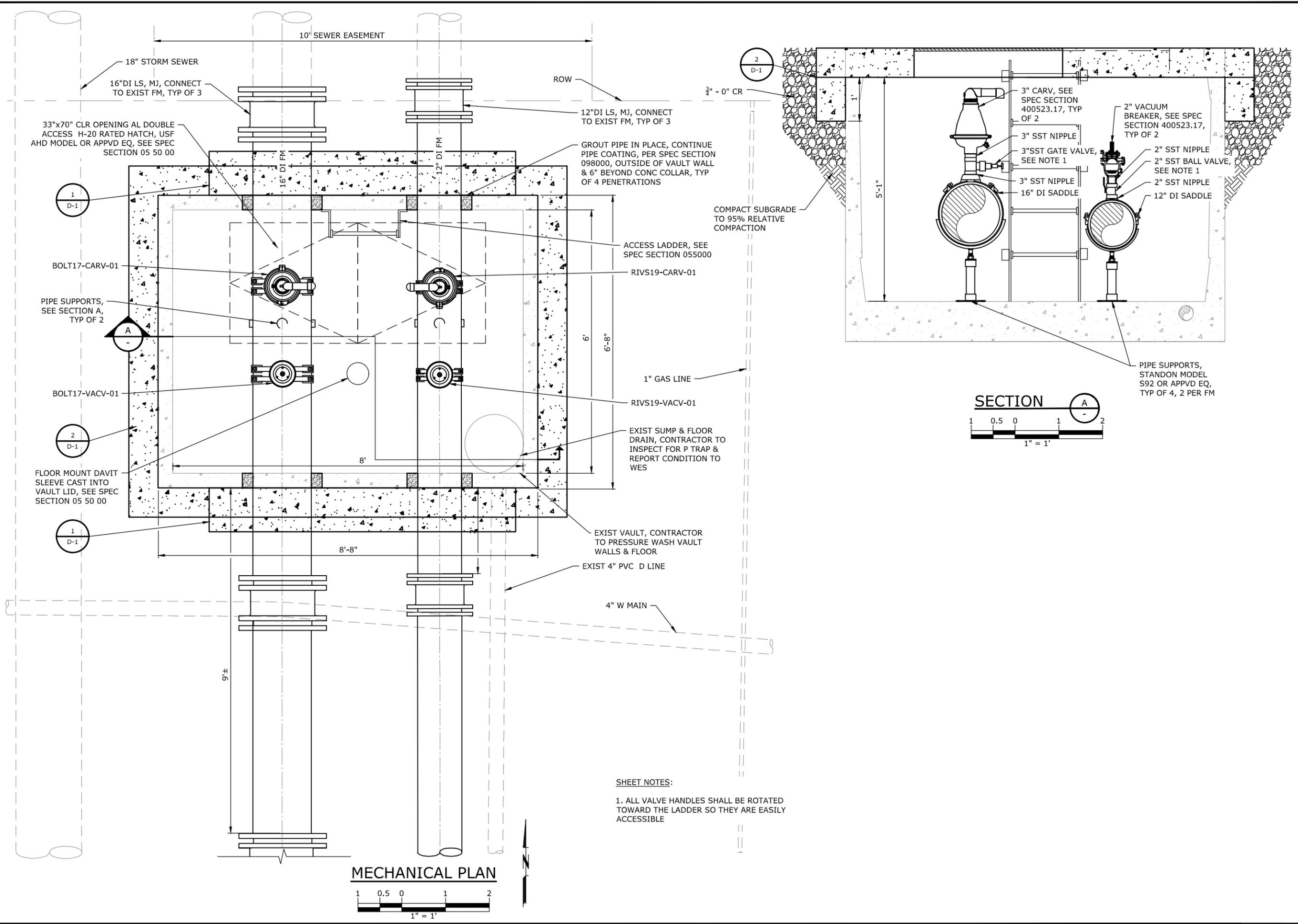


VAULT DEMOLITION PLAN



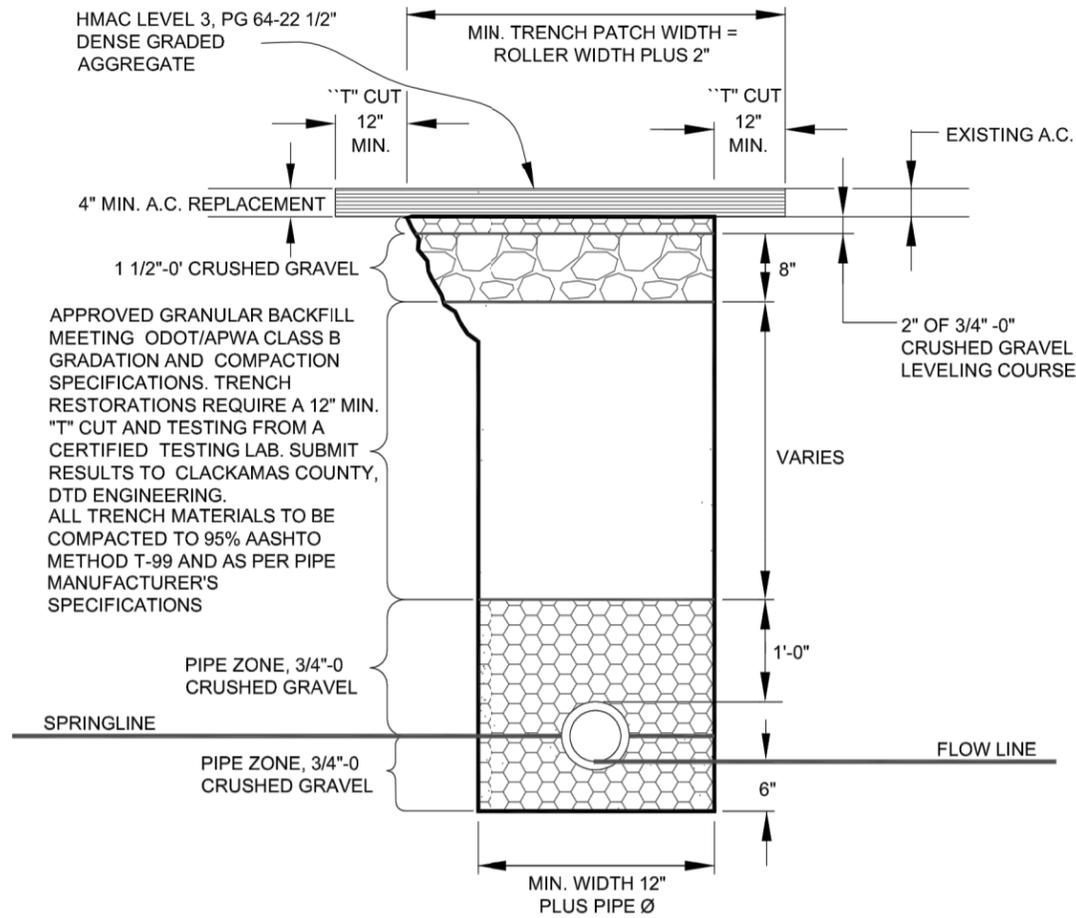
	PROJECT: 19-2679	DATE: JULY 2021
	DEMOLITION PLAN AND SECTION	
PUMP STATION REHABILITATION AND UPGRADES PROJECT BOLTON AND RIVER ST FORCE MAINS - CARV VAULT 4 AND INTERIE VALVES		
SCALE VERT.: AS SHOWN HORIZ.: AS SHOWN	NOTICE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	NO. DATE REVISION
REGISTERED PROFESSIONAL ENGINEER Adam C. Adams 2021.08.04 00000833	DESIGNED: FCC DRAWN: JCC CHECKED: TTT APPROVED: AJC	SHEET M-1 8 of 10

G:\PDX_Projects\19\2679 - Clackamas County - WES - Pump Station Rehabilitation and Upgrades\CAD\Sheets\Bolton PS\19-2679-OR-BOLTON-M.dwg M-2 8/9/2021 9:02 AM NICK.MCFADDIN 23.0s (LMS Tech)



NO.	DATE	REVISION
DESIGNED: DWK	CHECKED: AIC	APPROVED: XXX
DRAWN: MBE		
PUMP STATION REHABILITATION AND UPGRADES PROJECT BOLTON AND RIVER ST FORCE MAINS - CARV VAULT 4 AND INTERIE VALVES		
MECHANICAL PLAN AND SECTION		
PROJECT:	19-2679	DATE:
		JULY 2021
		SHEET M-2 9 of 10

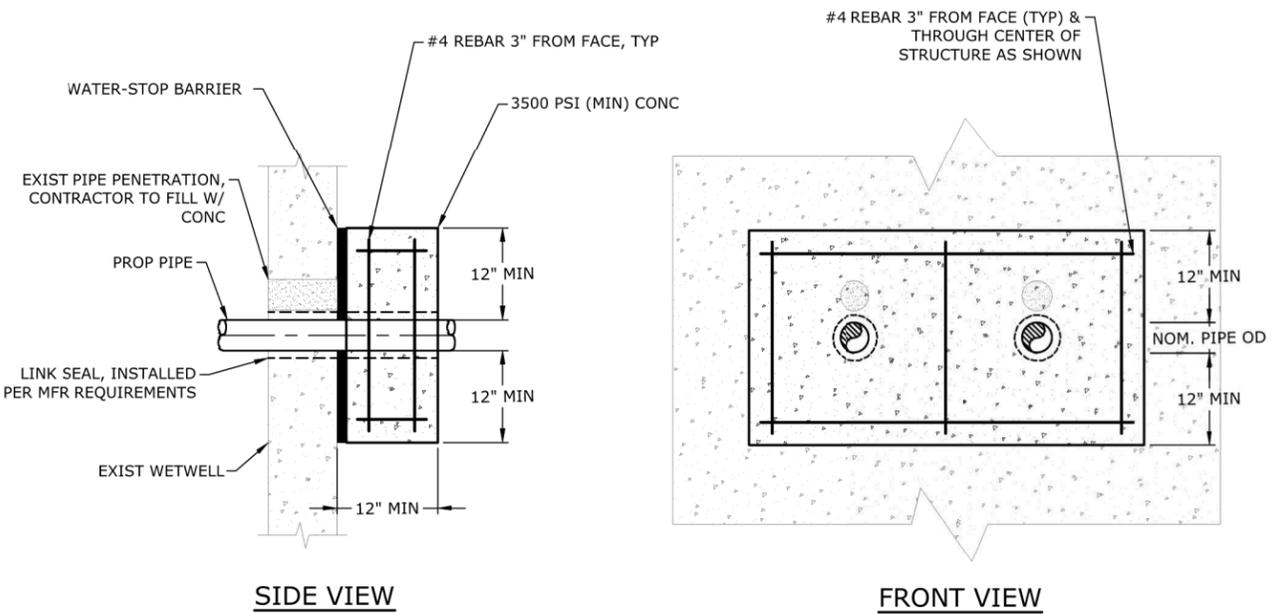
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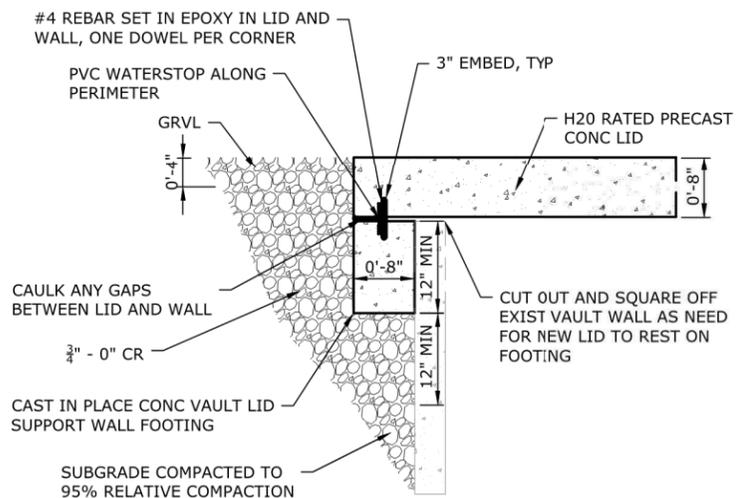
BACKFILL-CLASS "C"

NOTES

1. THE EXISTING A.C. SHALL BE SAWCUT THROUGH ENTIRE A.C. SECTION PRIOR TO EXCAVATION.
2. BACKFILL IN PIPE ZONE SHALL BE PLACED IN MAXIMUM 6" LIFTS AND COMPACTED.
3. TRENCH BACKFILL SHALL BE PLACED IN MAXIMUM 12" LIFTS TO 95% DENSITY.
4. THE USE OF CONTROL DENSITY FILL SHALL BE DETERMINED BY CLACKAMAS COUNTY, REFER TO STANDARD DRAWING U-250.
5. SAWCUT EDGES TO BE TACKED WITH HOT LIQUID ASPHALT.
6. WORK RESULTING IN IRREGULAR TRENCH WIDTHS OR INCIDENTAL DAMAGE TO THE ROADWAY SURFACE WILL REQUIRE ANOTHER SAWCUT AND SUBSEQUENT REMOVAL OF A.C. THE SAWCUT LINE SHALL BE APPROVED BY CLACKAMAS COUNTY PRIOR TO THE PERMANENT A.C. REPAIR.
7. RESTORE A.C. SECTION WITH 4" OF 1/2" DENSE GRADED AGGREGATE MIX OR AN EQUAL THICKNESS OF THAT REMOVED WHICHEVER IS GREATER, PLACE A.C. IN MAXIMUM 2" LIFTS.
8. A.C. JOINTS/SEAMS SHALL BE SEALED WITH HOT LIQUID ASPHALT, OR APPROVED EQUAL, AND SANDED.
9. CLACKAMAS COUNTY SHALL BE NOTIFIED FOR INSPECTION.



CONCRETE FORCE MAIN OUTLET REINFORCEMENT DETAIL 1
SCALE: NTS M-2



PRECAST LID DETAIL 2
SCALE: 1" = 1' M-2

BY	
NO.	REVISION
DATE	
DESIGNED: JCC	
DRAWN: JCC	
CHECKED: TTT	
APPROVED: AJC	
SHEET	D-1
	10 of 10



VERT. AS SHOWN	SCALE
HORIZ. AS SHOWN	
NOTICE	
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	

PUMP STATION REHABILITATION AND UPGRADES PROJECT
BOLTON AND RIVER ST FORCE MAINS - CARV VAULT 4 AND INTERIE VALVES
MISCELLANEOUS DETAILS

PROJECT: 19-2679 DATE: JULY 2021



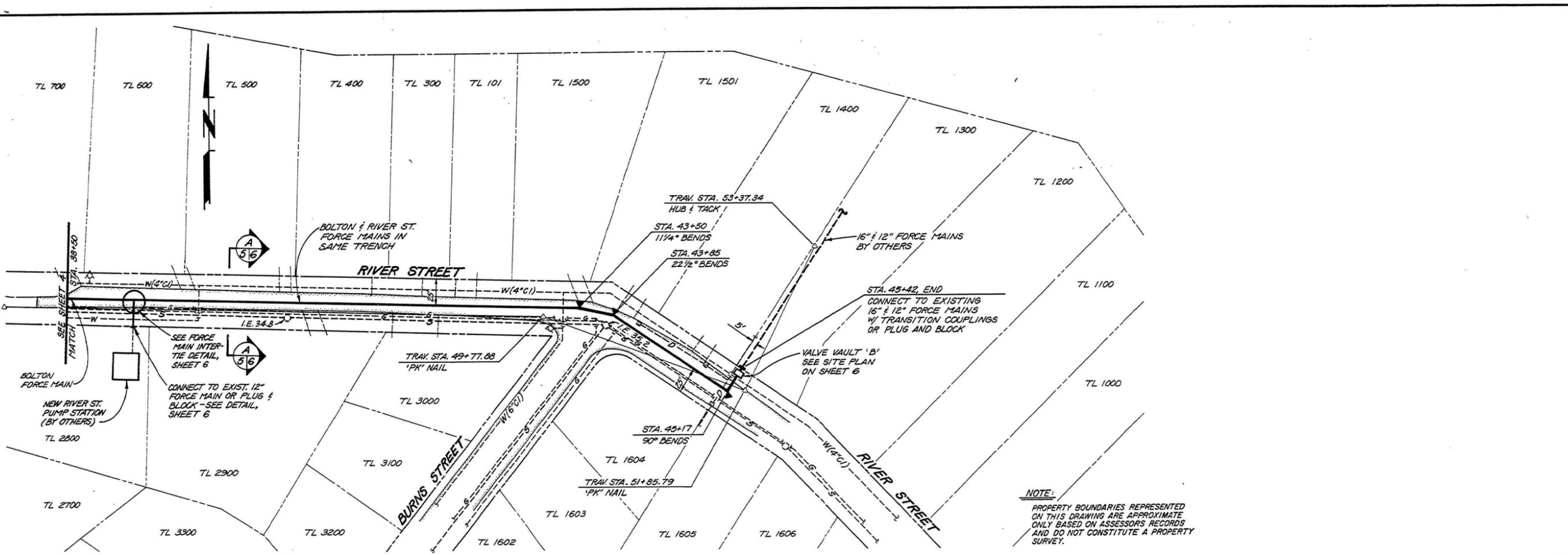
CLACKAMAS COUNTY
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

APPROVAL DATE: 2013 SCALE: N.T.S.
BACKFILL-CLASS "C"

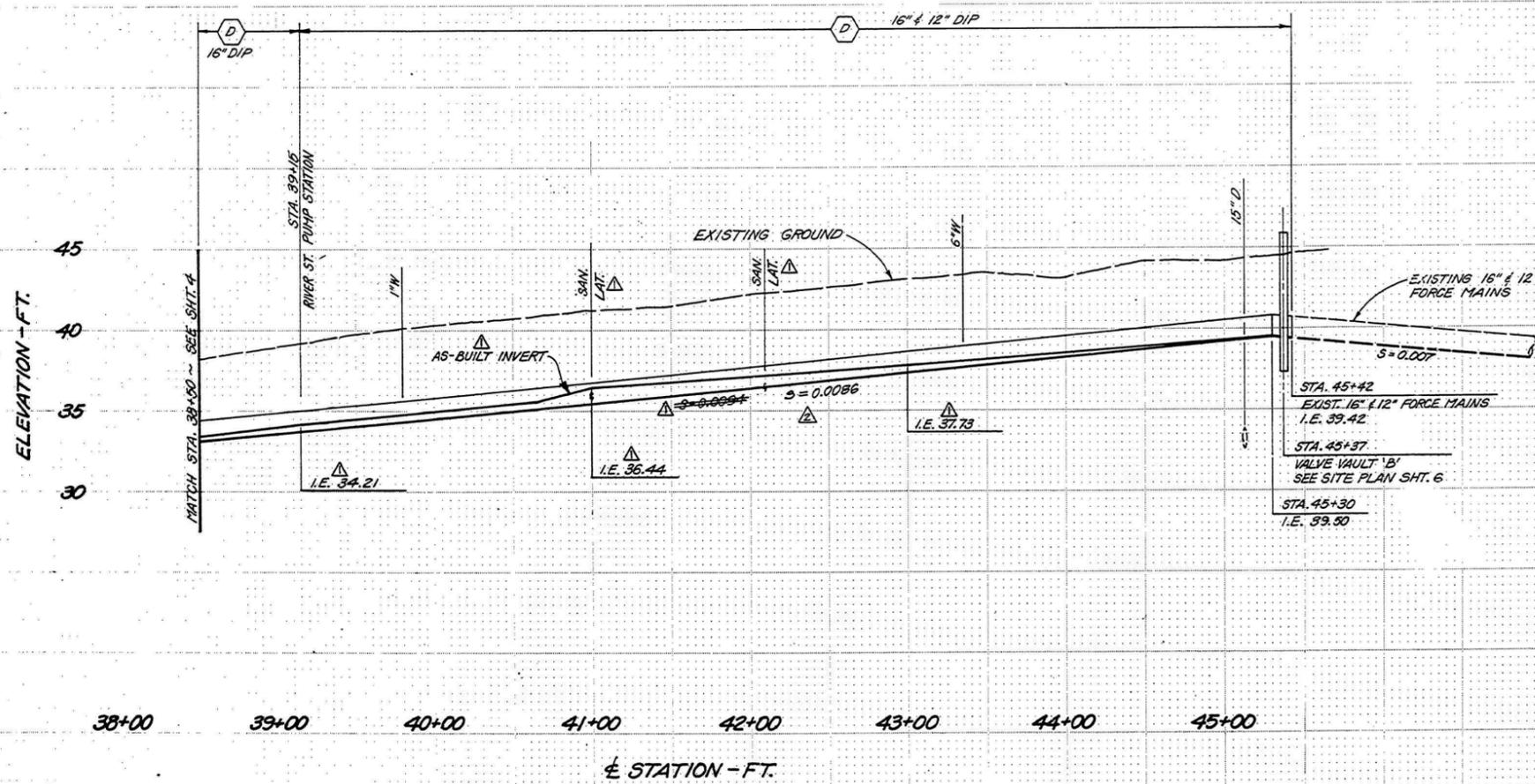
STANDARD DRAWING
SAN-003

SUPPLEMENTARY INFORMATION

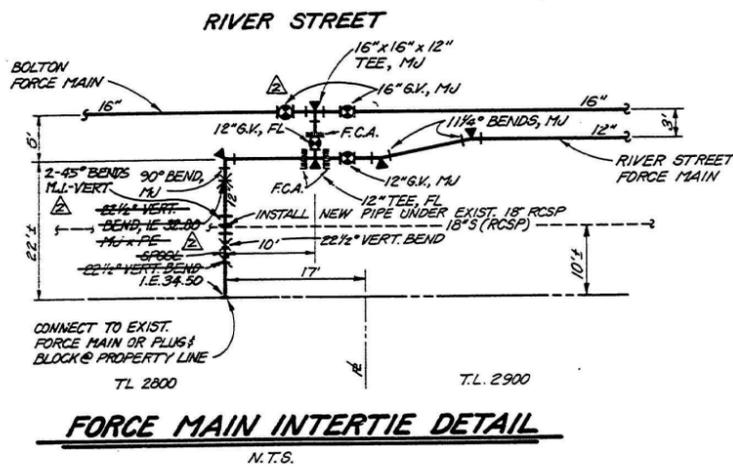
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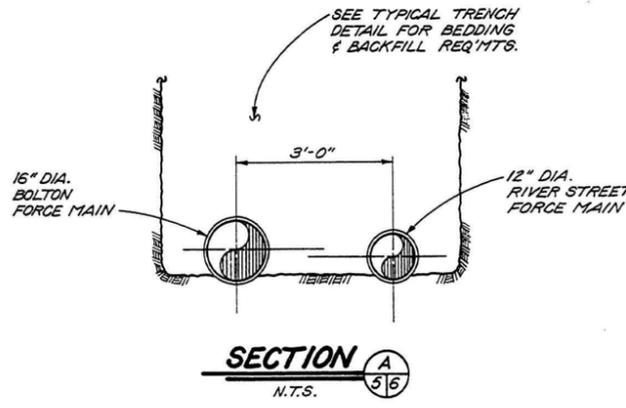
NOTE:
 PROPERTY BOUNDARIES REPRESENTED
 ON THIS DRAWING ARE APPROXIMATE
 ONLY BASED ON ASSESSORS RECORDS
 AND DO NOT CONSTITUTE A PROPERTY
 SURVEY.



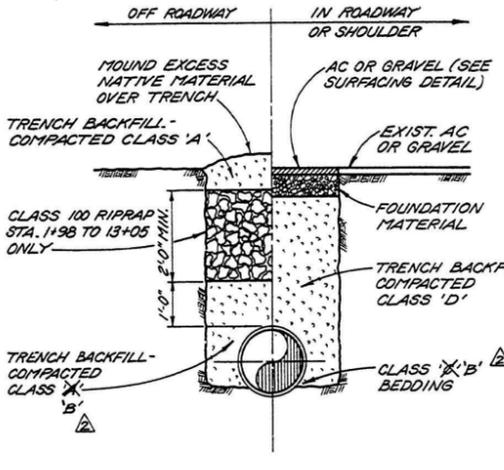
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SCALE	1" = 50' H., 1" = 5' V.						
PLAN & PROFILE STA. 38+50 to END							
TRI-CITY SERVICE DISTRICT CLACKAMAS COUNTY, OREGON BOLTON AND RIVER STREET FORCE MAINS							
MURRAY SMITH ASSOCIATES Engineers/Planners 1800 S.W. First Suite 500 Portland, Oregon 97201 503-225-5000							
MSA							
SHEET							
5 of 8							
FILE NO.							
83-0064/65.20							



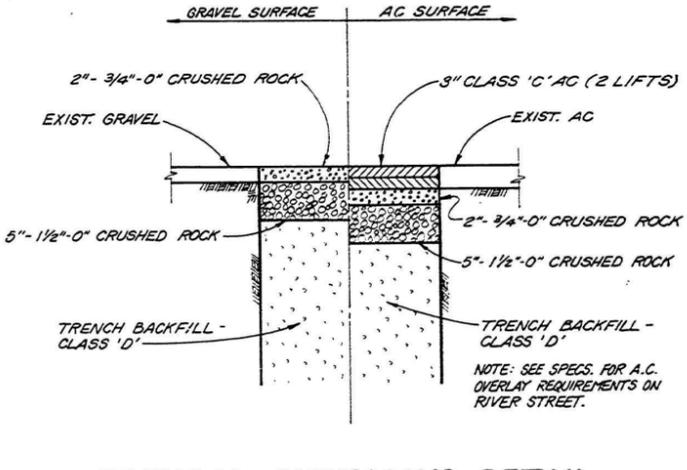
FORCE MAIN INTERTIE DETAIL
N.T.S.



SECTION A-A
N.T.S.



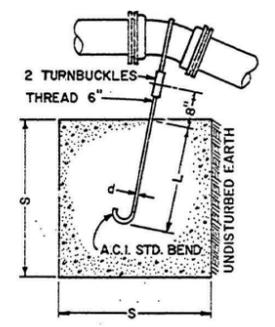
TYPICAL TRENCH DETAIL
N.T.S.



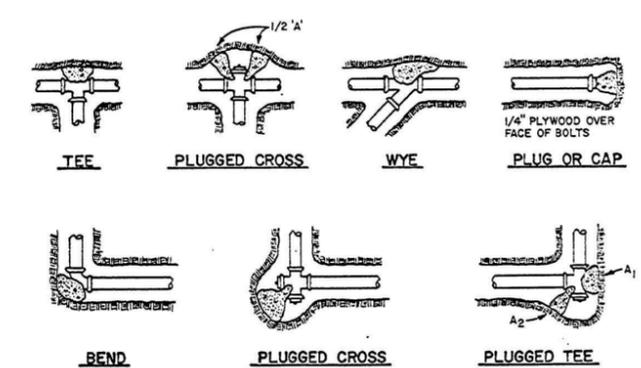
TYPICAL SURFACING DETAIL
N.T.S.

TYPE 'A' ANCHORS

PIPE SIZE	(DEG.) V.B.	CU. FT. CONC.	(FT.) S	(IN.) d	(FT.) L
4	11-1/4	6	1.8	1/2	1.0
6	11-1/4	12	2.3	1/2	1.5
8	11-1/4	21	2.8	1/2	1.5
10	11-1/4	31	3.1	1/2	1.5
12	11-1/4	45	3.6	1/2	2.0
14	11-1/4	62	4.4	3/4	2.0
16	11-1/4	82	5.3	3/4	2.5
18	11-1/4	107	6.2	1	2.5
20	11-1/4	139	7.1	1-1/8	3.0
22	11-1/4	180	8.1	1-1/8	3.5
24	11-1/4	234	9.2	1-3/8	4.5



TYPE 'A' ANCHOR
FOR 11-1/4" & 22-1/2" VERTICAL BENDS

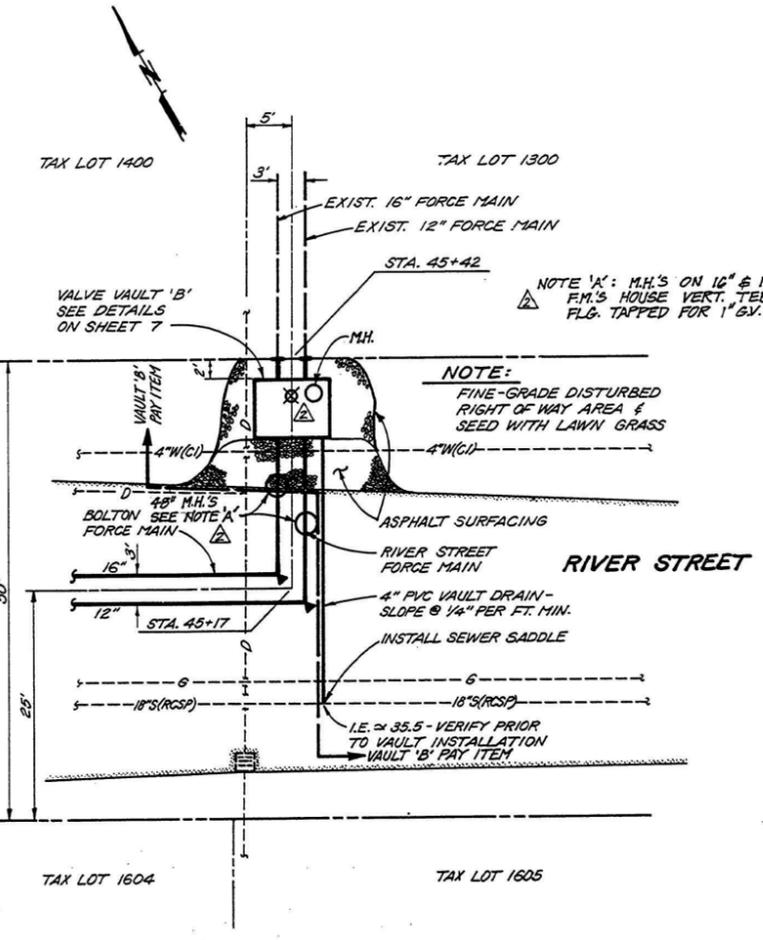


BEARING AREA, 'A', OF THRUST BLOCKS IN SQ. FT.*

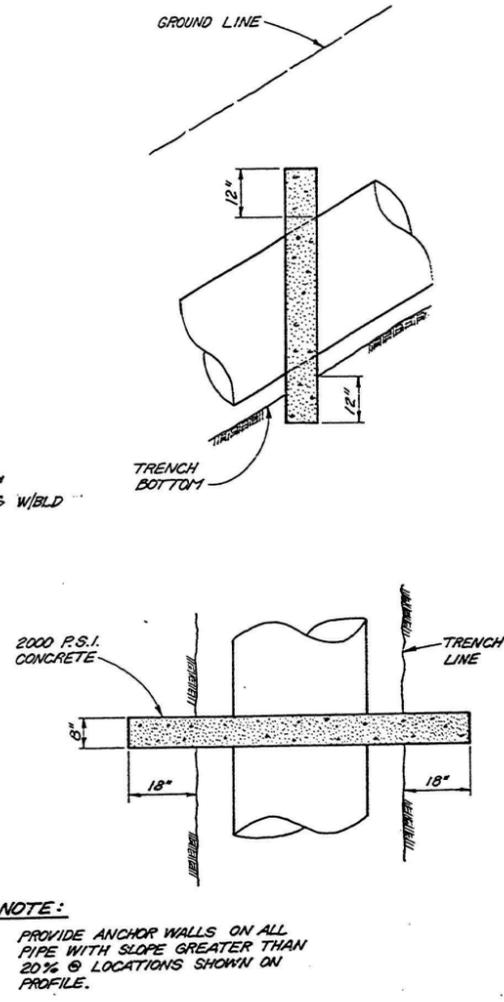
FITTING SIZE	TEE, WYE, PLUG OR CAP		90° BEND, PLUGGED CROSS		TEE PLUGGED ON RUN		45° BEND	22 1/2° BEND	11 1/4° BEND
	A	A	A1	A2	A	A	A	A	A
4	1.4	1.9	2.7	1.9	1.0	-	-	-	-
6	2.8	4.0	5.6	4.0	2.1	1.1	0.9	-	-
8	4.9	6.8	9.6	6.8	3.7	1.9	1.4	-	-
10	7.3	10.3	14.5	10.3	5.6	2.8	2.0	-	-
12	10.3	14.5	20.4	14.5	7.9	4.0	2.7	-	-
14	13.8	19.5	27.5	19.5	10.6	5.4	3.5	-	-
16	17.8	25.2	35.5	25.2	13.6	7.0	4.4	-	-
18	22.4	31.7	44.7	31.7	17.1	8.7	5.4	-	-
20	27.5	38.9	54.8	38.9	21.0	10.7	6.4	-	-
24	39.2	55.5	78.3	55.5	30.0	15.3	7.7	-	-

- NOTES:**
- CONCRETE THRUST BLOCKING SHALL BE POURED AGAINST UNDISTURBED EARTH.
 - KEEP CONCRETE CLEAR OF JOINT AND ACCESSORIES.
 - THE REQUIRED THRUST BEARING AREAS FOR SPECIAL CONNECTIONS ARE SHOWN ENCIRCLED ON THE PLANS; e.g. (15) INDICATES 15 SQUARE FEET BEARING AREA REQUIRED.
 - IF NOT SHOWN ON PLANS, REQUIRED BEARING AREAS AT FITTING SHALL BE AS INDICATED IN ABOVE TABLE, ADJUSTED IF NECESSARY, TO CONFORM TO THE TEST PRESSURE(S) AND ALLOWABLE SOIL BEARING STRESS(ES) STATED IN THE SPECIFICATIONS.
 - BEARING AREAS AND SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER BEARING AREAS AND BLOCKING DETAILS SHOWN ON THIS DETAIL.

THRUST BLOCKING DETAIL
N.T.S.



VAULT 'B' SITE PLAN
SCALE: 1" = 10'



ANCHOR WALL DETAIL
N.T.S.

REACTION BLOCKING DETAIL
N.T.S.

DETAILS

TRI-CITY SERVICE DISTRICT
CLACKAMAS COUNTY, OREGON
**BOLTON AND RIVER STREET
FORCE MAINS**

MURRAY SMITH & ASSOCIATES
Engineers/Planners
1800 SW Fair Suite 500
Portland, Oregon 97201
503-225-9000

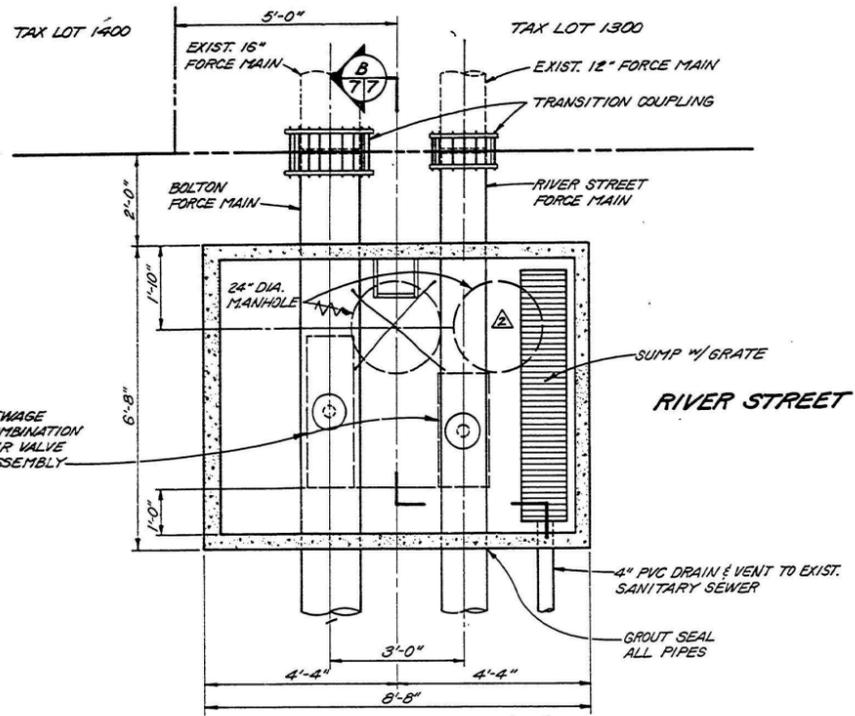
NSA

REGISTERED PROFESSIONAL ENGINEER
778A
JULY 13, 1978
PHILIP M. SMITH

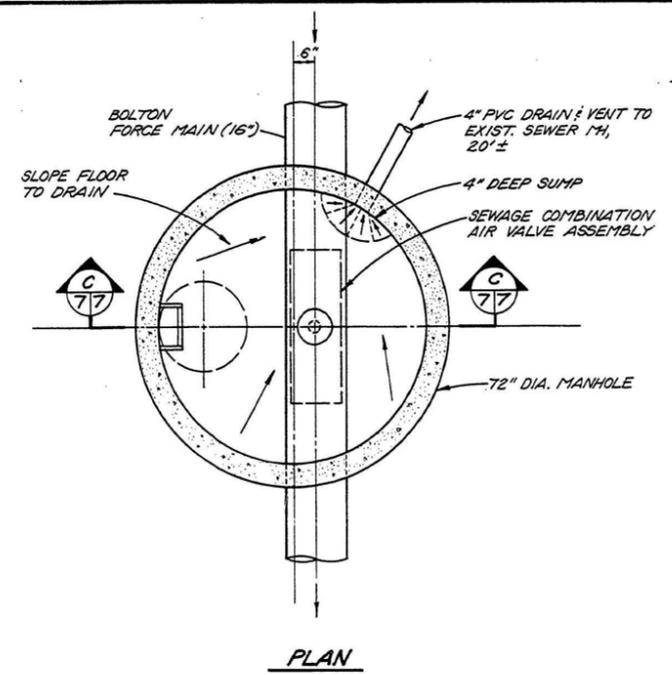
SHEET
6 of 8
FILE NO.
83-0064/65.20

DATE FEBRUARY, 1985
SCALE AS SHOWN
CHECKED PHS
DRAWN RFD
DESIGNED NLY

NO. 10
REVISION
AS BUILT
RECORD DRAWING
KPM B-4-86
RD 10-2-85
DATE

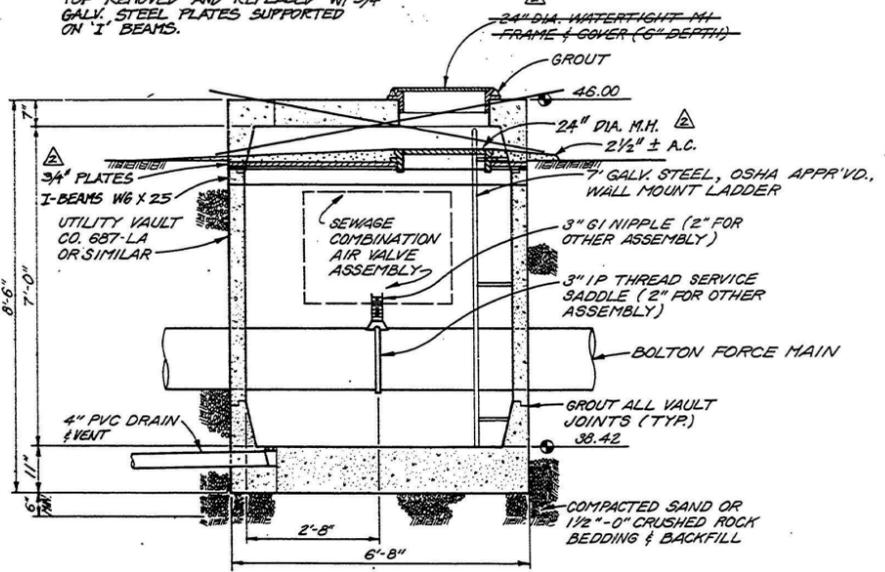


PLAN



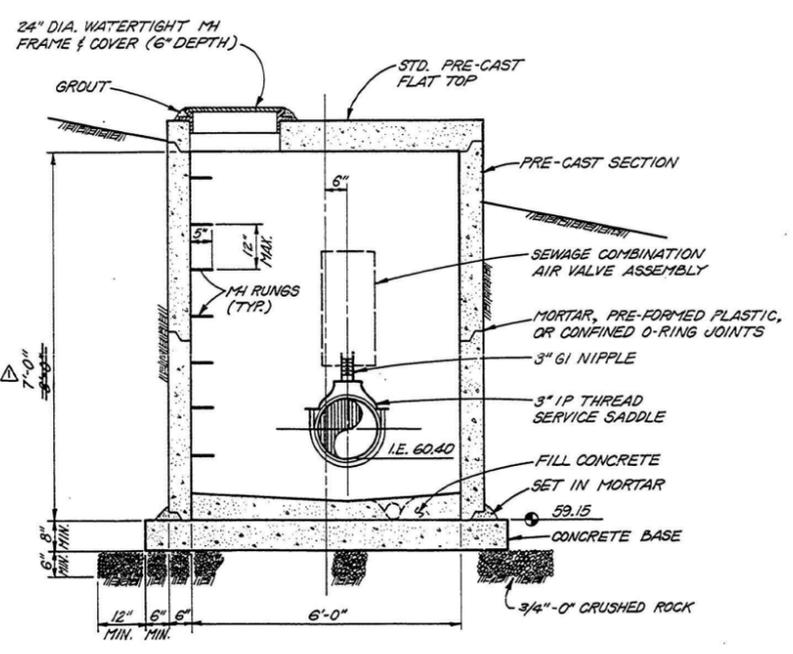
PLAN

NOTE: VAULT MODIFIED FLUSH W/EXIST. A.C. - TOP REMOVED AND REPLACED W/ 3/4" GALV. STEEL PLATES SUPPORTED ON I BEAMS.



SECTION B

VALVE VAULT 'B'
SCALE: 1/2" = 1'-0"



SECTION C

VALVE VAULT 'A'
SCALE: 1/2" = 1'-0"

DESIGNED NLY	DRAWN RFD	CHECKED PHS	SCALE AS SHOWN	DATE FEBRUARY, 1985	NO.	BY	DATE
						AS BUILT	
						RECORD DRAWING	
TRI-CITY SERVICE DISTRICT CLACKAMAS COUNTY, OREGON BOLTON AND RIVER STREET FORCE MAINS			DETAILS				
MURRAY, SMITH & ASSOCIATES Engineers/Planners 181811 1/2 Square Portland, Oregon 97201 503-228-5000			MSA				
SHEET			7 of 8				
FILE NO.			83-0064/65.20				





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LaPorte & Associates, Inc. 5515 SE MILWAUKIE AVENUE Portland OR 97202	CONTACT NAME: PHONE (A/C. No. Ext): 503-239-4116 FAX (A/C. No): 503-231-9021 E-MAIL ADDRESS: atjaden@laporte-insurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Employers Mutual Casualty Company	NAIC #
INSURED Lee Contractors LLC PO Box 869 Battle Ground WA 98604	LEECONT-01	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1629983182

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GD16900	2/16/2021	2/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6E16900	2/16/2021	2/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6J16900	2/16/2021	2/16/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Any and all entities required by written contract are additional insureds; coverage will be primary and non-contributory and waiver of subrogation applies when required by written contract per attached endorsements.
 Refer to attached CG7650 10/13, CG7578 02/19 and CA7450 11/17 endorsements.
 Re: Bolton and River Street Force Main- CARV Vault 4 and Intertie Replacement Project

CERTIFICATE HOLDER**CANCELLATION**

Clackamas County 2051 Kaen Road Oregon City OR 97045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of an insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:
 - (1) insureds;
 - (2) claims made or “suits” brought;
 - (3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one “occurrence”, only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by any vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph **5.** above, \$10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN
CONSTRUCTION CONTRACT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. “Your work” for the additional insured and included in the “products – completed operations hazard” but only if:
 - (1) A written contract requires you to provide such coverage to such additional insured; and
 - (2) The coverage form to which this endorsement is attached provides coverage for “bodily injury” or “property damage” included within the “products-completed operations hazard”.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the contract to provide for such additional insured.
- c. Only applies if the “bodily injury”, “property damage” or “personal and advertising injury” takes place subsequent to the execution of such written contract; and

d. Only applies while such written contract is in force.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural, engineering or surveying activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on the behalf of the additional insured.

However, if a written contract requires you to defend or indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to what is required in such written contract.

3. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage form.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

- b. 30 days.

4. Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred; or

- b. \$75 per day, subject to a \$2,250 limit.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



Gregory L. Geist
Director

November 10, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Cooperative Improvement (Utility) Agreement between Water Environment Services and Oregon Department of Transportation Related to the I-205: I-5-OR213. Fiscal Impact is \$9,257,002 through WES Capital Improvement funds. No County General Funds are involved.

Purpose/Outcome	Approval of the Cooperative Improvement (Utility) Agreement between Water Environment Services and Oregon Department of Transportation Related to the I-205: I-5-OR213. Fiscal Impact is \$9,257,002 through WES Capital Improvement funds. No County General Funds are involved.
Dollar Amount and Fiscal Impact	\$9,257,002
Funding Source	WES Capital Improvement Funds. No general fund dollars.
Duration	The Agreement ends December 31, 2025.
Previous Board Action/Review	This item was presented at Issues on November 9, 2021.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, Infrastructure Strategy and Performance and Operational Optimization. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.
Counsel Review	<ol style="list-style-type: none"> 1. July 31, 2019. 2. Amanda Keller.
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Item is a Cooperative Agreement with ODOT.
Contact Person	Jessica Rinner, WES Capital Supervisor, 503-484-0365.
Contract No.	NA

BACKGROUND:

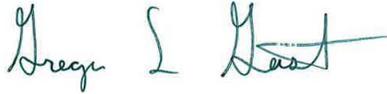
The WES Sanitary Sewer System Master Plan (SSMP), completed in 2019, identified the Willamette Area in West Linn as having existing capacity deficiencies. To address the capacity deficiencies, additional pumping capacity and an increase in downstream conveyance capacity, including a new Willamette River crossing to transport the flows to treatment will be required. The SSMP assumed two alternatives for an under river crossing. Recent work estimated capital costs of these alternatives at \$25M-\$30M and difficult construction for a dual pipelines that would also lend redundancy to the Bolton/River Street force mains.

In Spring 2021, WES became aware that Oregon Department of Transportation (ODOT) was well along in designing the expansion of the Abernathy (I-205) Bridge across the Willamette River between West Linn and Oregon City and that it would be feasible to suspend the force main from the bridge. Suspending the new pipe on the bridge will require a transfer of the estimated construction cost of the pipe, \$9.2M, to ODOT in accordance the IGA. The pipe will be constructed as part of the Abernathy Bridge widening project.

RECOMMENDATION:

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the Cooperative Improvement (Utility) Agreement between Water Environment Services and Oregon Department of Transportation Related to the I-205: I-5-OR213.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist
Director, WES

Attachments: Cooperative Improvement Utility Agreement Project Name I-205: I-5-OR213

COOPERATIVE IMPROVEMENT (UTILITY) AGREEMENT
Project Name I-205: I-5-OR213

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the Water Environment Services, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Interstate 205, East Portland Freeway Number 064, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. Interstate 205 (I-205), and Oregon Route 43 (OR43) are part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Main Street in Oregon City is a part of the city street system under the jurisdiction and control of the City of Oregon City.
4. State, by ORS [366.220](#), is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS [373.020](#), the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the City of Oregon City.
5. By the authority granted in ORS [366.425](#), State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
6. State is conducting a project to add a lane to the I-205 corridor between Stafford Rd and OR213. This project also includes widening and seismic retrofitting of several bridges through the corridor to make them earthquake ready. The Abernethy Bridge over the Willamette River is being widened to 4 lanes and will be the first phase of construction. While the bridge is under construction, State will use this opportunity to install a sewer line across the bridge to the benefit of the Agency. State has entered

into Agreement No. 35229 with the City of Oregon regarding the construction of this project within the Oregon City Limits.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority stated under Recitals above, State and Agency agree that State or its contractor shall install Agency's non reimbursable sewer lines as described in Recital 6 incorporated herein and hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of \$9,257,002.07 in Agency funds. The estimate for the total Project cost is subject to change. Agency shall be responsible for all sewer line associated work as described in Exhibit B, attached hereto, and by this reference made a part hereof.
3. Agency and State shall coordinate Change Order(s) affecting the Agency's facilities. The fillable Contract Change Order, form 734-1169, is available at the following web site:

[Highway - Construction Section ODOT Construction Forms](#)
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency grants State the right to enter onto property that Agency may own and control and is necessary for the performance of duties as set forth in this Agreement.
2. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$9,257,002.07 for the Project, said amount being equal to the estimated total cost for the work performed by State at Agency's request under State Obligations, paragraph 2. Agency agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.
3. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent of actual total

State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to Agency.

4. All Agency sewer lines and appurtenances installed by State or its contractor will require inspections by Agency. Agency personnel will work directly with State personnel. Agency shall not contact or communicate with State's contractor without State's consent. Agency will provide all necessary documentation as requested by the State. State shall present to Agency any Contract Change Order for prior review and written approval by Agency.
5. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
6. Agency's Project Manager for this Project is Jessica Rinner, P.E., Civil Engineer Supervisor, Clackamas Water Environment Services, 150 Beaver Creek Road, Suite #430, Oregon City, Oregon 97045, 503-742-4551, JRinner@clackamas.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
2. State shall, upon execution of the Agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$9,257,002.07 for payment of sewer line installation. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.
3. Upon completion of the Project, State shall either send to Agency a bill for the amount which, when added to Agency's advance deposit, will equal 100 percent of the total State costs for Project or State will refund to Agency any portion of said advance deposit which is in excess of the total State costs for Project.

4. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
5. All employers, including State, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. State shall ensure that each of its contractors complies with these requirements.
6. State shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, State expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
7. State's Project Manager for this Project is Nicole Frankl, State Utility Liaison, ODOT – Technical Services, 4040 Fairview Ind. Drive SE, Salem OR 97302, 503-385-6594, Nicole.Frankl@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days notice, in writing and delivered by certified mail or in person.
2. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by that Party, under any of the following conditions:
 - a. If the other Party fails to provide the services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If the other Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period as the other Party may authorize.

- c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to advance this Project or the terms of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or Agency is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other

hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

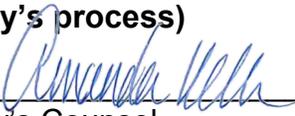
WATER ENVIRONMENT SERVICES, by
and through its elected officials

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL (If required in
Agency's process)**

By  _____
Agency's Counsel

Date 10/28/2021

Agency Contact:

Jessica Rinner, P.E., Civil Engineer
Supervisor
Water Environment Services
150 Beaver Creek Road, Suite #430
Oregon City, Oregon 97045
503-742-4551
JRinner@clackamas.us

STATE OF OREGON, by and through
its Department of Transportation

By  _____
Mac Lynde, Interim Delivery and
Operations Division Administrator

Date 11/1/2021

**APPROVED AS TO LEGAL
SUFFICIENCY**

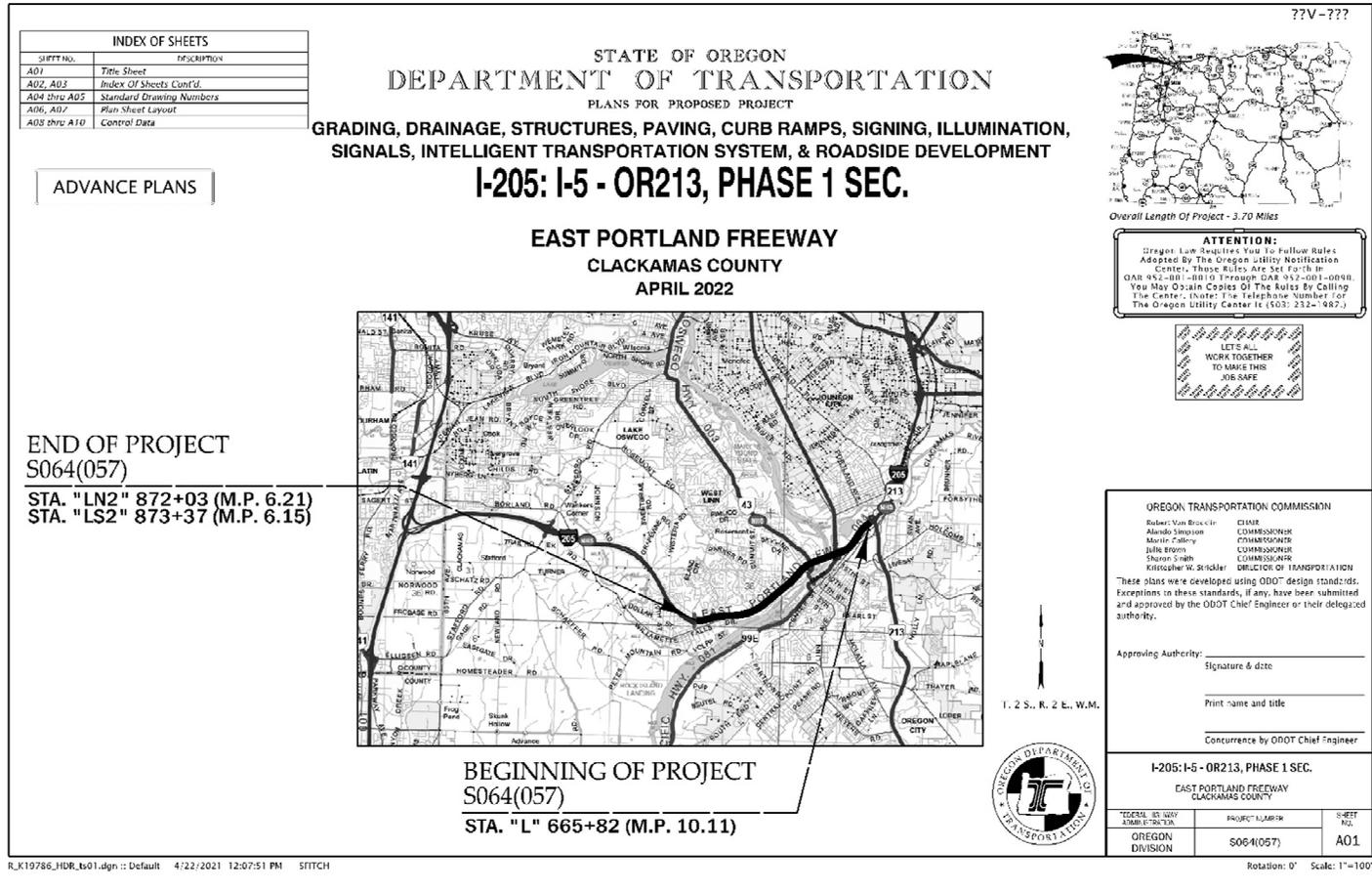
By Stacy Posegate via email dated
10/28/2021
Assistant Attorney General (If Over
\$150,000)

Date _____

ODOT Contact:

Nicole Frankl, State Utility Liaison
ODOT – Technical Services
4040 Fairview Ind. Drive SE
Salem OR 97302
503-385-6594
Nicole.Frankl@odot.state.or.us

EXHIBIT A – Project Location Map



**EXHIBIT B- Project Cost Estimate
 Page 1 of 2**

CLACKAMAS COUNTY WES I-205 FORCE MAIN DRAFT BID ITEM LIST - Aug 26, 2021						
ITEM NO.	SECTION NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	00100	TRAINING	LS	1	0.25%	\$17,068.30
2	00210	MOBILIZATION	LS	1	10%	\$682,731.80
3	00221	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	1%	\$68,273.18
4	00280	EROSION CONTROL	LS	1	\$5,000.00	\$5,000.00
5	00305	CONSTRUCTION SURVEY WORK	LS	1	1%	\$68,273.18
6	00310	REMOVAL OF SURFACINGS	SQYD	93	\$55.00	\$5,115.00
7	00405	TRENCH FOUNDATION	CUYD	44	\$100.00	\$4,400.00
8	00405	ROCK EXCAVATION	CUYD	526	\$225.00	\$118,350.00
9	00406	TUNNELING, BORING, AND JACKING	LS	1	\$1,560,000.00	\$1,560,000.00
10	00415	MAINLINE VIDEO INSPECTION	FOOT	350	\$6.00	\$2,100.00
11	00445	12 INCH DUCTILE IRON PIPE, 10 FT DEPTH	FOOT	5	\$250.00	\$1,250.00
12	00445	20 INCH DUCTILE IRON PIPE, 5 FT DEPTH	FOOT	63	\$390.00	\$24,570.00
13	00445	20 INCH DUCTILE IRON PIPE, 10 FT DEPTH	FOOT	360	\$439.00	\$158,040.00
14	00445	20 INCH DUCTILE IRON PIPE, ON BRIDGE	LF	2,700	\$489.00	\$1,320,300.00
15	00445	20 INCH EXPANSION JOINT FITTINGS, 8 INCH EXPANSION	EACH	2	\$51,302.00	\$102,604.00
16	00445	20 INCH EXPANSION JOINT FITTINGS, 16 INCH EXPANSION	EACH	6	\$55,302.00	\$331,812.00
17	00445	20 INCH EXPANSION JOINT FITTINGS, 24 INCH EXPANSION	EACH	1	\$59,302.00	\$59,302.00
18	00445	24 INCH DUCTILE IRON PIPE, 5 FT DEPTH	FOOT	25	\$407.00	\$10,175.00
19	00445	24 INCH DUCTILE IRON PIPE, 20 FT DEPTH	FOOT	427	\$618.00	\$263,886.00
20	00445	24 INCH DUCTILE IRON PIPE, OVER 20 FT DEPTH	FOOT	81	\$572.00	\$46,332.00
21	00445	24 INCH DUCTILE IRON IN CASING PIPE	FOOT	455	\$293.00	\$133,315.00
22	00445	PIPE TEES, 20 INCH	EACH	2	\$8,547.00	\$17,094.00
23	00445	PIPE FITTINGS, 24 INCH	EACH	10	\$3,943.00	\$39,430.00

EXHIBIT B- Project Cost Estimate
Page 2 of 2

24	00445	PIPE FITTINGS, 20 INCH	EACH	2	\$3,443.00	\$6,886.00
25	00445	PIPE FITTINGS, 12 INCH	EACH	1	\$1,250.00	\$1,250.00
26	00445	6 INCH COMBINATION AIR RELEASE / AIR VACUUM VALVE ASSEMBLY	EACH	2	\$31,481.00	\$62,962.00
27	00470	CONCRETE SANITARY MANHOLE, #1	EACH	1	\$30,345.00	\$30,345.00
28	00470	CONCRETE SANITARY MANHOLE, #2	EACH	1	\$16,852.00	\$16,852.00
29	00470	CONCRETE SANITARY MANHOLE, #3	EACH	1	\$268,286.00	\$268,286.00
30	00470	CONCRETE DIVERSION BOXES	EACH	1	\$60,569.00	\$60,569.00
31	00470	VORTEX FLOW INSERT	EACH	1	\$125,240.00	\$125,240.00
32	00490	EXTRA FOR MANHOLES OVER EXISTING SEWERS 120"	EACH	1	\$76,984.00	\$76,984.00
33	00495	TRENCH RESURFACING	SQYD	89	\$81.00	\$7,209.00
34	00560	SEWER MAIN INSPECTION PLATFORM	LS	1	\$548,188.00	\$548,188.00
35	00589	UTILITY ATTACHMENT ON BRIDGE, SEWER LINE	LS	1	\$1,400,000.00	\$1,400,000.00
36	00759	CONCRETE CURBS, CURB AND GUTTER	FOOT	80	\$176.00	\$14,080.00
37	00759	CONCRETE WALKS	SQFT	188	\$34.00	\$6,392.00
38	00860	LONGITUDINAL PAVEMENT MARKINGS - PAINT	FOOT	80	\$50.00	\$4,000.00
Subtotal						\$7,668,664.46
Contingency						3.5% \$268,403.26
CONSTRUCTION ITEMS						\$7,937,067.71
CONSTRUCTION ENGINEERING						9% \$714,336.09
ESCALATION (TO MIDPOINT OF CONSTRUCTION 2024)						3.5%/YR \$605,598.27
CONSTRUCTION TOTAL WITH CE AND ESCALATION						\$9,257,002.07