

Jackson County Library District

Is issuing this Invitation to Bid (ITB) for Public Improvement #2025-01

For

Phoenix Library Pollinator Garden and Beehive Implementation

Date Published: Friday, February 14, 2025

Bid Close Date: Friday, March 7, 2025

Submit Bids to Single Point of Contact (SPC):

Crystal Zastera, Operations Coordinator Jackson County Library Services 205 S. Central Avenue Medford, OR 97501 541-774-6405 czastera@jcls.org

SECTION 1: GENERAL INFORMATION

INTRODUCTION

Jackson County Library District ("JCLD" or, the "District" or, the "Library") will consider bids for the implementation of a pollinator garden and indoor beehive at its Phoenix branch library. JCLD is in contract with Arkitek Design & Architecture for the design of the garden and hive and will work closely with them for the duration of this project. JCLD seeks a landscape contractor to implement all aspects of garden and beehive design.

JCLD anticipates the award of one Contract from this solicitation. The Contract will include up to 3 years of continued landscape maintenance.

PRE-BID CONFERENCE: YES

PRE-QUALIFICATION CLASS REQUIREMENTS: NONE

SCOPE OF PROJECT: Implementation of pollinator garden and indoor beehive at Phoenix branch library. Additional details are included in Section 2, Scope of Work.

Pursuant to ORS 279C.370, for contracts over one hundred thousand dollars (\$100,000), all Bidders shall submit to SPC within two (2) working hours after the BID CLOSE DEADLINE a disclosure of any first-tier subcontractor intended to furnish labor or materials in connection with the Public Improvement Bid. Such disclosure shall be disclosed in the form provided. (First-Tier Subcontractor Disclosure Form)

All Bids received which are in proper form will be opened publicly by the District immediately after the deadline for submission of Bids. Bids will be opened at the Medford Library located at 205 S. Central Ave., Medford, OR 97501, Room 232. At that time, the District may take various actions including, but not limited to, selecting the winning Bid, rejecting all Bids, or postponing any such action for a period not to exceed two (2) weeks from the opening, during which period the Bids will be irrevocable. The District may reject any Bid noncompliant with any prescribed public Bidding procedure(s) and/or requirement(s), and, in its sole discretion, may reject for good cause any or all Bids upon the District finding that it is in the public interest.

Any questions or issues regarding specifications, Bidding process, and/or award process shall be directed only to SPC designated above.

All Bids are subject to the ordinances, rules, and regulations of the District and ORS 701, ORS 279, 279A-279C and related model rules may be used for guidance, but not for mandatory direction.

OVERVIEW AND PURPOSE

JCLD libraries are community hubs where a library user's experience begins outside the front door. In 2022, the Library adopted a Strategic Plan whose goals include creating "welcoming outdoor spaces" with Wi-Fi available for use outside of the buildings. Looking forward, JCLD landscaping priorities include updating grounds with water-wise, fire-resistant, pollinator-friendly plantings where feasible, and maintaining attractive, welcoming, and usable spaces for the public.

The Phoenix branch library, located in a community directly impacted by the 2020 Almeda Fire, was selected as a location where this goal is realizable. The library sits on nearly an acre of underutilized land. The front of the library has existing landscaping including grass, trees, bushes, and irrigation, and there are several mature evergreen trees throughout the property that we've incorporated into the plan.

SCHEDULE

The following schedule applies to this ITB but is subject to change. Except as provided below, changes will be made only by written amendment to this ITB.

DATE	EVENT
Friday, February 14, 2025	ITB Published
Wednesday, February 26,	Mandatory Pre-Bid Conference at Phoenix Library, 10-11 a.m.
2025 Thursday, February 27,	PST
2025	Bidder's written questions due by 5:00 p.m. PST
Friday, February 28, 2025	Library's written responses to questions due by 5:00 p.m. PST
	Bid Close Deadline - Bids due by 2:00 p.m. PST (Bid results
Friday, March 7, 2025	posted by 5:00 p.m. PST)
	Disclosure of any first-tier subcontractor intended to
Friday, March 7, 2025	furnish labor or materials due by 4:00 p.m. PST
Monday, March 10-Friday,	
March 14, 2025	Bids evaluated by Evaluation Committee
Thursday, March 13, 2025	Interviews conducted, if necessary
Friday, March 14, 2025	Notice of Intent to Award issued
Wednesday, March 19,	
2025	Bid Protest Deadline

SINGLE POINT OF CONTACT (SPC)

The SPC for this solicitation is identified on the Cover Page, along with the SPC's contact information. Bidders shall direct all communications related to any provision of the solicitation, whether about the technical requirements of the solicitation, contractual requirements, the solicitation process, or any other provision only to the SPC.

SECTION 2: AUTHORITY, SCOPE, AND SPECIFICATIONS

AUTHORITY AND METHOD

District is issuing this solicitation pursuant to its authority under ORS 279A.050 and ORS 279A.140.

District is using the competitive bidding solicitation method required under ORS 279C.335 and set forth in ORS 279C.365 and OAR 137-049-0200.

LOCATION

Phoenix Branch Library 510 West 1st Street Phoenix, OR 97535

SCOPE OF WORK/SPECIFICATIONS SUMMARY

- Implementation of pollinator garden as designed by Arkitek Design & Architecture.
- Implementation should be completed no later than Monday, June 30, 2025.
- Volunteer work and donations will be used when beneficial and agreed upon by the contractor and District.
- Ongoing maintenance contract of the garden for up to three years adhering to pollinator garden best practices.
- Weeds will be hand-pulled often.
- Only non-chemical pesticides will be used.
- Best practices shall be followed regarding when and how different plants should be trimmed, pruned, deadheaded, etc.

ADD ALTERNATE ITEMS

- Beehive construction and installation.
- Cat shelter construction and installation.
- Bridge construction and installation.

DETAILED SCOPE OF WORK AND STATEMENT OF REQUIREMENTS

Implementation of pollinator garden as designed by Arkitek Design & Architecture and Scharen Design Studio. See project notes and specifications on the planning documents attached (Exhibit B).

Ongoing maintenance contract specifications:

Shrub, Groundcover Maintenance

- Apply organic fertilizer as needed.
- Pruning shrubs shall be thinned and shaped as necessary following pollinator garden best practices. Remove spent flowers to encourage continuous growth. Dead or diseased

branches shall be removed from plants whenever observed. All debris shall be removed immediately after work is completed.

• Weed Control – the contractor shall remove by hand weeding and cultivation, all weeds at the seedling stage. Herbicides will not be used.

Turf Maintenance

- No pesticide applications shall be made to any turf, picnic, or other public areas. Turf shall be maintained in a healthy, vigorous, aesthetically pleasing condition using best management practices, cultural practices, and mechanical methods.
- Mowing and Edging Turf shall be mowed using a well-sharpened lawn mower. Grass clippings shall be removed only if necessary to provide a neat appearance or to prevent damage to turf. Grass shall be kept one foot away from all trees.
- The contractor will not perform any operations that may damage or destroy grounds or other turf areas, including operation of equipment in areas that are over wet and may create ruts that may damage or destroy turf.

Irrigation System Management

- The contractor is responsible for scheduling and maintaining the irrigation system to provide the necessary water needs to keep the landscaping and plants healthy. Repairs will be reimbursed at the contracted rate.
- The contractor will report any broken or damaged irrigation systems or components.

Pest Management and Reporting

- Contractor will report any observed suspected damaging insect or pest infestations to District staff, and will advise on management, treatment, and preventative strategies.
- If necessary, organic pest control methods will be used to manage pests.

Tree Care

- The contractor will perform regular pruning and trimming of trees to promote healthy growth, maintain structural integrity, and ensure safety. This includes removing dead, diseased, or hazardous branches and shaping trees to maintain their natural form and appearance.
- Conduct ongoing and regular inspections and assessments of tree health, identifying issues such as diseases, pest infestations, or structural weaknesses.

SUPPLIES

The Contractor shall provide all supplies necessary to perform the contracted work to meet or exceed current industry standards. The Contractor shall provide the Library with Safety Data Sheets (SDS) on any products used to treat the plants or manage pests prior to their use on Library property. The garden should only be treated with pollinator-friendly products.

EQUIPMENT

The Contractor shall provide all equipment necessary to perform the contracted work to meet or exceed current industry standards. During the contracted maintenance following the implementation equipment shall be stored off site. The Contractor shall maintain all equipment in proper working order at all times. Furthermore, the Contractor shall ensure that all equipment is operated safely, all safety guards are in place and functioning, and per the manufacturer's directions.

SECTION 3: INSTRUCTIONS TO BIDDERS

DEFINITIONS

Bidding Documents - include the Bidding Requirements and the proposed Contract Documents.

Bidding Requirements - consist of the Advertisement, Invitation to Bid, Instructions to Bidders, the Bid Forms, and other sample Bidding and contract forms listed below. The proposed Contract Documents consist of the form of Agreement between the District and Contractor, Drawings and Specifications prepared by ARKITEK: DESIGN & ARCHITECTURE and all Addenda issued prior to execution of the Contract.

Bid Forms:

- 1. Bidder Certificate
- 2. First-Tier Subcontractor Disclosure Form
- 3. Subcontractors List
- 4. Environmental and Natural Risk Disclosure Form
- 5. Bid Bond
- 6. Bidder's Proposal

Addenda – written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

Bid - a complete and properly executed proposal to do the work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

Base Bid – the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

Alternate Bid (or Alternate) – an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.

Unit Price – an amount stated in the Bid as a price per unit of measurements for materials, equipment or services or a portion of the work as described in the Bidding Documents.

Bidder – a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

Sub-Bidder – a person or entity who submits a Bid to a Bidder for materials, equipment or labor for a portion of the Work.

BIDDER REPRESENTATIONS AND REQUIREMENTS

All Bids are subject to the requirements of the policies, rules and regulations of the District and ORS 701, ORS 279A, ORS 279C. Related model rules may be used for guidance, but not for mandatory direction.

To be considered, Bidder must demonstrate how Bidder meets all the following requirements:

- Bidder has been in business for at least 5 years.
- Bidder has experience providing this service to comparable entities (eg. Large commercial or government entities).
- Bidder can provide professional references that can attest to Bidder's experience in landscape construction.
- Bidder can provide professional references that can attest to Bidder's experience in landscape maintenance.
- Bidder can provide proof of landscape contracting business license to operate in the State of Oregon, and proof of surety bonding and liability insurance.
- Bidder can provide proof that they hold or employ an individual who holds a landscape construction professional (LCP) license.
- Bidder has reviewed and agrees to comply with the attached Exhibit A, JCLD Public Improvement Contract.
- Bidder can provide certification of nondiscrimination in obtaining required subcontractors according to ORS 279A.110(4).
- Bidder can identify whether the Bidder is a resident bidder, as defined in ORS 279A.120.
- This Project requires compliance with ORS 279C.800 to 279C.870. Bidder must agree to be bound by and will comply with the provisions of ORS 279C.838 an 279C.840 Prevailing Wage Rates for Public Works Contracts in Oregon

BIDDING REQUIREMENTS AND SUBMISSION INSTRUCTIONS

Bid Format and Content

The intent of this ITB is to encourage prospective contractors to submit bids which clearly communicate their understanding of the Library's needs and the services it seeks, and to demonstrate their ability to fulfill the requirements of the contract. Bids submitted in response to this IBT must follow the format outlined below.

Written Bids

Bids must be made in writing and signed by the Bidder or its authorized representative.

• Submission Copies and Due Date

Bidders must submit electronic versions of their bids to the SPC, Crystal Zastera, Operations Coordinator at <u>czastera@jcls.org</u> or submit as a PDF on a flash drive mailed to:

Crystal Zastera, Operations Coordinator Jackson County Library Services 205 S. Central Avenue Medford, OR 97501

Bids must be received by 2:00 p.m. PDT on Friday, March 7, 2025.

Bids received after this time or at any other location will not be accepted.

Bid Content Requirements

For ease of review and to facilitate evaluation, the written bids for this contract should be organized and presented in the following order:

- 1. Bidder Certificate
- 2. First-Tier Subcontractor Disclosure Form
- 3. Subcontractors List
- 4. Environmental and Natural Risk Disclosure Form
- 5. Bid Security
- 6. Bidder's Proposal

Included with the Bid Forms listed above and attached to this ITB, Bidders shall submit a Bidder's Proposal. Bidder's Proposal must address each of the items listed in this section and all other requirements set forth in this solicitation. Responses to each section and subsection should be labeled to indicate the item being addressed.

Bidder's Proposal must not exceed 25 pages. Bidder's Proposals exceeding the page limit will not be considered. Note that forms attached to this ITB, resumes, and section dividers are not included in the maximum page limit.

Section 1 – Business Information

One-page cover letter which includes the following:

- 1. Bidder's single point of contact Name, Phone Number, Email address
- 2. Summary highlighting the qualifications and special expertise to provide the services requested in the ITB.
- 3. Confirmation that the Bidder has reviewed, understands, and will comply with all Oregon public contracting law requirements.

Section 2 – Proposal Content

- a. Qualifications and Experience
 - i. Describe your qualifications and experience in providing the services requested in this ITB.
- b. Proposed Approach and Methodology
 - i. Describe your plan to meet the requirements of implementing and maintaining a pollinator garden at the Phoenix branch library.
- c. Resumes of Key Personnel
 - i. Provide the names and resumes of key personnel who may be a part of the team, and any special skills they are particularly qualified to perform.
- d. Cost Sheet and Service Rates
 - i. Provide detailed Cost Sheet that includes the following items:
 - 1. For each activity described in the Scope of Work, the costs must include identifiable costs, time estimates for completing each activity, and a summary of all proposed costs,
 - 2. The Cost Sheet must include separate line items for personnel, travel, supplies, add alternates, other costs, and administrative and overhead charges; and
 - 3. The costs proposed must include the name and title of all positions for each individual staff person who will perform the work and list the salary/wage and fringe rate separately for each such individual.
- e. References
 - i. Provide a reference list of at least three (3) current clients, three (3) former clients, and all public sector clients for which you have provided services in the last five (5) years.
 - ii. The Library may check to determine if references provided support the Bidder's ability to comply with the requirements of this solicitation. The Library may use references to obtain additional information, break tie scores, or verify any information needed. The Library may contact any reference (submitted or not) to verify qualifications and quality of previous, related work.
 - iii. The reference list shall include:
 - 1. Company name;
 - 2. Contact name;
 - 3. Contact phone number;
 - 4. Type of work done;
 - 5. Length of time the service has been provided.
- f. Disclosures
 - i. Disclose any loss of professional licenses for you or any of your key personnel or subcontractors, and related details;
 - ii. Disclose any lawsuit or any other type of proceeding (such as an arbitration) resulting from any job undertaken by you or our your subcontractors which is still pending, or has occurred on projects within the last five (5) years, and related details.

Bid Security

Each Bid shall be accompanied by a Bid Security of not less than 5 percent of the submitted bid, consisting of the base bid and any additive alternatives. The Bidder pledges to enter into a Contract with the District on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the Bid Security shall be forfeited to the District as liquidated damages, not as a penalty.

If a surety bond is used, it shall be written on the Bid Bond document, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

The District will have the right to retain the Bid Security of Bidders, to whom an award is being considered until either (a) the Contract has been executed and the Performance/Labor Bonds, if required, have been furnished or (b) the specified time has elapsed so the Bids may be withdrawn or (c) all Bids have been rejected.

The District may accept the following forms of bid security:

- A surety bond from a surety company authorized to do business in the state.
- An irrevocable letter of credit issued by an insured institution (refer to ORS 706.008).
- A cashier's check.
- Certified check from the bidder.

Addenda

Addenda in the form of written or graphic instruments issued by the Architect prior to the execution of the Contract, which modify or interpret the Bidding Documents, will be transmitted to all who are known by the District to have received a complete set of these ITB Bidding Documents. Copies of Addenda will also be made available for inspection. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, if any, and the Bidder shall acknowledge receipt of any Addenda in the Bid.

Addenda will be issued no later than four (4) days prior to the date of Close of Bids, except any Addendum withdrawing the request for Bids or one which includes postponement of the date for Close of Bids.

SECTION 4: PROCUREMENT PROCESS AND EVALUATION

Public Notice

The solicitation, including all Amendments and attachments, are published on the library website, in the OregonBuys e-procurement system, and at the local Builder's Exchange. Solicitation documents will not be mailed to prospective bidders.

District shall advertise all Amendments on OregonBuys e-procurement system and local Builder's Exchange. Prospective Bidder is solely responsible for checking these sites to determine whether or not any Amendments have been issued. Amendments are incorporated into the solicitation by this reference.

Written Questions / Requests for Clarification

All inquiries, whether relating to the solicitation process, administration, deadline or method of award, or to the intent or technical aspects of the solicitation must:

- Be emailed to the SPC;
- Reference the ITB name and number;
- Identify Bidder's name and contact information;
- Be sent by an authorized representative;
- Refer to the specific area of the solicitation being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for written questions and requests for clarification identified in the Schedule.

Pre-submittal Conference

A pre-submittal conference will be held at the date and time listed in the Schedule. Prospective Bidders' participation in this conference is mandatory. Email SPC to request a Microsoft Teams invitation if you are not able to attend in person.

The purpose of the pre-submittal conference is to:

- Provide additional description of the project;
- Explain the solicitation process; and
- Answer any questions prospective Bidders may have related to the project or the process.

Statements made at the pre-submittal conference are not binding upon the District. Bidders may be asked to submit questions in Writing.

The pre-submittal conference will be held at the Phoenix Library on Wednesday, February 26, 2025, at 10 a.m.

Submission of Bids

Bids and all required submittal items must be received by the SPC on or before the time and date for Close of Bids. All Bid modifications or withdrawals must be completed prior to the time and date for Close of Bids. Bids received after the time and date for Close of Bids are considered LATE and will NOT be accepted for evaluation. Late Bids will be destroyed.

Bids received in response to this ITB shall be publicly Opened immediately following the Bid Close Deadline. Bids will be opened at the Medford Library located at 205 S. Central Ave., Medford, OR 97501, Room 232. Award decisions will not be made at the Bid Opening.

Bid Rejection

The District shall have the right to reject any or all Bids. The District may reject a Bid for any of the following reasons:

- Bidder fails to substantially comply with all prescribed solicitation procedures and requirements, including but not limited to the requirement that Bidder's authorized representative sign the Bid.
- Bidder fails to meet the responsibility requirements set out in ORS 279C.375.
- Bidder makes any contact regarding this solicitation with Library representatives such as Library employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Bidder attempts to inappropriately influence a member of the Evaluation Committee.
- Bidder is conditioned on District's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the solicitation or Amendment.

Public Record/Confidential or Proprietary Information

All Bids are public record and are subject to public inspection after the Library issues the Notice of the Intent to Award. If a Bidder believes that any portion of its proposal contains any information that is a trade secret under ORS Chapter 192.345(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Bidder shall complete and submit the Disclosure Exemption Affidavit (Attachment B) and a fully redacted version of its Bid.

Bidder is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.311 through 192.478) and identifying the Bidder, in whole, as exempt from disclosure is not acceptable. District advises each Bidder to consult with its own legal counsel regarding disclosure issues.

If Bidder fails to identify the portions of the bid that Bidder claims are exempt from disclosure, Bidder has waived any future claim of non-disclosure of that information.

EVALUATION PROCESS

Responsiveness and Responsibility Determination

Bids received prior to Opening will be reviewed for responsiveness to all solicitation requirements including compliance with the Bid Content Requirements section. If the Bid is unclear, the SPC may request clarification from Bidder. However, clarifications may not be used to rehabilitate a non-responsive Bid. If the SPC finds the Bidder non-responsive, the bid may be rejected, however, the Library may waive mistakes in accordance with OAR 137-049-0350.

At any time prior to award, the Library may reject a Bidder found to be not responsible per ORS 279C.375 and OAR 137-049-0390.

It is the intent of the District to award a contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The District shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid, which, in the District's judgment, is in the Districts best interest.

Evaluation Criteria

Bids meeting the requirements outlined in the Bid Content Requirements section will be evaluated by an Evaluation Committee. Evaluators will assign a points score for each evaluation criterion listed below in this section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of proposals. A response to a clarification request must be to clarify or explain portions of the already submitted bid and may not contain new information not included in the original bid.

Description	Possible Points
Cost of services	40
Demonstrated ability to perform the services described in the ITB	30
Qualifications and experience	20
Quality and completeness of submitted materials	10
TOTAL	100

PREFERENCES

The District prefers the use of sustainable practices when applicable such as the use of recycled and locally sourced materials.

TIEBREAKERS

If the District receives Bids identical in cost, fitness, availability and quality and chooses to award a Contract, the District shall award the Contract in accordance with the procedures outlined in OAR 137-049-0390.

INVESTIGATION OF REFERENCES

District reserves the right to investigate the references in the past performance of any Bidder with respect to successful performance of similar services, compliance with specifications and contractual obligation, and its lawful payment of suppliers, subcontractors, and workers. The District reserves the right to reject all Bid Responses at any time prior to execution of Contract, upon good cause and upon District's finding that it is in the public interest.

AWARD NOTIFICATION PROCESS

Notice of Intent to Award

The Library will notify all Bidders in Writing that the Library has issued an intent to award a Contract to the selected Bidder(s) subject to successful negotiation of any negotiable provisions.

SUCCESSFUL BIDDERS SUBMISSION REQUIREMENTS

Insurance

Prior to execution of the Contract, the apparent successful Bidder shall secure and demonstrate to the District proof of insurance coverage meeting the requirements identified in the solicitation documents or as otherwise negotiated.

Failure to demonstrate coverage may result in the District terminating negotiations and commencing negotiations with the next highest ranking Bidder. Bidder is encouraged to consult its insurance agent about the insurance requirements contained in Bidding Documents prior to Bid submission.

Performance Bond

Prior to execution of the Contract, the apparent successful Bidder shall provide proof of the required bonding in accordance with ORS 279C.380. Failure to demonstrate bonding may result in the District terminating negotiations and commencing negotiations with the next highest ranking Bidder.

Taxpayer Identification Number

The apparent successful Bidder shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form if either of the following applies:

- When requested by the Library District, or
- When the backup withholding status or any other information of Bidder has changed since the last submitted W-9 form, if any.
- The Library will not make any payment until the Library has a properly completed W-9.

Business Registry

If selected for award, the Bidder shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. The selected Bidder shall submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

OWNERSHIP/PERMISSION TO USE MATERIALS

All Bids submitted in response to this solicitation become the property of the District. By submitting a Bid in response to this solicitation, Bidder grants the District a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Bid solely for the purpose of evaluating the Bid, negotiating a Contract, if awarded to Bidder, or as otherwise needed to administer the intermediate procurement process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478).

CANCELLATION OF SOLICITATION; REJECTION OF BIDS; NO DAMAGES.

Pursuant to ORS 279C.395, the District may reject any or all Bids in-whole or in-part, or may cancel this solicitation at any time when the rejection or cancellation is in the best interest of the District, as determined by District. The District is not liable to any Bidder for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the solicitation, award, or rejection of any Bid.

COST OF SUBMITTING A BID

Bidder shall pay all the costs in submitting its Bid, including, but not limited to, the costs to prepare and submit the Bid, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

LIST OF EXHIBITS

- EXHIBIT A JCLD PUBLIC IMPROVEMENT CONTRACT
- EXHIBIT B PHOENIX LIBRARY LANDSCAPE DESIGN PLANS
- EXHIBIT C BIDDER CERTIFICATE
- EXHIBIT D FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
- EXHIBIT E SUBCONTRACTORS LIST
- EXHIBIT F ENVIRONMENTAL AND NATURAL RISK DISCLOSURE FORM
- EXHIBIT G BID SECURITY FORM

EXHIBIT A

JACKSON COUNTY LIBRARY DISTRICT PUBLIC IMPROVEMENT CONTRACT

PHOENIX LIBRARY POLLINATOR GARDEN AND BEEHIVE IMPLEMENTATION

This contract is between JACKSON COUNTY LIBRARY DISTRICT, a library district organized under Chapters 198 and 357, hereinafter called "District", and ______, hereinafter called "Contractor," duly authorized to perform such services in Oregon.

1. CONTRACTOR'S INFORMATION

NAME:	
ADDRESS:	
CITIZENSHIP:	
Non-resident alien: Yes No	
Federal Tax ID Number:	
Oregon Business License #:	
Construction Contractors Board (CCB) License #:	
State Landscape Contractors Board License #:	

This information herein will be reported to the Internal Revenue Services (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

2. **RECITALS**

WHEREAS, District requires construction and related services for the construction of the Phoenix Library Pollinator Garden and Beehive Implementation Project in accordance with the plans and specifications provided in the District Invitation to Bid for Public Improvements published February _____, 2025, and the Scope of Work provided therein, which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, time is of the essence in this contract and all work under this contract shall be completed within the time period stated in the Bid;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

3. SERVICES. Contractor's services under this Contract shall include the construction of the Phoenix Library Pollinator Garden and Beehive Implementation Project (the "Project") in accordance with the plans and specifications provided in the District Invitation to Bid for Public Improvements published February _____, 2025, and the Scope of Work provided therein and incorporated herein by this reference (**"Exhibit A"**).

4. EFFECTIVE DATE AND DURATION. This Agreement shall become effective on and shall expire, unless otherwise terminated or extended, on completion of the Contractor's performance and such performance has been accepted by the District, or

whichever comes first. However, such expiration shall not extinguish or prejudice District's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured. This Contract may be extended, if agreed upon by both parties in writing. All work under this Agreement shall be completed prior to the expiration of this Agreement.

5. PREVAILING WAGE. Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Contractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The applicable prevailing wage rates may be accessed via the internet at:

http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml. Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 245-3844. If this Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the Project shall pay at least the state prevailing rate of wage as determined under ORS 279C.830. The Contractor shall pay the applicable prevailing wage rates that are in effect at the time District enters into this Construction Contract with Contractor.

Contractor and every subcontractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

Within 30 days of contract award, for contracts \$50,000 or greater, District shall notify the Bureau of Labor and Industries of such contract award and pay the requisite fee.

6. **CONTRACT DOCUMENTS.** The Contractor is hereby bound to comply with all requirements of this Agreement, the detailed specifications and requirements, the drawings, and the special conditions and modifications in conditions as set forth in the Scope of Work ("Exhibit A") documents prepared by ARKITEK: DESIGN & ARCHITECTURE, the Contractor's Bidder Insurance Requirements, Bidder Certificate, First-Tier Subcontractor Disclosure Form,

Subcontractor List, Environmental and Natural Risk Disclosure Form, Bid Bond, and Bidder's Proposal, and by this reference made a part hereof to the same legal force and effect as if set forth herein in full.

7. **COMPENSATION.** Payment for all work performed under the Agreement shall be made as set forth below from available and authorized District funds, based upon the unit price bid by the Contractor and incorporated herein by this reference. District certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement. Payment for all work performed under this contract SHALL NOT EXCEED THE MAXIMUM SUM of **\$**______ for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

A. Interim payments shall be made to Contractor following District's review and approval of billings submitted by Contractor. Contractor shall include proof of payment to any and all subcontractors and suppliers with each statement submitted to the District. District shall retain the right to withhold payments if required proof of payment to subcontractor and suppliers is not included with a statement.

B. Contractor shall not submit billings for, and District will not pay, any amount in excess of the maximum compensation amount of this Agreement, including any reimbursable and other expenses. If the maximum compensation amount is increased by amendment of this Agreement as provided in Section 20, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify District's Director or her designee in writing 30 calendar days before this Agreement expires of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. This Agreement will not be amended after the expiration date.

C. Contractor shall submit monthly billings for work performed. Billing statements will include fees and costs from the first of the month to the end of the month. The billings shall describe all work performed with particularity, by whom and on the date it was performed, the number of hours spent performing such work, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be sent to: **Jackson County Library District, Attention: Accounts Payable, 205 S. Central Ave., Medford, OR 97501.** Payment and any protest shall be made within 30 days of receipt of the billing statement. Payment by the District shall release the District from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the statement of services. Payment of installments shall not be considered acceptance or approval of any work or waiver of any defects therein.

D. <u>Retainage.</u> Retainage, if any, shall be withheld and released in accordance with ORS 279C.550 to 279C.580, and OAR 137-049-0820. District may reserve as retainage from any progress payment an amount not to exceed five (5) percent of the payment. As

the project progresses, District may reduce the amount of the retainage and may eliminate retainage on any remaining monthly payments after fifty (50%) percent of the work under this Agreement is completed. If, in the District's opinion, the 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 Project is ninety-seven and one half (97-1/2%) percent completed the District may, at its discretion and without application by the Contractor, reduce the retained amount to one hundred (100%) percent of the value of the work remaining to be done. Upon receipt of written application by the Contractor, District shall respond in writing within a reasonable time.

The retainage held by District shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The District shall pay to Contractor interest at the rate of one and one-half (1 1/2%) percent per month on the final payment due to Contractor, interest to commence thirty (30) days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor.

E. <u>Final Payment</u>. The Contractor shall notify the District in writing when the Contractor considers the project complete, and the District shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract. If accepted by the District, the remaining balance due to the Contractor, including any retainage held by District, shall be paid to the Contractor by the District within 30 days after the date of said acceptance.

As a further condition of final acceptance, the District may require the Contractor to submit evidence, satisfactory to the District, that all payrolls, material bills, and other indebtedness connected with the project have been paid. If any indebtedness or liens are in dispute, the Contractor may submit a surety bond satisfactory to the District guaranteeing payment of all such disputed amounts if such payment has not already been guaranteed by surety bond.

F. <u>Timing of Payments and Liquidated Damages:</u> Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within thirty (30) days of the District's receipt of the billing statement. The Contractor agrees that the "Time of Completion" is defined in the Bid, and agrees to complete the work by said date. The Contractor and District agree that the District will suffer damages each day the work remains uncompleted after the Time of Completion and that the amounts of those damages are difficult to calculate. Contractor and District agree that a reasonable amount of damages for late completion is **§** per calendar day and Contractor agrees to pay such amounts as liquidated damages if the work is not completed by the Time of Completion. Contractor agrees that the liquidated damages

specified herein are a fair way of ascertaining damages to the District and are not a penalty for late completion.

8. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR. Contractor certifies that:

A. Contractor shall perform the work required by this Agreement as an independent contractor as defined by ORS 670.600. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

B. Contractor represents and warrants that Contractor (i) is not an employee of Jackson County Library District (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600, as certified below in Section 35.

C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, District will not withhold from such compensation or payments any amounts(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

9. SUBCONTRACTS - ASSIGNMENT & DELEGATION. Contractor shall submit a list of Subcontractors for approval by the District, and Contractor shall be fully responsible for the acts or omissions of any Subcontractors and of all persons employed by them, and neither the approval by the District of any Subcontractor nor anything contained herein shall be deemed to create any contractual relationship between the Subcontractor and District. This Agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the District and the Contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this Agreement, or any part hereof without the written consent of District, and any assignment or delegation in violation hereof shall be void.

10. CONTRACTOR'S RELATIONS WITH SUBCONTRACTORS. Pursuant to ORS 279C.580, 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. A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the District pays to the Contractor under the Contract.

B. A clause that requires the Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the Contractor.

C. A clause that requires the Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A Contractor may change the form or the regular administrative procedures the contractor uses for processing payments if the Contractor: notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

D. An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract. Contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier subcontractor did not make payment when payment was due is that the Contractor or first-tier subcontractor did not receive payment from the District or Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid and is computed at the rate specified in ORS 279C.515(2).

E. A clause which requires each of Contractor's subcontractor's to include, in each of their contracts with lower-tier subcontractors or suppliers, provisions to the effect that the first-tier subcontractor shall pay its lower-tier subcontractors and suppliers in accordance with the provisions of subsections (A) through (D), above and requiring each of their subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

11. CONTRACTOR – PAYROLL CERTIFICATION; PROMPT PAYMENT; CONDITIONS OF LABOR

A. In accordance with ORS 279C.505 and as a condition to District's performance hereunder, Contractor shall:

1) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the work provided for in this contract;

2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of this contract;

3) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167; and

4) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished;

B. In accordance with ORS 279C.845, the Contractor or the Contractor's Surety and every Subcontractor or the Subcontractor's Surety shall file certified statements with the District in writing on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying: (1) the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed upon such public work, and (2) that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. The certified statement shall be verified by the oath of the Contractor or the Contractor's Surety or Subcontractor or the Subcontractor's Surety that the Contractor or Subcontractor has read the certified statement and knows the contents thereof and that the same is true to the Contractor's or Subcontractor's knowledge.

1) The certified statements shall set out accurately and completely the payroll records, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, and the gross wages the worker earned during each week identified in the certified statement.

2) Each certified statement required herein shall be delivered or mailed by the Contractor or Subcontractor to the District. Certified statements for each week during which the contractor or subcontractor employs a worker upon the public works shall be submitted once a month, by the fifth business day of the following month. Contractor or Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract. Certified statements received by the District are public records subject to the provisions of ORS 192.311 to 192.478.

3) Notwithstanding ORS 279C.555 or 279C.570, the District shall retain 25 percent of any amount earned by Contractor until the certified statements as required by this section have been filed. District shall pay Contractor the amount retained under this subsection within 14 days after Contractor files the certified statements as required by this section, regardless of whether a subcontractor has failed to file certified statements as required by this section. The District is not required to verify the truth of the contents of certified statements filed by Contractor.

4) Pursuant to ORS 279C.825, the District must pay a fee to the Bureau of Labor and Industries equaling 0.1 percent of the contract price or as determined by the Commissioner.

C. In accordance with ORS 279C.515, the Contractor agrees that if the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides

to the contractor or a subcontractor in connection with this Contract as the claim becomes due, the District may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract. Payment of a claim in this manner shall not relieve the Contractor or the Contractor's Surety from obligation with respect to any unpaid claims.

D. The Contractor agrees that if the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Contract within 30 days after receiving payment from the District or 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.

E. The Contractor agrees that if the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

F. Contractor agrees that Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, the contractor shall pay the employee at least time and a half pay for: (i) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or (ii) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

G. Contractor shall comply with the prohibition set forth in ORS 652.220, and such compliance is a material element of the contract. Failure to comply is a breach that entitles the District to terminate the contract for cause.

H. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

12. DRUG TESTING PROGRAM. ORS 279C.505(2) requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of this Agreement. The drug testing program will apply to all employees and will be

maintained for the duration of the contract awarded. Failure to maintain a program shall constitute a material breach this Agreement.

13. CONTRACTOR'S EMPLOYEE MEDICAL PAYMENTS. In accordance with ORS 279C.530, Contractor agrees to pay promptly as due, 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 Contractor's employees, of all sums which the Contractor agreed to pay for such services and all money and sums which the Contractor collected or deducted from employee wages pursuant to any law, contract or agreement for the purpose of providing or paying for such service. Contractor and all subcontractors that employ subject workers who work under this 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.

14. SALVAGE, COMPOSTING OR MULCHING. For any demolition work required under this Contract, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. For any lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

15. EARLY TERMINATION.

A. This agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment of Contractor shall be as provided by ORS 279C.660 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against District under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or District which accrued prior to such termination.

16. TERMINATION FOR CAUSE.

A. District may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by District, under any of the following conditions:

1) If District funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds,

2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement,

3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed, or

4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

5) If Contractor fails to maintain reasonable relations with the public. Verbal abuse, threats, or other inappropriate behavior towards members of the public constitutes grounds for termination.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. District, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1) If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or

2) If Contractor 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 District, fails to correct such failures within ten (10) days or such other period as District may authorize.

The rights and remedies of District provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If District terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by District due to breach of contract by Contractor. Damages for

breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

17. **RECORDS MAINTENANCE; ACCESS.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles, and federal circulars (as applicable). In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that District and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor further acknowledges records generated as a result of this Contract may be subject to disclosure pursuant to the Oregon Public Records Act.

18. OWNERSHIP OF WORK PRODUCT; LICENSE. All work performed by Contractor under this Agreement and all work products of the Contractor shall be the exclusive property of the District. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products, including but not limited to any information, designs, plans or works provided or delivered to the District or produced by the Contractor under this contract.

19. ADHERENCE TO LAW.

A. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements. Specifically, but not by way of limitation, this contract is subject to all applicable provisions of ORS 279C.505, 279C.510, 279C. 515, 279C.520, 279C.525, 279C.530, 279C.540, 279C.570, 279C. 580, and 279C.800-279C.870.

B. To the extent applicable, the Contractor represents that it will comply with the following: : (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 the foregoing laws; and (vii) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

C. As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and

the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and affect as if set forth herein in full. If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the District shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the Contract and there shall be, in addition to a reasonable extension, if necessary, of the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

20. AMENDMENTS; CHANGES IN WORK. The terms of this Contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties. The District may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon District until a Change Order is executed by the Authorized Representative of the District, which expressly states that it constitutes a Change Order to this Contract. The issuance of information, advice, approvals, or instructions by District's Representative or other District personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract, as changed.

21. FORCE MAJEURE. Neither District nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

22. WAIVER. The failure of District to enforce any provision of this contract shall not constitute a waiver by District of that or any other provision.

23. WARRANTIES. All work shall be guaranteed by the Contractor for a period of one year after the date of final acceptance of the work by the District. Contractor warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this contract.

24. ATTORNEY'S FEES. In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

25. GOVERNING LAW; JURISDICTION; VENUE. This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the District (and/or any other entity or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the 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 filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by District of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

26. CONFLICT BETWEEN TERMS. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

27. INDEMNIFICATION. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a Contractor's work by District shall not operate as a waiver or release. Contractor agrees to indemnify and defend the District, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the District and its employees. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

28. PERFORMANCE AND PAYMENT SECURITY. In accordance with ORS 279C.380, Contractor shall furnish and maintain in effect at all times during the Contract term, 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. Bond forms notarized by the 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. Before starting Work the

Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836, and OAR 839-025-0015, 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 the subcontractor to start work.

29. INSURANCE. Contractor and its subcontractors shall maintain insurance acceptable to District in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of District and that any other insurance maintained by District is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Contractor and its subcontractors shall provide at least the following limits and coverages:

A. <u>Commercial General Liability Insurance</u>: Contractor and its subcontractors shall obtain, at Contractor's or subcontractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance including all Liability including all major divisions of coverage, including, but not limited to, Premises/Operations, Completed Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability (including coverage for the Contractor's indemnity obligations and other contractual indemnity obligations assumed by the Contractor), Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). The following insurance will be carried:

Worker's Compensation Insurance in compliance with ORS 656.017.

<u>Commercial General Liability Insurance</u> \$1,000,000.00 Each Occurrence Limit \$3,000,000.00 General Aggregate \$3,000,000.00 Products/Completed Operations Aggregate \$3,000,000.00 Personal and Advertising Injury \$1,000,000.00 Limited Job Site Pollution Occurrence Sub-Limit

<u>Comprehensive Automobile Liability Insurance</u> including coverage for all owned, hired and non-owned vehicles with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage.

<u>"All risk" Builder's Risk Insurance</u> (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the contractor. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include Owner, the contractor and its sub-contractors as their interests may appear and may not be cancelled or terminated until such time as District's final acceptance of the project.

The policy shall be endorsed to have the General Aggregate apply to this Project Only.

B. <u>Additional Insured Provision</u>: The District, its officers, directors, and employees shall be added as additional insureds with respect to this contract. All Liability Insurance policies will be endorsed to show this additional coverage.

C. <u>Insurance Carrier Rating</u>: Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the District. The District reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

D. <u>Certificates of Insurance</u>: As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the District. No contract shall be effective until the required certificates have been received and approved by the District. The certificate will specify and document all provisions within this contract. Certificates of Insurance should read "Insurance certificate pertaining to contract for <u>Name of project</u>. The District, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is "primary" in the description portion of certificate.

E. <u>Primary Coverage Clarification</u>: All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss.

F. <u>Cross-Liability Clause</u>: A cross-liability clause or separation of insureds clause will be included in general liability, policy. Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to District.

30. NOTICE. Notices required by this contract must be given in writing by personal delivery or mail, at the following addresses, unless some other means or method of notice is required by law. Each party will notify the other of any change of address.

Jackson County Library District 205 S Central Ave Medford, OR 97501

31. HAZARDOUS MATERIALS. Contractor shall supply District with a list of any and all hazardous substances used in performance of this Contract. That list shall identify the location of storage and use of all such hazardous substances and identify the amounts stored and used at each location. Contractor shall provide District with material safety data sheets for all hazardous substances brought onto District property, created on District property or delivered to District pursuant to this Agreement. For the purpose of this section, "hazardous substance" means

hazardous substance as defined by ORS 453.307(5). Contractor shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist District to complete any such survey that it may be required to complete because of substances used in the performance of this Contract.

32. HAZARDOUS WASTE. If, as a result of performance of this Contract, Contractor generates any hazardous waste, Contractor shall be responsible for disposal of any such hazardous waste in compliance with all applicable federal and state requirements. Contractor shall provide District with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor shall defend, indemnify, and hold harmless District for any disposal or storage of hazardous wastes generated pursuant to this Contract and any releases or discharges of hazardous materials.

33. SEVERABILITY. In the event any provision or portion of this Contract t is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect and shall in no way be affected or invalidated thereby.

34. COMPLETE AGREEMENT. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

35. CERTIFICATIONS/REPRESENTATIONS:

Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to District that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

 \Box (1) I carry out the labor or services at a location separate from my residence or in a specific portion of my residence, set aside as the location of the business.

(2) Commercial advertising or business cards or a trade association membership are purchased for the business.

(3) Telephone listing is used for the business separate from the personal residence listing.

(4) Labor or services are performed only pursuant to written contracts.

 \Box (5) Labor or services are performed for two or more different persons within a period of one year.

(6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor	(Date)
Confideror	(Dute)

IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS CONTRACT:

Contractor

(Date)

By: Its:

Its:

Jackson County Library District	(Date)
By:	

Approved as to legal sufficiency

EXHIBIT B

Phoenix Library Landscape Design Jackson County Library Services

510 W 1st, Phoenix, OR 97535

BID SET 02/07/2025



PROJECT ADDRESS:

Phoenix Public Library 510 W 1St Street Phoenix, OR 97535

PROJECT SUMMARY:

INSTALLATION OF A NEW POLLINATOR GARDEN AND GATHERING SPACE AT THE EXISTING PUBLIC LIBRARY, INCLUDING THE CONSTRUCTION OF ACCESSIBLE PATHWAYS AND RENOVATION OF EXISTING ACCESSIBLE ROUTES. ADDITIONAL WORK INCLUDES METAL FENCING, DRAINAGE IMPROVEMENTS, AND ENHANCED PLANTING AND IRRIGATION SYSTEMS.

PROJECT TEAM

CLIENT JACKSON COUNTY LIBRARY SERVICES 205 S Central Ave, Medford OR 97501 (541) 774-6405 Crystal Zastera, Operations Coordinator

ARCHITECT **ARKITEK: DESIGN & ARCHITECTURE** www.arkitek.us 426 a street, suite 101 ashland, OR 97520 (541) 591-9988 Christopher Brown, Principal Jane Alexanderr, Project Manager

LANDSCAPE ARCHITECT SCHAREN DESIGN STUDIO www.scharendesignstudio.com/ 426 a street, suite 101 ashland, OR 97520 (541) 215-4464 Shelby Scharen, Principal Landscape Architect

MATERIALS LEGEND

CONCRETE	GRAVEL/ ROCK	+ + + + + +	SEEDED
BRICK	ASPHALT		STEEL
DECOMPOSED GRANITE	EARTH		DECKING
GRANITE COBBLE MULCH	WOOD CHIP MULCH		

PROJECT NOTES

1. THE CONSTRUCTION CONTRACT IS FOR THE CONSTRUCTION OF A COMPLETE AND FULLY FUNCTIONING INSTALLATION. THESE DOCUMENTS DESCRIBE THE DESIGN INTENT AND SPECIFIC REQUIREMENTS OF THE INSTALLATION. THESE DOCUMENTS DO NOT INTEND TO SHOW EVERY ITEM REQUIRED TO CONSTRUCT THE WORK ITEMS SUCH AS FASTENERS, CONNECTORS, FILLERS, MISCELLANEOUS CLOSURE ELEMENTS, ANCILLARY CONTROL WIRING AND POWER WHERE REQUIRED FOR THE CONTROL OR OPERATION OF THE PROVIDED EQUIPMENT ARE NO ALWAYS SHOWN BUT ARE CONSIDERED INCLUDED IN THE SCOPE OF THE WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A FULLY FUNCTIONING INSTALLATION WHICH MEETS THE DESIGN INTENT, INCLUDING THE SPECIFIC REQUIREMENTS INCLUDED IN THESE DOCUMENTS

ALL ITEMS IN THESE DOCUMENTS ARE NEW UNLESS OTHERWISE NOTED. THESE DOCUMENTS DESCRIBE A SINGLE CONSTRUCTION CONTRACT. THE USE OF SUBCONTRACTORS IS THE ELECTION OF THE CONTRACTOR

ITEMS INDICATED IN THIS SET NOTED "BY OWNER" ARE NOT IN THE CONTRACT (N.I.C.)

5. UNLESS OTHERWISE NOTED. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND THE SUBCONTRACTORS TO REVIEW ALL DRAWINGS, PROJECT MANUAL, ADDENDA, ETC. IN ORDER TO ASSURE THE COORDINATION OF ALL WORK AFFECTING EACH TRADE. FAILURE TO REVIEW AND COORDINATE ALL CONTRACT DOCUMENTS BY THE GENERAL CONTRACTOR WITH ALL THE SUBCONTRACTORS FOR APPLICABLE ITEMS OF THE WORK SHALL NOT RELIVE THE RESPONSIBLE PARTY FROM PERFORMING ALL WORK SO REQUIRED AS PART OF THE CONTRACT

6. UNLESS OTHERWISE NOTED, THE PROJECT MANUAL, WHICH INCLUDES THE GENERAL CONDITIONS, SUPPLEMENTAL CONDITIONS, AND TECHNICAL SPECIFICATIONS, AND THE DRAWINGS ARE COMPLEMENTARY AND TOGETHER DESCRIBE THE PROJECT REQUIREMENTS. WHERE THERE ARE DISCREPANCIES BETWEEN THE PROJECT MANUAL AND THE DRAWINGS, THE CONTRACTOR SHALL ADVISE THE ARCHITECT AND REQUEST A CLARIFICATION. THE ORDER OF PRECEDENCE BETWEEN THE DRAWINGS AND THE PROJECT MANUAL IS AS DEFINED IN THE PROJECT MANUAL

7. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL LAYOUT AND SEQUENCE THE INSTALLATION OF THE WORK SO THAT THE DIFFERENT SYSTEMS DO NOT OBSTRUCT THE INSTALLATION OF SUCCESSIVE WORK. REFER TO THE PROJECT MANUAL FOR SPECIFICATIONS, GENERAL INFORMATION, PRODUCTS AND EXECUTION

REQUIREMENTS. REQUIREMENTS OF THE SPECIFICATIONS APPLY TO ALL ASPECTS OF THE WORK AND ARE INCLUDED AS ADDITIONAL INFORMATION FOR EACH ITEM SPECIFIED. IF DISCREPANCIES EXISTS BETWEEN THE SPECIFICATIONS AND DRAWINGS, THE MORE STRINGENT REQUIREMENTS SHALL PREVAIL. THE GENERAL CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVES OF ANY DISCREPANCIES.

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS WILL VISIT THE SITE PRIOR TO BIDDING IN ORDER TO FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE IMPACT OF THE PROPOSED NEW WORK INDICATED ON THE DRAWINGS AND SPECIFICATIONS, ON THESE CONDITIONS. ANY QUESTIONS REGARDING THE COORDINATION OF NEW WORK OR EXISTING CONDITIONS MUST BE SUBMITTED TO THE OWNER'S REPRESENTATIVE IN WRITING PRIOR TO BID SUBMISSION AND WITH ADEQUATE TIME FOR RESPONSE TO ALL BIDDERS. THE OWNER'S REPRESENTATIVE WILL RESPOND TO QUESTIONS, SUBMITTED IN A TIMELY MANNER, WITH WRITTEN CLARIFICATIONS FORWARDED TO ALL BIDDERS

10. THE EXISTING DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS ARE ASSUMED TO BE ACCURATE BASED ON AVAILABLE INFORMATION. THE CONTRACTOR SHALL, PRIOR TO THE START OF CONSTRUCTION, VERIFY ALL EXISTING CONDITIONS, PROVIDE A COMPLETE FIELD LAYOUT ON THE JOB SITE, AND NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEVIATIONS OR CONFLICTS WITH THESE DRAWINGS.

11. THE DRAWINGS SHALL NOT BE SCALED. THE GENERAL CONTRACTOR SHALL REFER TO THE DIMENSIONS INDICATED OR THE ACTUAL SIZES OF CONSTRUCTION ITEMS. WHERE NO DIMENSIONS OR METHOD OF DETERMINING A LOCATION IS GIVEN, VERIFY CORRECT DIMENSIONS OR LOCATION WITH THE OWNER'S REPRESENTATIVE PRIOR TO

INSTALLATION. 12. THE DRAWINGS AND REFERENCED DETAILS HAVE BEEN DIMENSIONED IN ORDER TO ESTABLISH THE CONTROL AND GUIDELINES FOR FIELD LAYOUT. WHERE A DISCREPANCY EXISTS BETWEEN THE DRAWING AND THE DETAIL THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR CLARIFICATION PRIOR TO INSTALLATION 13. DIMENSIONS ARE TO FACE OF FINISH UNLESS OTHERWISE NOTED

14. WHERE DIMENSIONS ARE NOTED TO BE VERIFIED IN THE FIELD (VIF) THE DIMENSION SHOWN IS THE DESIGN BASIS, BUT MAY DIFFER FROM ACTUAL CONDITIONS. CONTRACTOR SHALL VERIFY THESE DIMENSIONS WHILE LAYING OUT THE WORK AND REPORT ANY DISCREPANCIES BETWEEN THE DESIGN BASIS AND ACTUAL DIMENSIONS TO THE OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH THE WORK. WHERE DIMENSIONS ARE NOTED "+/-" FIELD DIMENSIONS MAY VARY FROM THE NOTED DIMENSIONS BY MINOR AMOUNTS. IF THE CONTRACTOR IDENTIFIES DIMENSIONS IN THE FIELD THAT DIFFER BY MORE THAN 1" FROM THE +/- DIMENSIONS INDICTED IN THE DRAWINGS THE CONTRACTOR SHOULD CONFIRM DIFFERENTIAL WITH ARCHITECTS.

15. DETAILS ARE KEYED TO THE PLANS AT TYPICAL LOCATIONS. TYPICAL DETAILS APPLY TO ALL LOCATIONS WHICH ARE SIMILAR BUT ARE NOT OTHERWISE DETAILED. THE CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR COORDINATING THE LOCATION OF TYPICAL DETAILS AND INSTALLING THE WORK INDICATED. IF DISCREPANCIES EXIST OR QUALIFICATION IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR CLARIFICATION PRIOR TO PROCEEDING.

16. FINISHES ARE KEYED TO THE DRAWINGS AT TYPICAL LOCATIONS. THE FINISHES APPLY TO ALL LOCATIONS WHICH ARE SIMILAR BUT ARE NOT OTHERWISE DETAILED. CONTRACTOR AND SUBCONTRACTORS ARE RESPONSIBLE FOR COORDINATING THE LOCATION OF ALL TYPICAL FINISHED. IF DISCREPANCIES EXIST OR QUALIFICATION IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR CLARIFICATION PRIOR TO PROCEEDING.

17. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO VERIFY SIZE AND INVERT ELEVATION OF OPENINGS / SLEEVES THROUGH CONCRETE AND MASONRY WALLS AND CONCRETE FOUNDATION WALLS. OPENINGS / SLEEVES ARE NOT LIMITED TO THOSE SHOWN ON STRUCTURAL DRAWING SHEETS.

18. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE AND MAKE PROVISIONS FOR ALL PIPE / CONDUIT SLEEVES THROUGH CONCRETE WALLS.

19. ELEVATIONS ARE TO TOP OF CONCRETE OR OTHER HARD SURFACE MATERIAL. DO NOT SCALE DRAWINGS. USE DIMENSIONS INDICATED.

20. DETAILS ARE INTENDED TO SHOW METHOD AND MANNER OF ACCOMPLISHING THE WORK. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SHALL BE INCLUDED AS PART OF THE WORK. 21. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS AT THE SITE BEFORE COMMENCING WORK AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO START OF THE WORK. IN CASE OF CONFLICT BETWEEN ARCHITECTURAL AND CONSULTANTS DRAWINGS, THE ARCHITECT WILL DETERMINE THE CORRECT INTENTION OF THE WORK.

22. PROVIDE PEDESTRIAN PROTECTION AS NECESSARY AND AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION. 23. ALL CONSTRUCTION RELATING TO BUILDING, PARKING OR SITE DEVELOPMENT SHALL CONFORM TO STATE OF OREGON AND JURISDICTIONAL ACCESSIBILITY REQUIREMENTS.

24. THE CONTRACTOR SHALL COORDINATE ANY AND ALL REQUIREMENTS FOR OFF-SITE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, CURBS, GUTTERS, UTILITIES, ETC. OFF SITE IMPROVEMENTS SHALL MEET THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION (AHJ).

25. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. SPECIFIC NOTES ON DETAILS APPLY TO SIMILAR CONDITIONS UNLESS NOTED OTHERWISE (UNO / UON). 26. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND HORTICULTURAL PRACTICES IN A MANNER DESIGNED TO ENCOURAGE QUICK ESTABLISHMENT AND HEALTHY GROWTH.

27. FINAL LANDSCAPING SHALL BE COORDINATED WITH ALL OTHER FINAL PLAN ELEMENTS SO THAT THE PROPOSED GRADING, STORMWATER DRAINAGE, AND OTHER DEVELOPMENT IMPROVEMENTS DO NOT CONFLICT WITH NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS.

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02 - ARCHITECTURE

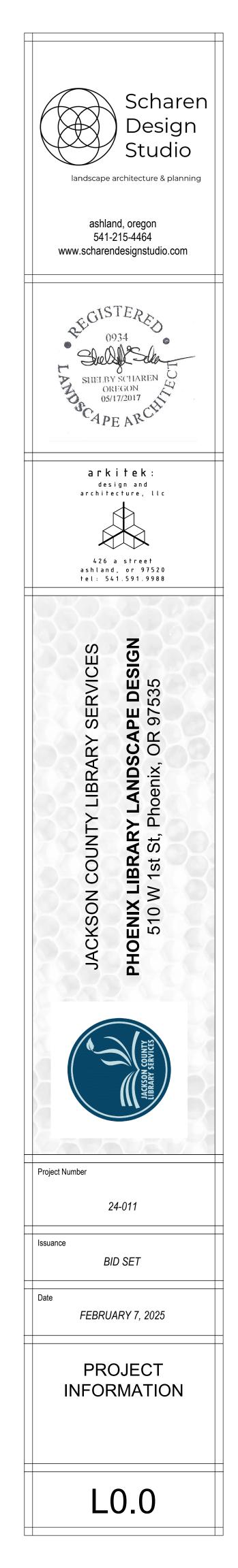
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PROTECTION PLAN

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SECTION 011000 - GENERAL

The Contractor's Scope of Work shall include all permits, licenses, labor, materials, equipment and related expenses necessary to complete the project to the satisfaction of the Owner, the Architect, and all agencies having jurisdiction, and all Utilities.

All subtrade plans review and permit fees are the responsibility of of the Contractor. All project-specific work or fees such as water meter fees, tap fees, utility extensions, road improvements, or other similar work, required by the Jurisdiction or serving Utility, are the responsibility of the Contractor.

All work hours shall abide by local Jurisdiction.

All road and walkway closures shall be coordinated with the local Jurisdiction and Owner by the Contractor.

OWNER OCCUPANCY

Owner intends to continue to occupy portions of the existing building during the entire construction period.

MINIMUM WAGE RATES

The minimum wage rates to be paid all crafts and labor on this contract shall be the prevailing wage for the individual crafts involved in the Jackson County area during the life of the contract and as determined by the Commissioner of the Oregon Bureau of Labor and Industries, or in the case of a Federal-Aid project, the wage determination decision of the Federal Secretary of Labor, along with conformance to ORS 279C, as may be applicable to the supplying of the services and/or materials called for in the bid.

Every contractor and subcontractor shall pay workers not less than the specified minimum hourly rate of wage for each trade or occupation in each locality. When a public works project is subject to Davis-Bacon Act (40 U.S.C. 3141 et seq) that would otherwise be subject to state prevailing wages, if the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the state prevailing rate of wage.

Each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage in accordance with ORS 279C.383 and 279C.840, or the applicable federal prevailing rate of wage, whichever is higher.

If a dispute arises as to what the prevailing wage rate for any class of worker is, and if the dispute cannot be settled by the parties involved, it may be referred to the Commission of the Bureau of Labor and Industries, State of Oregon, for final determination. The Wage Rates are minimum rates only and the Owner will not consider any claims or additional compensation because of payment made by Contractor or a Sub-Contractor of any wage rate in excess of the prevailing rate.

Prevailing Wage Rates: Pursuant to ORS Ch. 279C.800 - 279C.870, "Prevailing Wage Rates for Public WorksContracts in Oregon," effective January 5, 2025, and amendments, if any.

TOBACCO FREE EDUCATION FACILITY

All bidders shall comply with OAR 581.021.0110 and ORS 326.051 regarding Tobacco Use on Public Grounds.

For the purpose of this document "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, snuff, in any form, nicotine or nicotine delivering devices, chemicals or devices that produce the physical effect of nicotine substances or any other tobacco substitute (e.g., ecigarettes). This does not include FDA approved nicotine replacement therapy products used for the purpose of cessation.

No employee, sub-contractor, material supplier, or project visitor is permitted to smoke, inhale, dip, or chew or sell tobacco at any time, including non- education hours. In any building, facility; or On education facility grounds, athletic grounds, or parking lots.

PRODUCT SUBSTITUTIONS

Product Substitutions for products listed specifically in the specification shall be made by written request to the Owner and Architect. Acceptance of the substitution shall be at the sole discretion of the Owner and Architect.

Substitutions shall be for equal or better materials based on the performance data as provided by the manufacturer. Substitutions may also be made for products that have become unavailable or that have excessive lead times.

SECTION 012010 - GENERAL STATUTORY PROVISIONS CONCERNING PUBLIC CONTRACTS

In accordance with the provisions of Oregon Revised Statues (ORS) 279C.530, it is agreed that the Contractor shall make prompt payment, as due, to all person supplying to the contractor labor or materials for the prosecution of the Work provided for herein, pay all contributions or amounts due the State Industrial Accident Fund from the Contractor incurred in the performance of the contract herein. not permit any lien or claims to be file or prosecuted against the District on account of any labor or material furnished, and to pay the State Tax Commission all sums withheld from employees pursuant to ORS 316.169, ORS 316.189 and ORS 316.167.

Pursuant to ORS 279C.515, it is agreed that if the Contractor fails, neglects or refuses to make prompt payment on any claim for labor or services furnished to the Contractor by any persons in connection with this agreement as such claim becomes due, the proper officer of officers representing the District may pay such claim to the person furnishing the labor or service and charge the amount of the payment against the Contractor. The payment of a claim in the manner authorized in this paragraph shall not relieve the Contractor or his surety from obligation with respect to any unpaid claims.

Pursuant to ORS 279C.520, it is a condition of this agreement that no person shall be employed by the Contractor for more than eight 8) hours in any one (1) day, or forty hours in any one (1) week, except in cases of necessity, emergency or where the public polic absolutely requires it, and in such cases, the person shall be paid at least time and a half pay for all overtime in excess of eight (8) hours in any one (1) day and for Work performed on Saturdays and legal holidays.

Pursuant to ORS 279C.525 the Contractor shall comply with the provisions of all federal, state and local statues, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the project.

Pursuant to ORS 279C.530, it is an express condition of this agreement that the 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 such Contractor, or all sums which the Contractor may or shall have deducted from their wages of his employees for such services pursuant to the terms of ORS 279B.230, and any contract entered into pursuant thereto, or collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purposes of providing or paying for such service.

The hourly rate of wage to be paid by the Contractor (and incorporated in his subcontracts) shall not be less than provided in ORS 279C.800 to ORS 279C.870, and as hereinafter included in Section 00 7343-BOLI Wage Rate Requirements.

Pursuant to ORS 645.001 et seq. OAR Chapter 437, Div. 3 and OAR Chapter 437-002-0320 through OAR Chapter 437-002-0325, the Contractor shall comply with the following conditions under any contract to provide the District with goods or services.

Contractors and their employees shall comply with the requirements of the above cited Laws, Rules, Policies and Regulations The Contractor shall review the Material Safety Data Sheets filed by the District to determine if there are any chemicals stored at the

site of Work which the Contractor or any subcontractors will use, or could be exposed to in an emergency

Workers shall inform the executive officer at the location where services are being performed of all hazardous chemicals which they or their sub-contractors bring upon education facility property, and upon request, provide the District with M.S.D.S. for such chemicals.

Each bid shall identify whether the bidder is an Oregon resident bidder, as defined in ORS 279A.120.

Pursuant to ORS 279C.830 (3), the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

COORDINATION

The Contractor shall coordinate all materials, equipment and labor necessary for the project's completion. All materials to be new, free from defects in bearing strengths, durability of appearance, of best quality for the purpose intended.

Protect all existing and functioning utilities from damage during construction. All existing utilities encountered during construction that will not be utilized shall be capped or removed by the Contractor.

PROJECT MEETINGS

Schedule and administer meetings throughout progress of the work at weekly intervals. Conduct meeting with Owner, Architect, and SubContractors to discuss the project, schedule, critical sequencing, safety, security, and general procedural items. Contractor shall record and distribute meeting minutes.

Architect will make observations of the work and issue field notes following the jobsite visit.

CONSTRUCTION PROGRESS SCHEDULE

The Contractor shall provide to the Owner a construction schedule prior to beginning work. The schedule shall be in a critical path method format and shall be updated throughout the duration of the project to reflect the progress of the work.

SUBMITTALS

The Contractor shall make required submittals to the Owner and Architect for review as required by this specification.

Submittals shall be in PDF format and emailed. Submittals shall be clearly labeled and reviewed by the Contractor prior to submittal. Submittals that are insufficient or have not been reviewed by the Contractor will be returned without review.

When required by this specification, submit physical samples and/or color selection charts for review by the Owner and Architect. The Contractor shall revise and/or resubmit submittals as directed by the Owner and/or Architect.

SECTION 014000 - QUALITY REQUIREMENTS

CONTROL OF INSTALLATION

specified quality. including each step in sequence.

and disfigurement.

DEFECT ASSESSMENT

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

Materials

General

Dumping of construction materials and refuse. Toxic chemicals and solutions.

If required, the Certified Arborist shall perform removal of branches and prune roots from trees and large shrubs that are to remain, to be clear of new construction.

zones.

Send written notification to all subcontractors regarding the requirements of this tree and plant protection specification. Prevent dumping of paint, solvents, and other foreign material in protection areas. Route trenching of underground utilities away from root protection zones of trees and plants to remain. Excavation Around Trees

Do not allow exposed roots to dry out before permanent backfill is placed. Provide temporary earth cover, pack with wet peat moss or 4 layers of wet, untreated burlap and temporarily support and protect from damage until roots are permanently relocated and covered with backfill. Apply water to settle backfill and to eliminate voids and air pockets.

All pruning shall be performed to ANSI A-300 Pruning standards by the Certified Arborist as well as other therapeutic care work performed to National Arborist Association standards.

Grading and Filling Around Trees Maintain existing grade within root zones of trees unless otherwise indicated or approved by the Owner and Certified Arborist.

Lowering Grades: Where existing grade is above new finish grade shown around trees, under direction of Certified Arborist, carefully hand excavate within root zones to new grade. Cut roots exposed by excavation, as specified, to approximately 3 inches below elevation of new finish grade. Raising Grades: As approved by the Owner and Certified Arborist.

Aeration

Repair and Removal of Trees

Miscellaneous equipment such as electrical fixtures, junction boxes, and irrigation valves must be installed with care to avoid cutting roots. Digging must be minimal with excess dirt removed from the tree protection zone: do not cut roots greater than 1 inch in diameter without the approval of the Certified Arborist. Roots greater than 1 inch in diameter exposed during excavation must be cut squarely at the edge of the excavation with a sharp saw or appropriate pruning tool as specified.

Compensation to Owner for Trees

directions for tree protection.

- are not limited to:

- Soil compaction.
- Toxic run-off into tree protection areas.

Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of

The Owner shall hire and pay for independent testing agency to perform special inspections required by this specification, or the Jurisdiction. Any work producing insufficient test results shall be remedied by the Contractor without cost to the Owner.

Contractor shall coordinate and call for all special inspections as required for the work. Comply with manufacturers' instructions,

Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

Have work performed by persons qualified to produce required and specified quality.

Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion,

Replace Work or portions of the Work not complying with specified requirements.

Preservation, protection, and trimming of existing trees and shrubs, and other vegetation indicated to remain. Protect all trees, shrubs, ground cover and other vegetation existing on the Project site except as indicated to be removed. Meet local jurisdiction requirements for protection of existing trees and vegetation.

Provide temporary fencing, barricades and guards as required to protect trees and other plants to remain.

Protect all trees from stockpiling, material storage, vehicle parking and driving within the tree drip line or tree protection fence area.

As indicated on drawings, temporary chain link fence panels, 6' high, with on-grade concrete pier or steel pipe footings.

Protect all plant growth including root systems of trees and plants from:

Ponding of surface water in root zones. Protect root zones from flooding, erosion, and drying.

Protect all existing plant material to remain against cutting, breaking and skinning of roots and branches, and skinning or bruising of

Do not allow fires under and adjacent to trees or other plants which are to remain.

Prune also to restore natural shape of trees and other plants impacted by construction activities.

Cut branches and roots with sharp pruning instruments. Do not break, chop or mutilate.

Water trees and plants to remain as necessary to maintain their health during the course of the work. Maintain a watering schedule and log of watering operations.

Restrict vehicular and foot traffic of all construction crews to prevent compaction of soil over root systems and within tree protection Erect fencing around all tree protection zones prior to commencement of clearing and demolition work and remove only after all

work potentially injurious to trees and other plants is complete. Fencing shall be placed as far from trees as is practical, but in no instance closer than one foot behind required construction limits.

Excavate within root zone of trees only where indicated and acceptable to the Certified Arborist.

Where trenching for utilities is required within root zones, tunnel under and around roots by hand digging. Do not cut main lateral support roots. Cut smaller roots that interfere with installation of new work using sharp pruning tools. Mark lines on ground prior to excavation. Excavate only after approval of location by Certified Arborist.

Where excavating for new construction is required within root zones of trees, hand excavate to minimize damage to root systems. Use narrow-tined spading fork or air spade to expose roots. Reposition roots in backfill areas whenever possible. If large, main lateral roots are encountered, expose beyond excavation limits as required to re-position roots without breaking.

If roots are encountered within the limits of new construction and the Owner determines that modification of the work is not practical, cut roots in accordance with these specifications approximately 6 inches back from proposed construction.

Perform aeration as determined by a Certified Arborist as required in areas where construction compaction has occurred.

Repair trees damaged by construction operations in a manner acceptable to the Owner. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees.

Remove dead and damaged trees which are determined by the Certified Arborist to be incapable of restoration.

Improvements within Tree Protection Zones

Install walkways as close to existing grade as possible, where specific finish grade elevations are not precisely detailed on grading plan, to minimize excavation into the soil where large roots and areas of high root density exist. Backfill roots with loose dirt to the minimum depth necessary to match adjacent existing grade. Place minimum 2 inch thick layer of mulch inside the tree protection zone if directed by the Certified Arborist.

Contractor shall pay the Owner the value of existing trees scheduled to remain that died, or were damaged and removed, because of the Contractor's failure to follow the approved tree protection & removal plan and Certified Arborist's recommendations and

Existing tree value shall be determined according to the evaluation formula set forth in "The Council of Tree and Landscape Appraiser's Guide for Plant Appraisal", current edition.

Any wound or damage by construction activities to an existing tree indicated to remain constitutes partial injury. These include, but

Any cambium tissue damage.

Unauthorized cutting, breaking or removing tree branches.

Unauthorized cutting or damaging protected root zones

Partial injury will be calculated by percentage, estimated by the Certified Arborist, of the total value of the damaged tree.

SECTION 015713 - TEMPORARY EROSION AND SEDIMENT CONTROL Performance Requirements

Comply with requirements of EPA (NPDES) for erosion and sedimentation control, as specified by the NPDES, for Phases II, and in compliance with requirements of Construction General Permit (CGP), whether the project is required by law to comply or not. Also comply with all more stringent requirements of the State of Oregon Erosion and Sedimentation Control Manual, and Rogue Valley Stormwater Manual

Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.

Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.

Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project. Control movement of sediment and soil from temporary stockpiles of soil. Prevent development of ruts due to equipment and vehicular traffic.

If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

Scope of Preventive Measures Storm Drain Inlet Sediment Trap: Protect each curb inlet as shown on drawings. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.

Mulching: Use only for areas that may be subjected to erosion for less than 6 months. Temporary Seeding: Use where temporary vegetated cover is required.

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS **EXAMINATION**

Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached. Examine and verify specific conditions described in individual specification sections.

Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication. Verify that utility services are available, of the correct characteristics, and in the correct locations.

Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

PREPARATION

Clean substrate surfaces prior to applying next material or substance. Seal cracks or openings of substrate prior to applying next material or substance. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

GENERAL INSTALLATION REQUIREMENTS

Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

Make vertical elements plumb and horizontal elements level, unless otherwise indicated. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

Make neat transitions between different surfaces, maintaining texture and appearance. **CUTTING AND PATCHING** Perform all cutting, fitting and patching as required to place new work. Do not overcut. Patch all existing elements as required to

restore to a like new condition PROGRESS CLEANING Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury. **PROTECTION OF INSTALLED WORK** Protect installed work from damage by construction operations

Provide special protection where specified in individual specification sections. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

FINAL CLEANING

Use cleaning materials that are nonhazardous.

Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned. Clean site; sweep paved areas, rake clean landscaped surfaces.

Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or burv

CLOSEOUT PROCEDURES

Make submittals that are required by governing or other authorities. Accompany Owner on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

SECTION 017800 - CLOSEOUT SUBMITTALS

Project Record Documents

Submit documents to Architect with claim for final Application for Payment. Operation and Maintenance Data: Submit to the Owner an Operations and Maintenance Manual including Owner's Manual for all equipment, equipment warranties, finish materials maintenance procedures, outlining maintenance practices, procedures, products used, seasonal maintenance goals, and frequency of services proposed for a 36 month maintenance contract. Maintenance plan should include maintaining plant health, controlling erosion, preserving aesthetic quality, and preventing damage from pests or disease.

Deliver spare parts and materials to the Owner. Submit to the Owner all Warranties. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.

Submit one copy of completed documents 15 days prior to Final Inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.

Submit two sets of revised final documents in final form within 10 days after final inspection.

The Contractor shall maintain a physical copy of record documents at the jobsite throughout the duration of the work. Any installed work deviating from that drawn or specified shall be legibly marked on the record set.

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Project Number

Issuance

24-011

BID SET

FEBRUARY 7, 2025

PROJECT

SPECIFICATIONS

Upon completion of the work, submit record documents to the Owner. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment. **SECTION 311000 - SITE CLEARING** For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period. Clearing and Grubbing Warranties Clearing: Cut trees, stumps, shrubs, downed timber, and other vegetation for removal within identified area as indicated on drawings according to 29 CFR 1910.266. Follow recommendations of ANSI Z133 and best local practices for species involved. The Contractor shall provide a one (1) year warranty to the Owner for the work described in these documents and date from the Date Stumps from removed trees to be removed to a depth of 18" of Completion. The Warranty shall cover all materials and workmanship used on this project. The Contractor shall repair or replace any materials or equipment found to be faulty/defective within the one-year period at no cost to the Owner. Do not remove or damage vegetation beyond limits indicated on drawings. Subcontractors shall provide a written guarantee to the Owner as required by this specification. Selective Removal and Trimming Selective Removal: Individual tree and shrub identified for removal as indicated on drawings according to 29 CFR 1910.266. SECTION 024100 - DEMOLITION Selective Trimming: Individual limbs and branches cut back according to ANSI A300 Part 1 where necessary. Follow recommendations of ANSI Z133 and best local practices for species involved. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public. **Removed Vegetation Processing** Obtain required permits. Do not burn, bury, landfill, or leave on-site. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures. SECTION 312200 - GRADING Provide, erect, and maintain temporary barriers and security devices. Rough Grading Conduct operations to minimize effects on and interference with adjacent structures and occupants. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction. Excavate and fill subgrade material to elevations indicated on plans. Remove and replace unsuitable materials as specified fill. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Fine Grading Protect persons using entrances and exits from removal operations. Scrape and spread subgrade material uniformly smooth and without disruptions as indicated on drawings. Care must be taken to protect existing tree roots by hand-grading only under pine trees, as shown in Zone B on detail 2/L0.4. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property. Tolerances Do not begin removal until receipt of notification to proceed from Owner. Top Surface: Plus or minus 1/2 inch (13 mm). Protect existing structures and other elements to remain in place and not removed. Provide bracing and shoring. SECTION 321123 - AGGREGATE BASE COURSES Materials Prevent movement or settlement of adjacent structures Coarse Aggregate Type 3/4" minus CRB: Coarse aggregate, complying with State of Oregon Highway Department standard. Stop work immediately if adjacent structures appear to be in danger. Installation Provide tree protection fencing as shown on plans. Install fencing prior to construction /installation and maintain tree protection fencing throughout duration of work, removing only after hardscape elements have been installed. Spread aggregate over prepared substrate to a total compacted thickness of 4 inches or as indicated on drawings. Debris and Waste Removal Under Bituminous Concrete Paving: Place coarse aggregate to a total compacted thickness of 4 inches. Remove debris, junk, and trash from site. Under Portland Cement Concrete Paving: Place coarse aggregate to a total compacted thickness of 4 inches. Leave site in clean condition, ready for subsequent work. Place aggregate in maximum 4 inch (100 mm) layers and roller compact to specified density. Clean up spillage and wind-blown debris from public and private lands Level and contour surfaces to elevations and gradients indicated. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction. SECTION 033000 - CAST-IN-PLACE CONCRETE Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content. Use Formwork mechanical tamping equipment in areas inaccessible to compaction equipment. Formwork Design and Construction: Comply with guidelines of ACI PRC-347 to provide formwork that will produce concrete Tolerances complying with tolerances of ACI SPEC-117 Variation From Design Elevation: Within 1/2 inch (12.8 mm). Form Materials: Sonotube or Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances. **Concrete Materials SECTION 321216 - ASPHALT PAVING** Cement: ASTM C150/C150M, Type I - Normal Portland type Materials Fine and Coarse Aggregates: ASTM C33/C33M. Asphalt Cement: ASTM D946. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete. Aggregate for Base Course: In accordance with State of Oregon Highways standards. Concrete Mix Design Tack Coat: Homogeneous, medium curing, liquid asphalt. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations. Replace as much Portland cement as Asphalt Paving Mixes and Mix Design possible with fly ash, ground granulated blast furnace slag, silica fume, or rice hull ash as is consistent with ACI recommendations. Asphalt Base Course: 3.0 to 6 percent of asphalt cement by weight in mixture in accordance with AI MS-2. Normal Weight Concrete: Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch (20.7 MPa). **SECTION 321313 - CONCRETE PAVING SECTION 034000 - PRECAST CONCRETE** Form Materials Precast Concrete Wheel Stop, 6" height. Install with rebar stakes Wood form material, profiled to suit conditions. Manufacturers: Knife River Central Point: kniferiver.com Joint Filler: Preformed; non-extruding bituminous type (ASTM D1751) or sponge rubber or cork (ASTM D1752). Precision Precast: precisionprecastoregon.com Thickness: 1/2 inch (12 mm). Reinforcement: Steel Welded Wire Reinforcement: Plain type, ASTM A1064/A1064M; in flat sheets; unfinished. SECTION 061000 - ROUGH CARPENTRY Dowels: ASTM A615/A615M, Grade 40 - 40,000 psi (280 MPa) yield strength; deformed billet steel bars; unfinished finish. Materials **Concrete Materials** Dimensional Lumber: Comply with PS20 and requirements of American Lumber Standard Committee, Douglas Fir or Cedar, as Obtain cementitious materials from same source throughout. noted. See Drawings for sizes. Concrete Materials: Provide in accordance with State of Oregon Highways standards. Sheathing: 1x6 6 foot length Cedar boards, with face grain horizontal to posts. **Concrete Mix Design** Connectors: Simpson Strong-Tie, stainless steel or zinc-coated. Secure with fastenings recommended by manufacturer to develop full total load reactions. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations. Fasteners: per OSSC Table 2304.10.2, where required or indicated. All nuts, bolts, screws, washers, and nails to be either stainless Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, steel or zinc-coated. Do not mix stainless steel and zinc-coated fasteners. as specified in ACI SPEC-301. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs. SECTION 061500 - WOOD DECKING Mixing On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes. Manufacturers Subbase: Prepare subbase in accordance with State of Oregon Highways standards. Composite Wood Decking: Azek Building Products, Inc; TimberTech, www.azek.com Placing Concrete Wood Materials Regulatory Requirements: Marking or Certificate of Inspection: For sawn lumber units load-supporting applications, provide grade Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement. marking or certificate of inspection in accordance with ICC (IBC). Joints Composite Decking: TimberTech Composite Prime+ Collection. Or other approved hardwood mixed with plastic and molded into standard lumber board sizes and accessory shapes; minimum plastic content of 50 percent. Align curb, gutter, and sidewalk joints. Dimensions: 1 x 6 inches, 12 ft length Place 3/8 inch wide expansion joints at 15 foot intervals and to separate paving from vertical surfaces and other components and in pattern indicated. Finish: Textured surface for slip resistance Provide scored joints. Color: Coconut Husk. Provide sample to Owner for approval. Saw cut contraction joints 3/16 inch wide at an optimum time after finishing. Cut 1/3 into depth of slab. Performance Standards: Must meet or exceed ASTM D7032 for wood-plastic composite decking boards, including performance in wet, dry, and frozen conditions. Decking must meet ADA standards for walkways. Finishing Surface Burning Characteristics: Flame spread index of 80, maximum; smoke developed index of 200, maximum; when tested in Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius (6 mm accordance with ASTM E84. radius) Accessories Tolerances Decking Clips: Hidden fasteners compatible with TimberTech decking. Provide a clean, secure attachment. Maximum Variation of Surface Flatness: 1/4 inch (6 mm) in 10 ft (3 m). Decking Fasteners: Stainless steel or zinc-coated steel Screws: Bugle head, zinc-coated steel, power driven type, length three times Maximum Variation From True Position: 1/4 inch (6 mm). thickness of decking. Trim and Edging: TimberTech composite for curb at edge of bridge. SECTION 321500 - AGGREGATE SURFACING Crushed Stone Surfacing: Natural, 3/8 inch (1 cm) granite; free of shale, clay, friable material, and debris. Natural buff color. Place SECTION 084500 - TRANSLUCENT WALL AND ROOF ASSEMBLIES surfacing or aggregate-turf pavement in maximum lavers. Products Submit a 1/2 gallon sample of proposed DG no earlier than 30 days prior to installation Roof: Polycarbonate Corrugated Roof Panel, 26 inches x 12 feet. Color: Red Brick Steel Edging: 4" x 1/8" Flat Bar Steel

roots, or other debris.

Compaction: Compact the crushed stone layer using a vibrating plate compactor or roller. Ensure that the compaction is uniform and that the surface is smooth and level according to the grading plan. Finishing: Ensure surface is level, even, and free of any depressions or irregularities that would not comply with ADA standards. Apply a liquid polymer stabilizer per manufacturer's recommendation.

SECTION 321723 - PAVEMENT MARKINGS

Painted Pavement Markings: As indicated on drawings. Marking Paint: In accordance with AASHTO MP 24. Symbols and Text: White.

SECTION 321726 - TACILE WARNING SURFACING

Plastic Tactile and Detectable Warning Tiles: Comply with ADA Standards, glass fiber and carbon fiber reinforced, exterior grade, matte finish polyester sheet with truncated dome pattern, solid color throughout, internal reinforcing of sheet and of truncated domes, integral radius cut lines on back face of tile; with factory-applied removable protective sheeting. Installation Method: Cast in place.

Shape: Rectangular.

Dimensions: 24 inches by 48 inches (610 mm by 1220 mm). Pattern: In-line pattern of truncated domes complying with ADA Standards.

SECTION 323119 - DECORATIVE METAL FENCES

Fences: Complete factory-fabricated system of posts and panels, accessories, fittings, and fasteners; finished with electrodeposition coating. Height: 3-feet; Color: Black; Rails: Flat top and bottom rails. Manufacturer: UltraFence, UAF 200; or Approved Equal

Provide anchors, footings, and assembly as required for finished installation per manufacturer's specifications.

SECTION 323300 - SITE FURNISHINGS

Bicycle Rack

Manufacturer: ULine; www.uline.com

Model: Circle, H-6572

Frame: Steel. Color: Black

Metal Benches

Manufacturer: Vestre; https://vestre.com/us/

Model: Hvilan 106 Bench

Frame: Steel Powdercoated. Color: Saffron Yellow

Slats: Linseed Oil Nordic Pine (standard).

Mounting: Surface, using concealed anchor bolts

Metal Table

Manufacturer: Vestre; https://vestre.com/us/

Model: Hvilan 133 Table

Frame: Steel Powdercoated. Color: Saffron Yellow

Top: Linseed Oil Nordic Pine (standard).

Mounting: Surface, using concealed anchor bolts.

Reading Chairs

Manufacturer: Maglin; www.maglin.com

Model: 720 Chair

Frame: Steel Powdercoated. Color: Blue

Slats: Ash Wood

Cat Sculpture

Manufacturer: Kenneth Lynch & Sons; www.klynchandsons.com Model: No. 494 Kitten, 6 1/2" Ht. Material: Cast Stone

Boulders:

Monolithic local granite, natural cleave/uncut faces. No sharp edges, as possible. Confirm with Landscape Architect. Size: As indicated in drawings, typically 1' to 3' wide and tall.

Wood Benches & Log Steppers

Provide sustainably harvested wood, certified or labeled. Wood from recovered timber is permitted, provided it meets the specified requirements for new wood and is free of contamination; identify source. Wood is to be fir, or local species. Logs should be seasoned, one-year minimum, with bark removed.

Finish: Natural

Wayfinding Signs

Steel Post: 4x4 powder-coated steel post,

Wood is to be cedar, or other local species.

SECTION 328400 - PLANTING IRRIGATION

Irrigation System

Submit copies of manufacturer's product data for all materials to be used for this portion of work. Submit documentation that the installer is a licensed and bonded Landscape Contracting Business that specializes in and has

experience in successfully installing similar irrigation systems. Operations and maintenance submittals: valve schedule; project record drawing; product data and warranty information for all included parts and equipment

Required site observation visits with the landscape architect: 1. Layout for head locations, valves, and controller 2. Trench layout and depth verification 3. Backfill verification 4. Main line pressure test before installation of valves 5. Main line visual test after installation of valves 6. Coverage Test 7. Pre-final checklist 8. Final Completion checklist

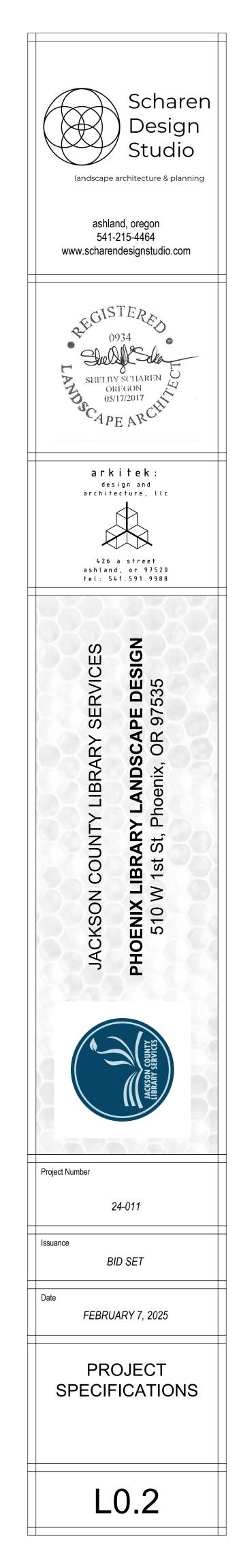
Aggregate Base Course Preparation: Compact the subgrade to a uniform level and stable condition, ensuring it is free of large stones,

Maintenance: Owner is responsible for periodic replenishment of crushed stone surfacing, especially in high-traffic areas. Maintain the surface by recompacting the material periodically and adding new material as needed.

Wood Panel: Cedar 1x10, Provide mock-up of wood panel for approval by Landscape Architect

Regulatory Requirements: 1. All work detailed herein and, on the drawings, shall be accomplished in strict accordance with the applicable Local, State and Federal codes and regulations. 2. The Landscape Contracting Business shall be responsible for obtaining and paying for all necessary permits to accomplish the work described herein. Submit requests for product substitution approval to landscape architect. Substitutions will be permitted only if approved in writing by the Landscape Architect. Any structures or facilities damaged by work of this project, including portions of the existing irrigation system, shall be restored to equal or better than original condition at the offending Landscape Contracting Business's expense and to the satisfaction of the Owner's Representative.

Guarantee all installation against defects in materials and workmanship, which may occur during normal usage for a period of one year after final acceptance of the Work. Landscape Contracting Business shall not be responsible for damage due to vandalism,



negligence of the Owner or Acts of Nature.

Weather Requirements: 1. Do not solvent weld polyvinyl chloride pipe when ambient temperature is below 40°F or above 95°F. 2. Do not solvent weld polyvinyl chloride pipe in wet conditions.

Minimum depth of cover to top of irrigation piping shall be as follows: 1. Lateral Lines: Minimum of 12" deep. 2. Mainline: Minimum of 18" deep. 3. Sleeves under vehicular pavement: Minimum of 24" deep

Controller to Decoder: Lay two-wire communication wire in trench under mainline and/or lateral lines whenever they occur in same trench. Place communication wire in sleeves when under paving, and in conduit when not in common trench with mainline and/or lateral lines. Wire splices to be inside valve boxes using moisture proof electrical connectors according to manufacturer's installation instructions.

Minimum Pressure Test on Main Lines, Valves, Joints and Fittings: 100 pounds per square inch without losing more than 3 pounds per square inch for a period of 1 hour. Provide airless paint sprayer with compressor, or other equipment, to achieve required hydraulic test pressure without injection of air into main lines.

Contractor shall provide minimum 24-hour notice to Landscape Architect requesting observation of final pressure test. Piping may be pressure tested in sections if approved by Landscape Architect. Perform lateral line leak testing for each control valve in numerical sequence, immediately after main line pressure testing has been approved, in the presence of the Landscape Architect. Perform final coverage test by operating each control valve in the presence of the Landscape Architect when the irrigation system has been completely installed and adjusted.

Pipe Materials

PVC Pipe: Schedule 40 ASTM D2241; 200 psi (1.38 MPa) pressure rated upstream from controls, 160 psi (1.10 MPa) downstream; solvent welded sockets.

PVC Sleeves: Schedule 40, sized two times the diameter of the pipes scheduled to to contained in the sleeve. Minimum sleeve size is 6" unless otherwise noted on Drawings.

Galvanized Steel Pipe and Fittings: Pipe, Schedule 40, hot-dipped galvanized, conforming to ASTM A53. Fittings: Hot-dipped galvanized, malleable iron.

Fittings: Type and style of connection to match pipe. Nipples and above ground risers shall be schedule 80 PVC.

Solvent Cement: ASTM D2564 for PVC pipe and fittings.

PVC Primer: Weld-on P-70, or approved equal, purple color, or accepted substitute, meeting requirements of ASTM F656. PVC Cement: Weld-on P721, or approved equal.

Irrigation Heads

Irrigation Heads: See schedule for type and size indicated on drawings.

Bubbler: As indicated on drawings.

Valves

Valves: Hunter Industries. See schedule on drawings

Gate Valves: Brass, size to match main line

Quick Coupling Valve: Hunter HQ-44-LRC-R

Valve Boxes for Isolation Valves, Quick Couplers, and Manual Drain Valves: Carson, Armor, or approved equal, 10" diameter round valve boxes, one for each valve.

Valve Boxes for Control Valves: Valve Boxes for Control Valves: 12" minimum size box, one box for each valve, with locking lid, and extensions as needed. Or maximum of two 1" valves per jumbo valve box.

Low Volume Irrigation

1/2" XF Series Blank Tubing, or equivalent High-density polyethylene (HDPE), UV-resistant, designed for low-volume drip irrigation svstems

Rain Bird Xeri-Bug Emitters, or equivalent.

Emitters shall be installed at predetermined intervals to provide point-source water application directly to the root zones.

Emitters shall be available in flow rates of 0.5 GPH, 1.0 GPH, and 2.0 GPH, depending on the specific needs of the plant material and application.

Air Relief Valves shall be installed at high points of the irrigation system to allow air to escape and prevent airlocks that could impair system performance.

Verify the flow rate of the emitters (0.5 GPH, 1.0 GPH, or 2.0 GPH) and ensure that the pressure compensating features are working properly to deliver consistent water flow.

Accessories

Locater Wire: All main lines to be marked on the top side of pipe with continuous 14-gauge, single-strand locater wire, with light blue color coating.

Pipe Joint Tape: Minimum of 1/2" Teflon tape for use in wrapping threaded PVC and/or galvanized pipe fittings and joints, as required. Drain Rock: 1/4" round clean, washed pea gravel.

Air-relief Valves: Install in quantities and locations as recommended by the manufacturer.

Controls

Exterior location, coordinate with Owner. See schedule on drawings for Controller type.

Control wire: two-wire communication wire. No. 14 AWG, solid copper, jacketed two-conductor, direct-burial cable.

Low volume irrigation: as indicated in the drawings

SECTION 329113 - SOIL PREPARATION

Testing

Submit analysis of existing (on-site) and imported topsoil from licensed soils testing laboratory for approval prior to reuse of existing topsoil or delivery of imported topsoil.

Soil test shall include the following: sieve analysis of soil particle size; magnesium, nitrogen, phosphorous, boron, zinc, and potassium levels; soluble salt level; pH; organic matter; and infiltration rate. Test results shall include specific recommendations for soil conditioners, amendments and fertilizers to adjust the soil to meet the description noted above. A written narrative summarizing the analysis and recommendations shall be included in the submittal.

Soil Materials

Topsoil: Fertile, friable, natural loam, surface soil, capable of sustaining vigorous plant growth; porous and free draining; free of subsoil clay lumps, brush, noxious weeds, weed seeds, roots, stones larger than 1-1/2 inches in any dimension and other material harmful to plant growth.

Submit 1/2-gallon sample each of existing and imported topsoil.

Submit manufacturer's or vendor's certified analysis of compost, fertilizers, and soil amendments.

Definition of Noxious Weed: As designated on State of Oregon Dept. of Agriculture's Noxious Weed List.

Compost: 1/4-inch minus fir or hemlock sawdust aged a minimum of 2 years, or approved equal.

Planting Bed Fertilizer: Best Fertilizer Triple Pro 15-15-15, or approved equal.

Mycorrhizae Soil Amendment: Plant Success Mycorrhizae Tablets, or approved equal.

Placing Topsoil

Remove all rock, asphalt, concrete, roots of any dead tree or tree/plant to be removed, and all construction debris, from planting beds to a minimum depth of 12 inches below finish grade.

Approved topsoil shall be in place to a depth of 12 inches below finish grade for all planted areas, and to a depth of 6 inches for all seeded areas. Spread 3" depth of compost, and Planting Bed Fertilizer according to the manufacturer's specifications. Apply additional soil amendments as required by soil test analysis at the rate indicated by the analysis. Incorporate into existing soil and rake smooth

Place Mycorrhizae Tablets in each plant pit at the time of planting according to the manufacturer's specifications.

Place topsoil during dry weather and on dry unfrozen subgrade.

Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.

Throughout landscape installation landscape shall be kept free of weeds. All landscape areas shall be treated to remove noxious weeds, and weed seeds. To minimize the harm to the environment and pollinators, the following methods are allowed in place of chemical herbicides: Manual removal, organic herbicides, and pre-emergent herbicides.

Materials

Installation

Submit written confirmation of plant order with landscape bid. Substitution requests for plants must be submitted prior to bidding. Contractor shall verify plant quantities indicated on the Drawings.

Comply with minimum requirements for plant quality, grade tolerances, and caliper to height ratios as specified in American Standards for Nursery Stock, ANSI Z60.1. Nursery stock shall be healthy, well branched and rooted, full foliage when in lead, free of disease, injury, insects, weeds, and weed roots. All plant material shall be free of any defects, of normal health, height, leaf density, and spread appropriate to the species. All trees shall be ball and burlap or equivalent.

Protect plants against damage and dehydration. Store potted plant materials in shade and protect against harmful weather. Do not plant when air temperature is less than 35°F or above 90°F.

Notify the Landscape Architect of delivery schedule so plant materials may be inspected upon delivery.

Do not seed areas in excess of that which can be mulched on same day.

Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches (3 mm). Maintain clear of shrubs and

Seeding

Plants Species and size identified in plant schedule, grown in climatic conditions similar to those in locality of the work.

Mulch Materials

Submit a 1/2 gallon sample of all proposed mulch materials no earlier than 30 days prior to installation. Wood Mulch: fir or similar wood ground bark, free of growth or germination inhibiting ingredients

Fine Cobble Mulch: Washed, rounded granite rock cobble, 1/4" to 3/4", free of extraneous materials. Color to match decomposed granite, large boulders and coarse cobble mulch.

Coarse Cobble Mulch: Washed, rounded granite rock cobble, 1" to 3" free of extraneous materials. Color to match decomposed granite, large boulder and fine cobble mulch.

Planting

SECTION 329219 - SEEDING

Seed Mixture

Seed Mixture: Fleur de Lawn (PT Lawn Seed)

Apply seed at a rate of 1-2 lbs per 1000 sq ft evenly in two intersecting directions. Rake in lightly.

Do not sow immediately following rain, when ground is too dry, or during windy periods.

Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches (100 mm) of soil.

Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches (100 by 100 mm).

SECTION 329300 - PLANTS

Chip Mulch: Wood chip mulch, untreated, 1" to 2.5" size.

The landscape construction professional as defined in ORS 671.520 and performing work under this section of the contract shall hold a valid landscape contractor's license in accordance with ORS 671.510 to 671.760.

Protect utility lines and site improvements.

Newly developed planting beds to receive 3" layer of mulch. Lift plant foliage above mulch to prevent mulch contact with foliage.

Place plants for best appearance for review and final orientation by Architect.

Set plants vertical.

Remove non-biodegradable root containers.

Set plants in pits or beds, partly filled with prepared plant mix, at a minimum depth of 6 inches (of 150 mm) under each plant. Remove burlap, ropes, and wires, from the root ball.

Place bare root plant materials so roots lie in a natural position. Backfill soil mixture in 6 inch (150 mm) layers. Maintain

plant life in vertical position.

Saturate soil with water when the pit or bed is half full of topsoil and again when full.

Plant Support

Maintenance

Brace plants vertically with plant protector wrapped guy wires and stakes to the following:

Tree Caliper: 1 to 2 inches (25 to 50 mm); Tree Support Method: 2 stakes with two ties

Provide maintenance at no extra cost to Owner; Owner will pay for water.

Provide a separate maintenance contract for specified maintenance service.

Maintain plant life for 12 months after date of Final Acceptance.

Maintain plant life immediately after placement and until plants are well established and exhibit a vigorous growing condition. Continue maintenance until termination of warranty period.

Irrigate sufficiently to saturate root system and prevent soil from drying out.

Remove dead or broken branches and treat pruned areas or other wounds.

Neatly trim plants where necessary.

Immediately remove clippings after trimming

Control growth of weeds. No chemical herbicides are permitted.

Control insect damage and disease. Apply pesticides in accordance with manufacturers instructions.

Remedy damage from use of herbicides and pesticides.

Replace mulch when deteriorated.

Maintain wrappings, guys, turnbuckles, and stakes. Adjust turnbuckles to keep guy wires tight. Repair or replace

accessories when required.

Provide temporary fencing around Pollinator Garden, to protect from animal browsing. Erect safety fencing at perimeter of garden for 3 months, until plants are established. Safety Fencing: Heavy-duty 4x100 black Uline S-22226BL, or approved equal, installed with T-posts.

SECTION 334230 - STORMWATER DRAINS

Welded Steel Catch Basin: Lynch Co. Standard, or approved equivalent, not less than ten gauge, joined with welded seams and sleeve attached for connecting to storm drain line. Catch basin to meet OR DOT requirements and tagged with manufacturer's label. Internal water sealed.

Shop Drawings: Indicate stack assembly, invert elevations, opening sizes, and pipe angles.

Manufacturer's Installation Instructions: Indicate special procedures for assembly. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

Grate: Steel or Cast Iron, traffic-rated, checkerboard pattern, 27 by 27 inch

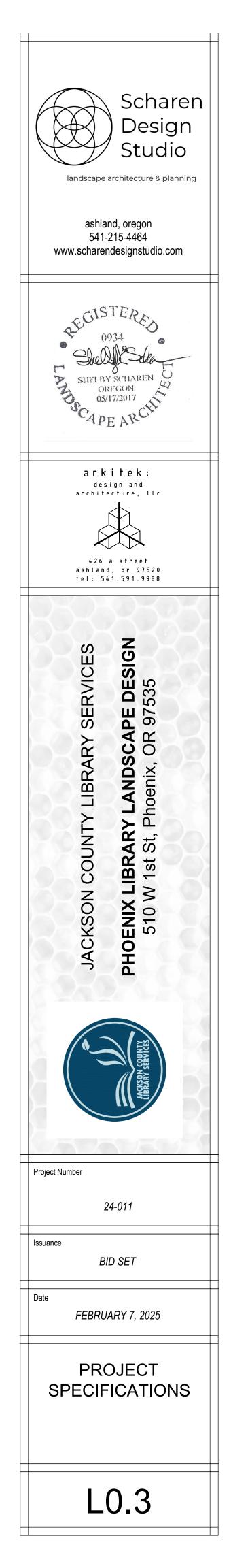
Establish elevations and pipe inverts for inlets and outlets as indicated in drawings.

Place catch basin base section plumb and level on 6-inch concrete base; install according to manufacturer's instructions. Place adjacent materials tight and smooth following design grades.

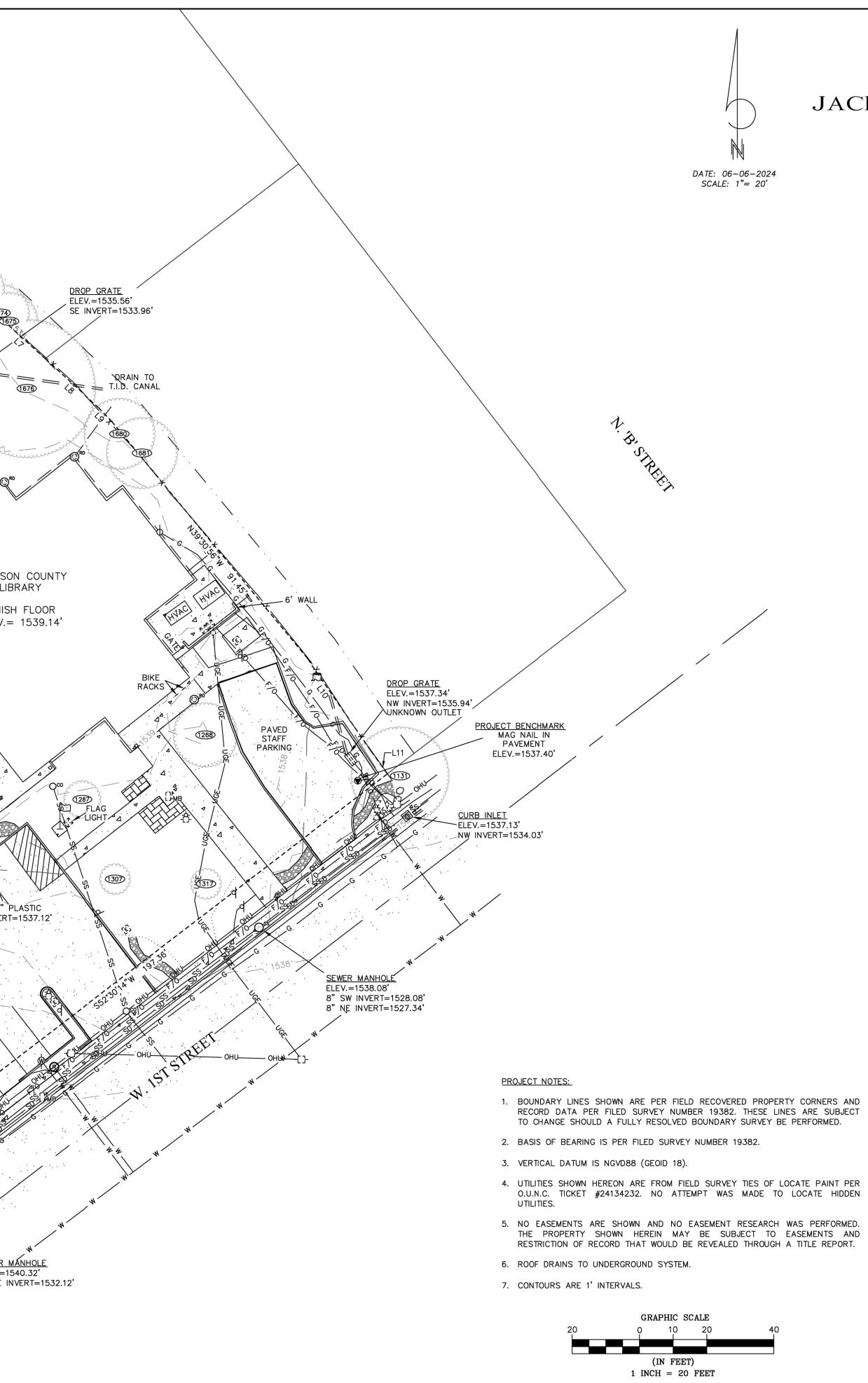
Frames and Grates: Place frame plumb and level.

Mount frame on mortar bed at indicated elevation, according to manufacturer's instructions.

Place grate in frame securely.



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	1663 TIGET
	E (653) E Tuniquer 3 Tuning 6 100 And
	III Church Comment
TREE TABLE	
POINT # TYPE DIAMETER NOTES 1131 DECIDUOUS 12"	-1536_
1131 DECIDUOUS 12 1268 DECIDUOUS 8"	- 1537
1287 DECIDUOUS 5"	
1307 DECIDUOUS 4" 1317 DECIDUOUS 4"	1538 1538
1517 DECIDIOUOS 4 1539 PINE 36"	
1540 PINE 22"	16 Contraction of the second s
1541 PINE 24" 1542 PINE 18"	
1543 DECIDUOUS 5"	6" PLASTIC INVERT=1535.94'
1544 PINE 24"	6" PLASTIC
1545 PINE 36" 1546 PINE 18"	
1547 PINE 28"	FINISH
1548 PINE 28"	ELEV.=
1549 PINE 24" 1550 PINE 18"	
1551 PINE 36"	
1552 PINE 24" 1553 PINE 28"	
1620 PINE 36"	
1653 CONIFER 4"	
1656 DECIDUOUS 8" 1657 CONIFER 14"	
1659 DECIDUOUS 8"	
1660 CONIFER 12"	
1661 CONIFER 10" GROUPx3 1663 PINE 24"	PICNIC AREA 1544)
1664 PINE 30"	
1665 PINE 30" 1667 DECIDUOUS 8"	
1668 DECIDUOUS 6"	
1669 CONIFER 10"	i i i i i i i i i i i i i i i i i i i
1670 CONIFER 8" 1671 DECIDUOUS 8"	6" PL
1672 CONIFER 8"	il dunne i i i i
1674 CONIFER 8" 1675 CONIFER 10"	
1676 CONIFER 36"	PAVED PUBLIC 1539 PARKING
1680 CONIFER 12"	PAVED PUBLIC 1539 PARKING
1681 CONIFER 12"	PARKING
	13.
LINE BEARING DISTANCE L2 N36*20'02"W 16.68'	
L3 N86°39'36"W 2.86'	1540
L4 N74*40'55"W 27.82'	TRANSITION
L5 N64'47'04"W 25.23'	TRANSITION 4' TO 6'
L6 N55*59'43"W 29.58'	
L7 N47'34'24"W 19.03' L8 N47'34'24"W 21.78'	OHU -1540
L9 N43*46'43"W 5.42'	Toto SS SS
L10 N34*33'53"W 33.29'	
L11 N35'29'35"W 8.41'	SEWER MÁ ELEV.=154 8" NE INV
L1 N52*27'32"E 24.05'	8" NE INV



TOPOGRAPHIC MAP FOR CRYSTAL ZASTERA JACKSON COUNTY LIBRARY SERVICES

SITE: PHOENIX PUBLIC LIBRARY 510 W. 1ST STREET PHOENIX, OREGON 97535

LEGEND

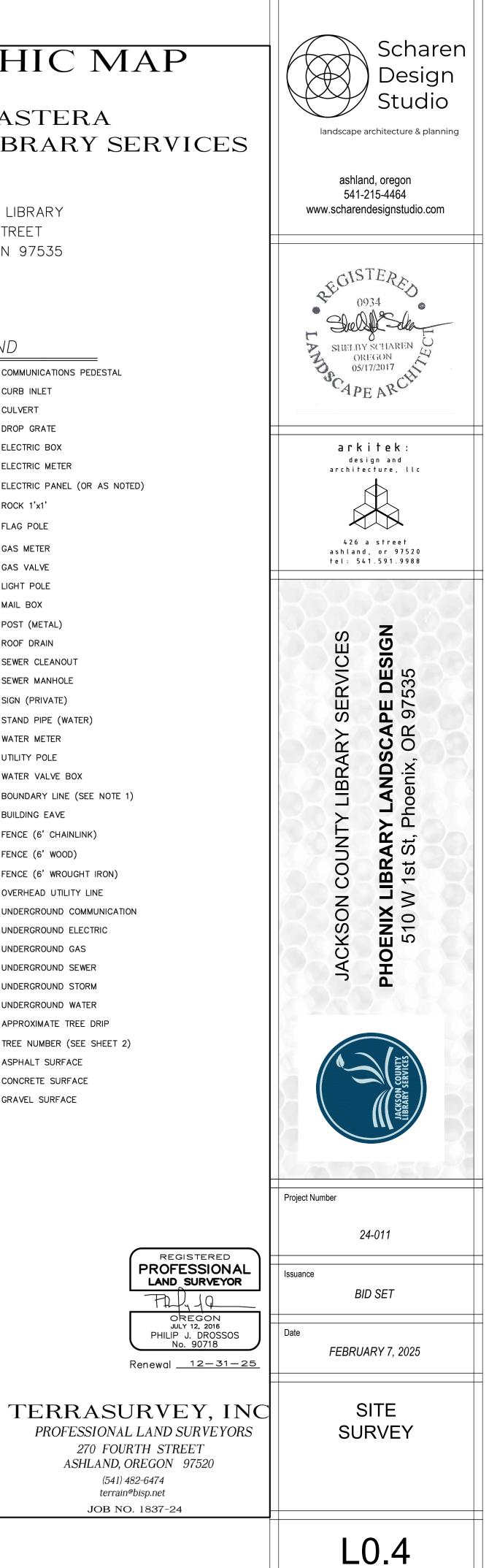
LEGEI	ND
د\$ے	COMMUNICATIONS PEDESTAL
0	CURB INLET
	CULVERT
EEE	DROP GRATE
E	ELECTRIC BOX
¢	ELECTRIC METER
К М К М	ELECTRIC PANEL (OR AS NOTED)
0	ROCK 1'x1'
	FLAG POLE
φ	GAS METER
۲×۲ ۲	GAS VALVE
	LIGHT POLE
ר זא ג אש	MAIL BOX
¢ 1×1	POST (METAL)
O rd	ROOF DRAIN
Oco	SEWER CLEANOUT
O^{ss}	SEWER MANHOLE
þ	SIGN (PRIVATE)
Ø	STAND PIPE (WATER)
፼ ∲ -{:}-	WATER METER
	UTILITY POLE
X	WATER VALVE BOX
	BOUNDARY LINE (SEE NOTE 1)
	BUILDING EAVE
X	FENCE (6' CHAINLINK)
	FENCE (6' WOOD)
O	FENCE (6' WROUGHT IRON)
OHU OHU	OVERHEAD UTILITY LINE
—— F/0—— F/0—	UNDERGROUND COMMUNICATION
UGE UGE	UNDERGROUND ELECTRIC
G G	UNDERGROUND GAS
SS SS	UNDERGROUND SEWER
SD SD	UNDERGROUND STORM
w w	UNDERGROUND WATER
	APPROXIMATE TREE DRIP
(1131)	TREE NUMBER (SEE SHEET 2)
	ASPHALT SURFACE
· · · · · · · · · · · · · · · · · · ·	CONCRETE SURFACE
767576767676767676767676767676767676767	GRAVEL SURFACE

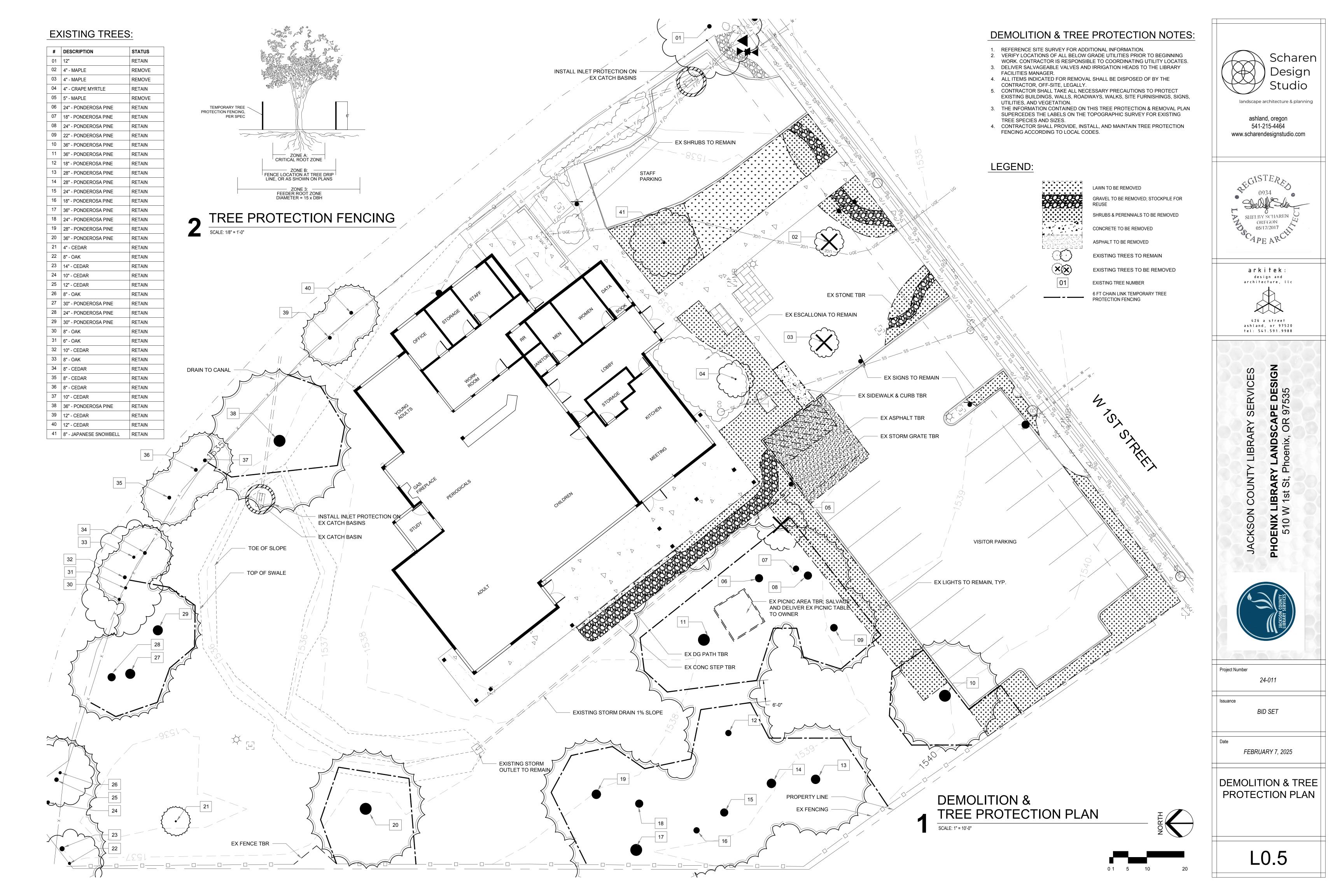
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270 FOURTH STREET

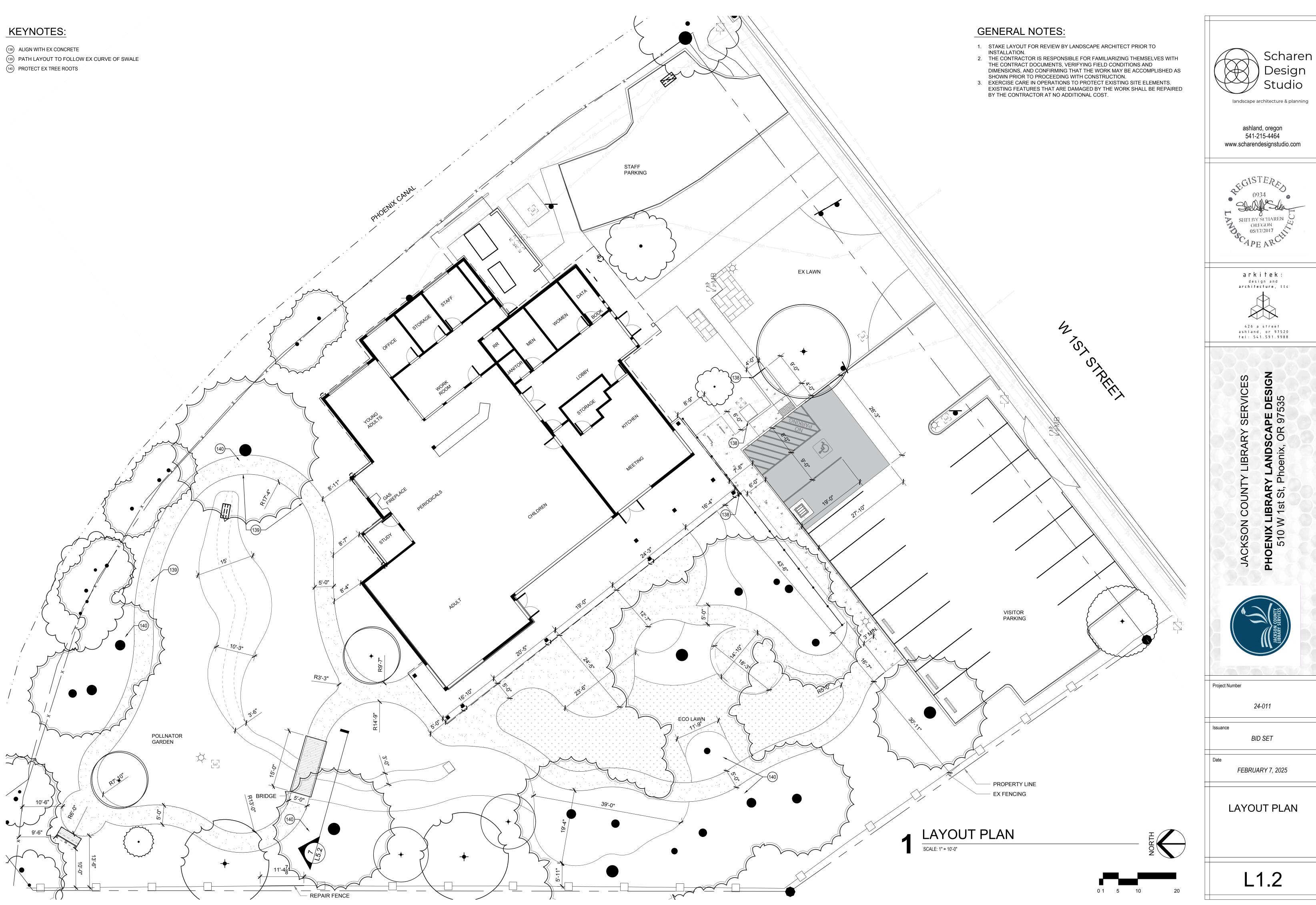
ASHLAND, OREGON 97520

(541) 482-6474 terrain@bisp.net JOB NO. 1837-24

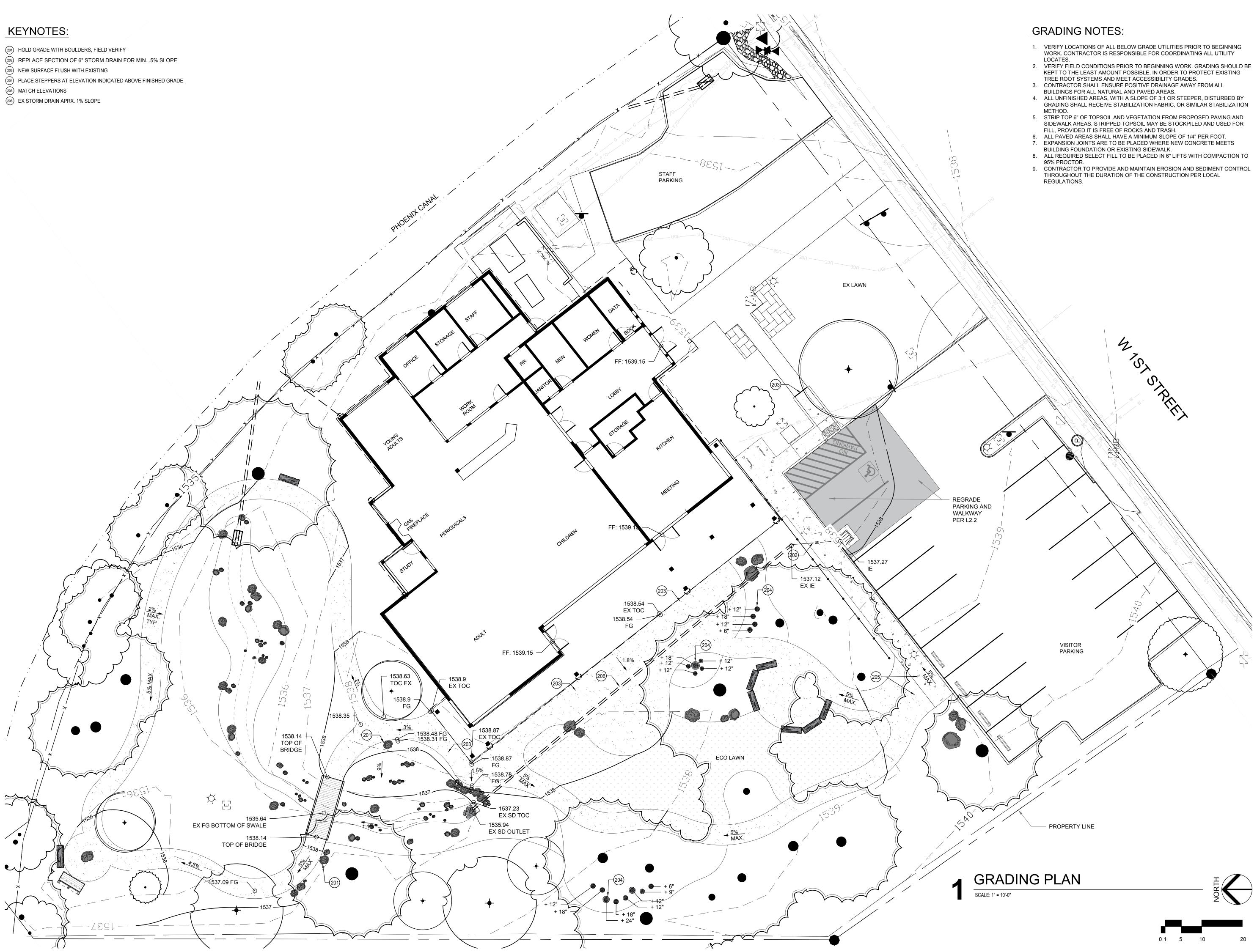


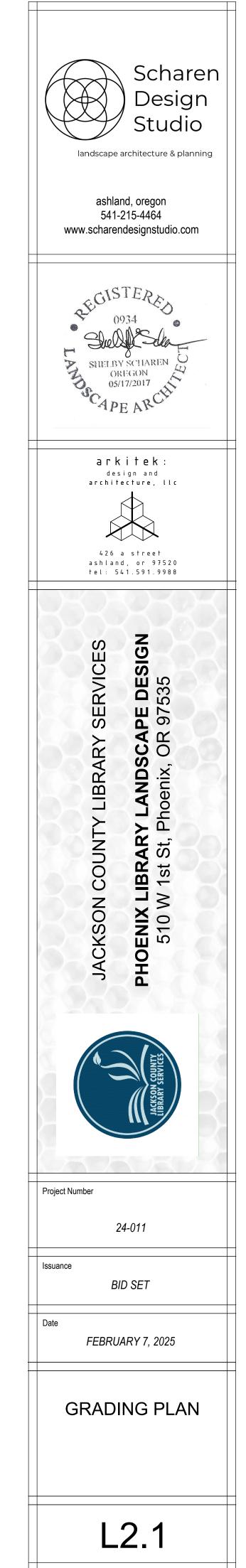






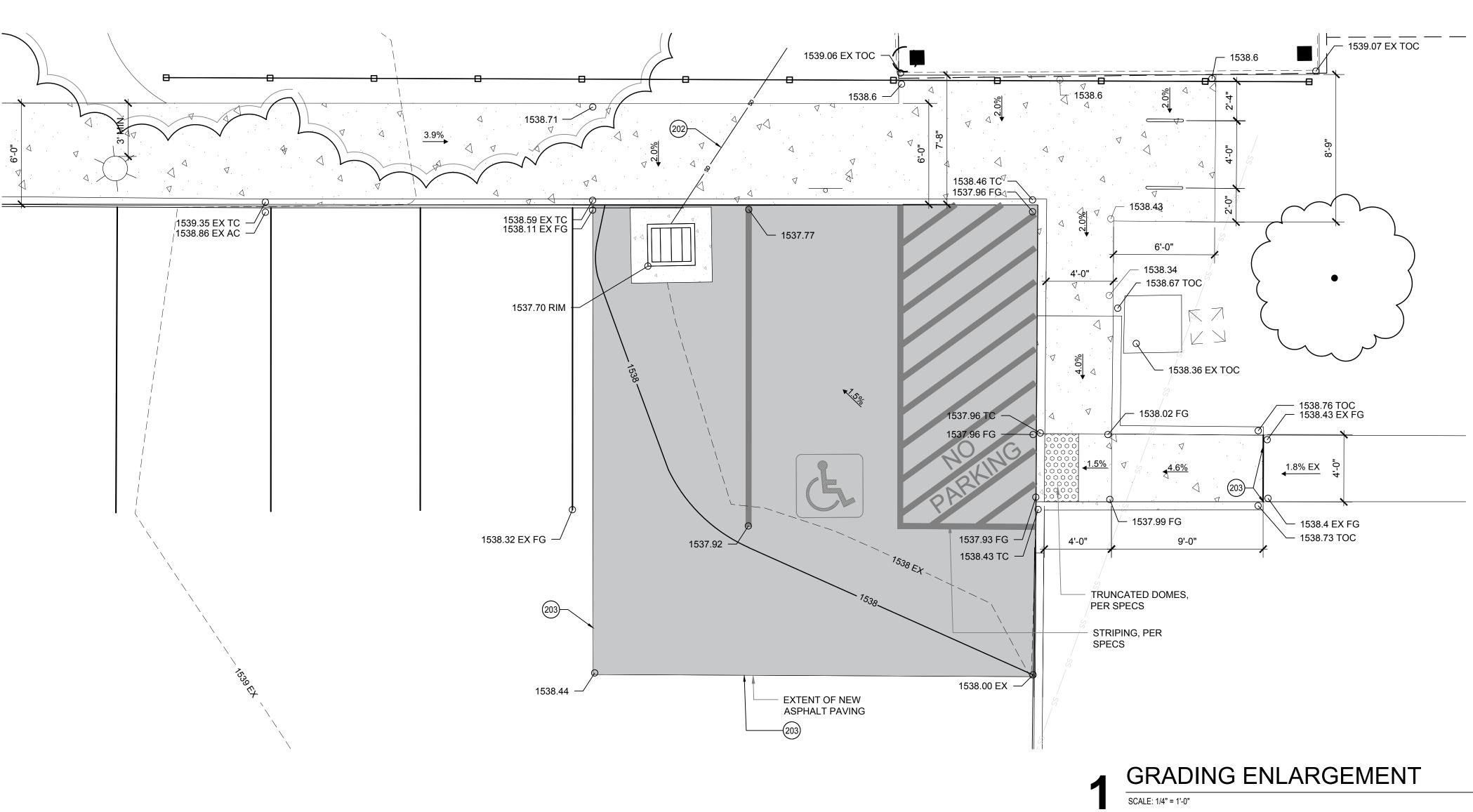
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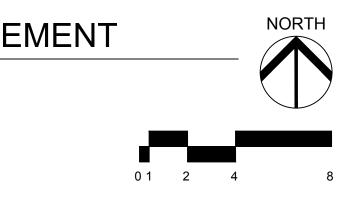




KEYNOTES:

- 202) CONNECT TO EX 6" STORM DRAIN AT MIN. .5% SLOPE
- 203 NEW SURFACE FLUSH WITH EXISTING







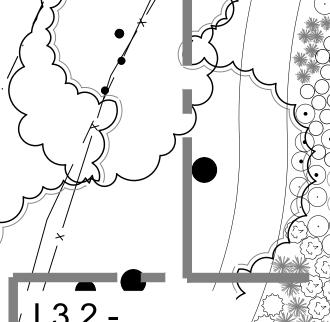
PLANT LIST:

	ID	QTY	LATIN NAME	COMMON NAME	SIZE
TREES:	CERO	1	Cercis c. 'Oklahoma'	Okahoma Redbud	1.5"
	CORE	2	Cornus 'Eddies White Wonder'	Eddie's White Wonder Dogwood	1.5"
	MALS	2	Malus 'Snowdrift'	Snowdrift Crabapple	1.25"
	RHAP	2	Rhamnus purshiana	Cascara Sagrada	10 GA
	SAMM	2	Sambucus mexicana	Blue Elderberry	15 GA
	TILC	1	Tilia cordata	Little Leaf Linden	1.75"
SHRUBS:	ARCS	11	Arctostaphylos d. 'Sentinel'	Sentinel Manzanita	10 GA
	BACP	10	Baccharis pilularis	Coyote Bush	1 GAL
	CEAC	44	Ceanothus 'Centennial'	Creeping Mountain Lilac	1 GAL
	CEAD	1	Ceanothus 'Dark Star'	Dark Star California Lilac	1 GAL
	CORK	19	Cornus sericea 'Kelseyi'	Kelsey's Dwarf Red-Osier Dogwood	1 GAL
	GARE	2	Garrya elliptica	Wavyleaf Silktassel	10 G/
	HETA	1	Heteromeles arbutifolia	Toyon	5 GAL
	MAHA	11	Mahonia aquifolium	Oregon Grape	5 GAL
	MORC	4	Morella californica	Pacific wax myrtle	15 G/
	PHIL	12	Philadelphus lewisii	Mock Orange	3 GAL
	RHAE	5	Rhamnus californica 'Eve Case'	Eve Case Coffeeberry	3 GAL
	RIBS	9	Ribes sanguineum	Flowering Currant	3 GAL
	ROSN	28	Rosa x 'Nitty Gritty Yellow'	Nitty Gritty Yellow Rose	
	ROSA	11	Rosmarinus officinalis 'Arp'	Arp Rosemary	1 GAL
	SPID	12	Spiraea douglasii	Douglas Spirea	3 GAL
PERENNIALS:	ACHM	84	Achillea millefolium	Yarrow, native	1 GAL
	ACHT	22	Achillea millefolium 'Terracotta'	Yarrow	1 GAL
	AGAY	36	Agastache 'Kudos Yellow	Yellow Hyssop	1 GAL
	AGAA	58	Agastache Kudos™ 'Ambrosia'	Ambrosia' Hummingbird Mint	1 GAL
	AGAU	13	Agastache urticifolia	Nettleleaf Horsemint	1 GAL
	AQUF	19	Aquilegia formosa	Western Columbine	1 GAL
	ASCS	14	Asclepias speciosa	Showy Milkweed	4"
	BOUB	35	Bouteloua g. 'Blonde Ambition'	Blonde Ambition Blue Grama Grass	1 GAL
	CALD	37	Calluna vulgaris 'Dark Beauty'	Dark Beauty Heather	1 GAL

ID	QTY	LATIN NAME	COMMON NAME	SIZE
CARO	25	Carex obnupta	Slough Sedge	1 GAL
DESC	45	Deschampsia caespitosa	Tufted Hair Grass	1 GAL
ECHP	28	Echinacea purpurea	Coneflower	1 GAL
ECHY	40	Echinacea p. 'Mellow Yellows'	Yellow Echinacea	1 GAL
ERIK	24	Erigeron klamathensis	Klamath Fleabane	1 GAL
ERIO	6	Eriophyllum lanatum	Oregon Sunshine	1 GAL
FESS	128	Festuca idahoensis 'Siskiyou Blue'	Idaho Fescue	1 GAL
HELS	74	Helictotrichon sempervirens	Blue Oat Grass	1 GAL
HEUM	24	Heuchera micrantha	Crevice Allumroot	1 GAL
JUNE	28	Juncus effusus	Common Rush	1 GAL
LAVP	21	Lavandula x i. 'Phenomenal'	Phenomenal Lavender	1 GAL
LUPA	24	Lupinus argenteus	Silvery Lupine	1 GAL
MAHR	38	Mahonia repens	Creeping Oregon Grape	1 GAL
MONR	51	Monardella villosa 'Russian River'	Russian River Coyote Mint	1 GAL
PENM	29	Penstemon pin. 'Mersea Yellow'	Yellow Pineleaf Penstemon	1 GAL
POLM	21	Polystichum munitum	Western Sword Fern	1 GAL
SALB	24	Salvia greggii 'Blue Note'	Blue Note Autumn Sage	1 GAL
SALR	21	Salvia greggii 'Radio Red'	Radio Red Autumn Sage	1 GAL
SIDM	50	Sidalcea malviflora	Rose Checkermallow	1 GAL
SYMS	20	Symphyotrichum subspicatum	Douglas Aster	1 GAL
ZAUO	20	Zauschneria g. 'Orange Carpet'	Orange Carpet Humingbird Trumpet	1 GAL

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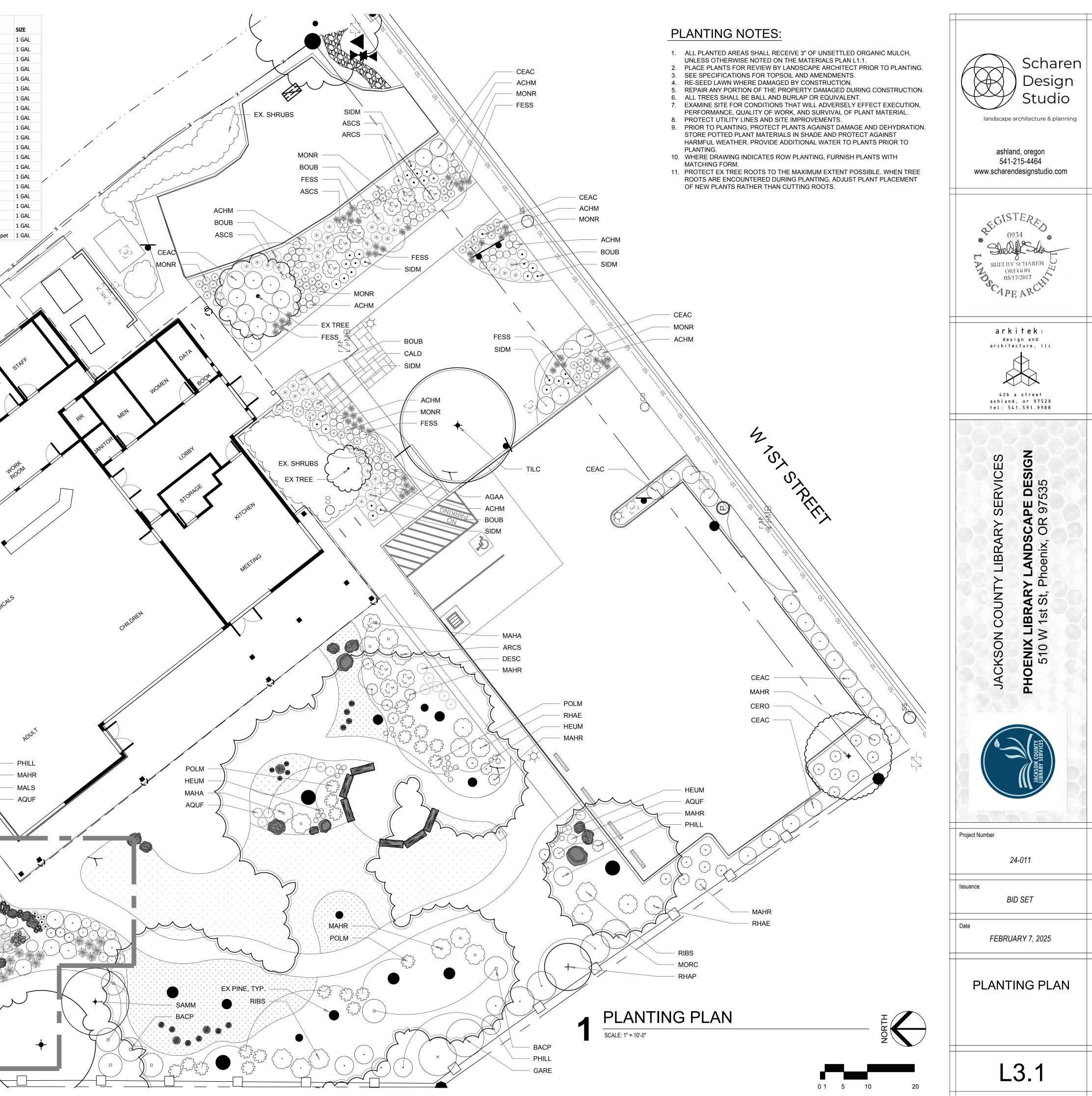


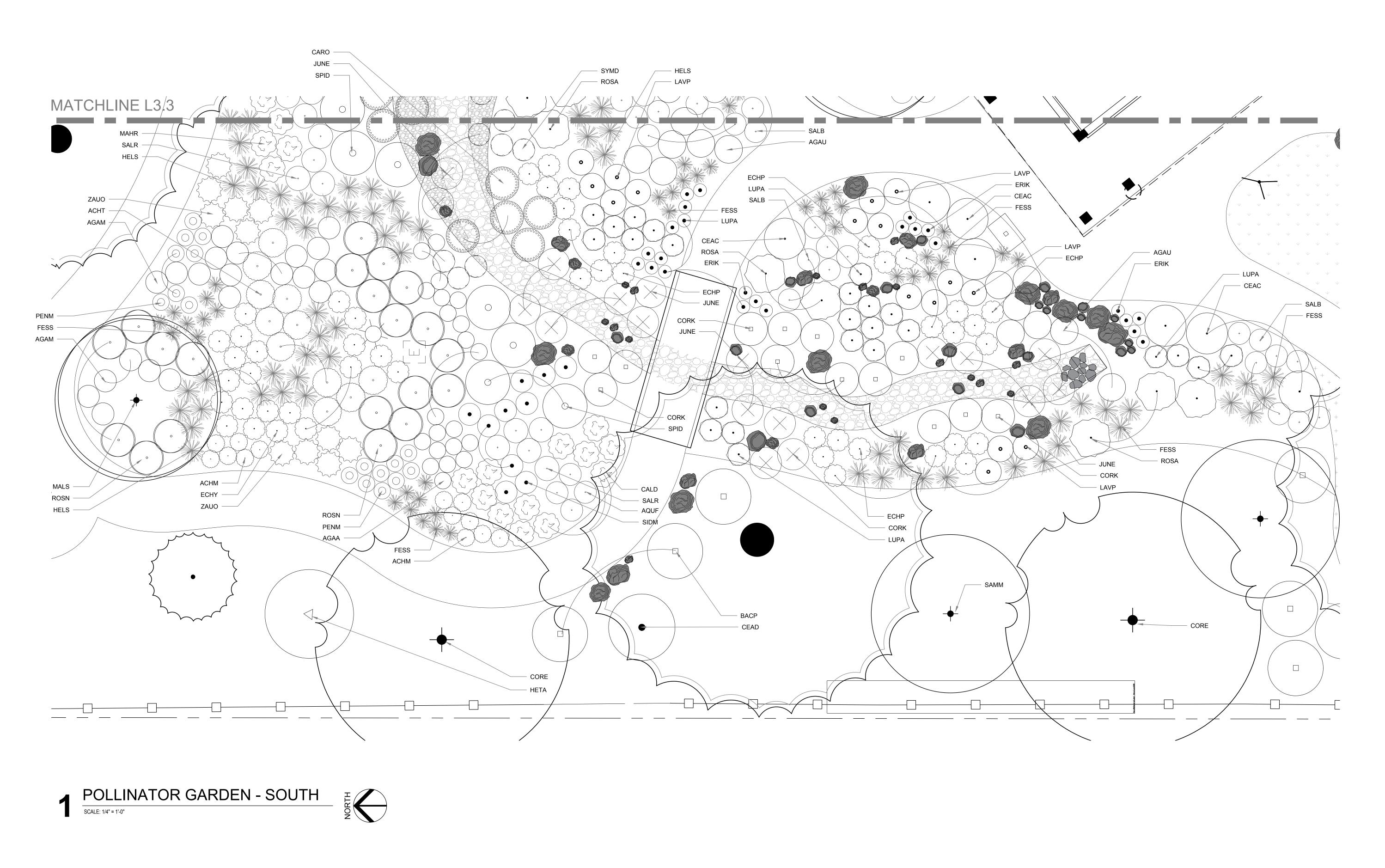
YOUNG SOULTS

RHAP RIBS

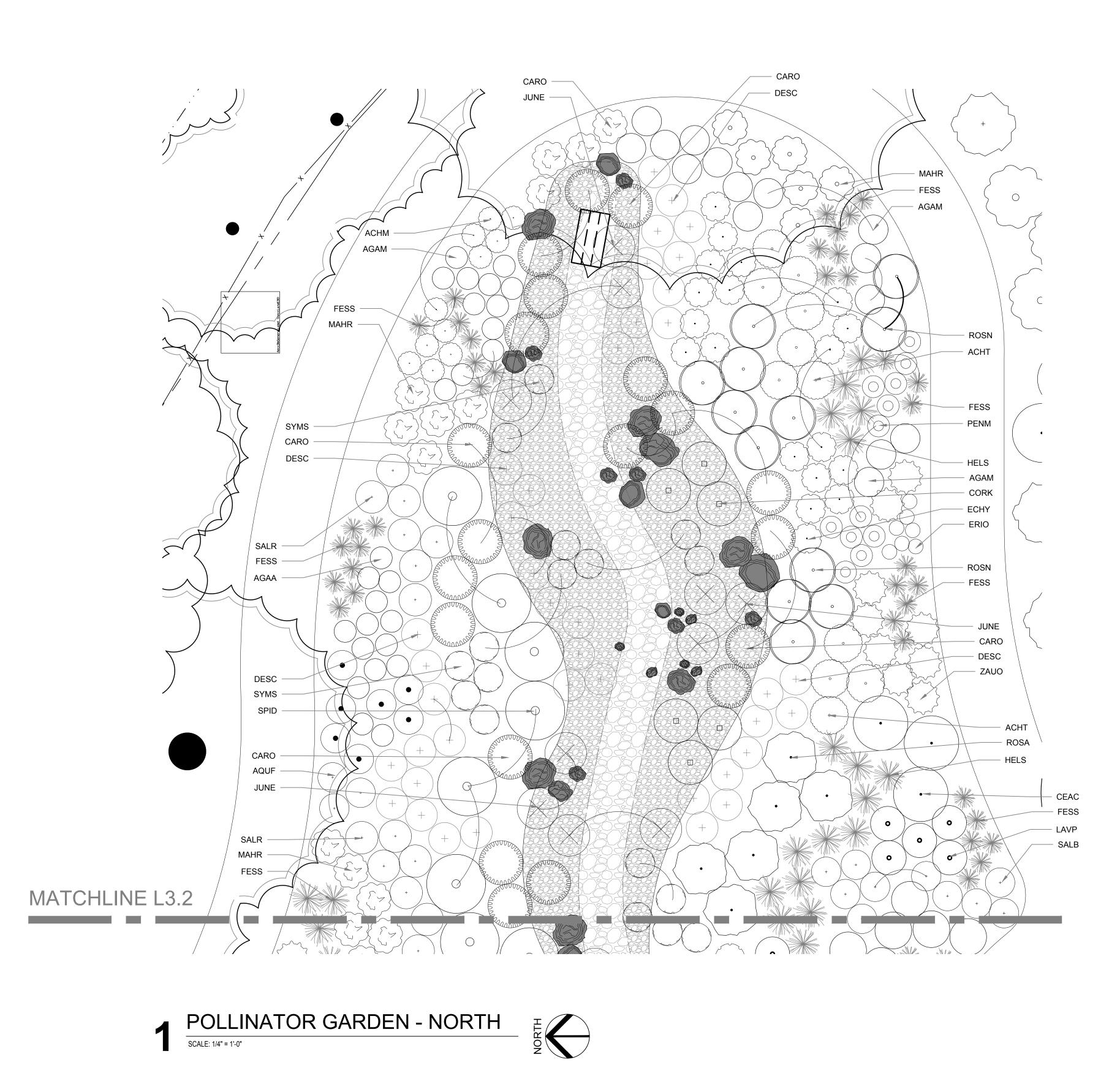
PHILL

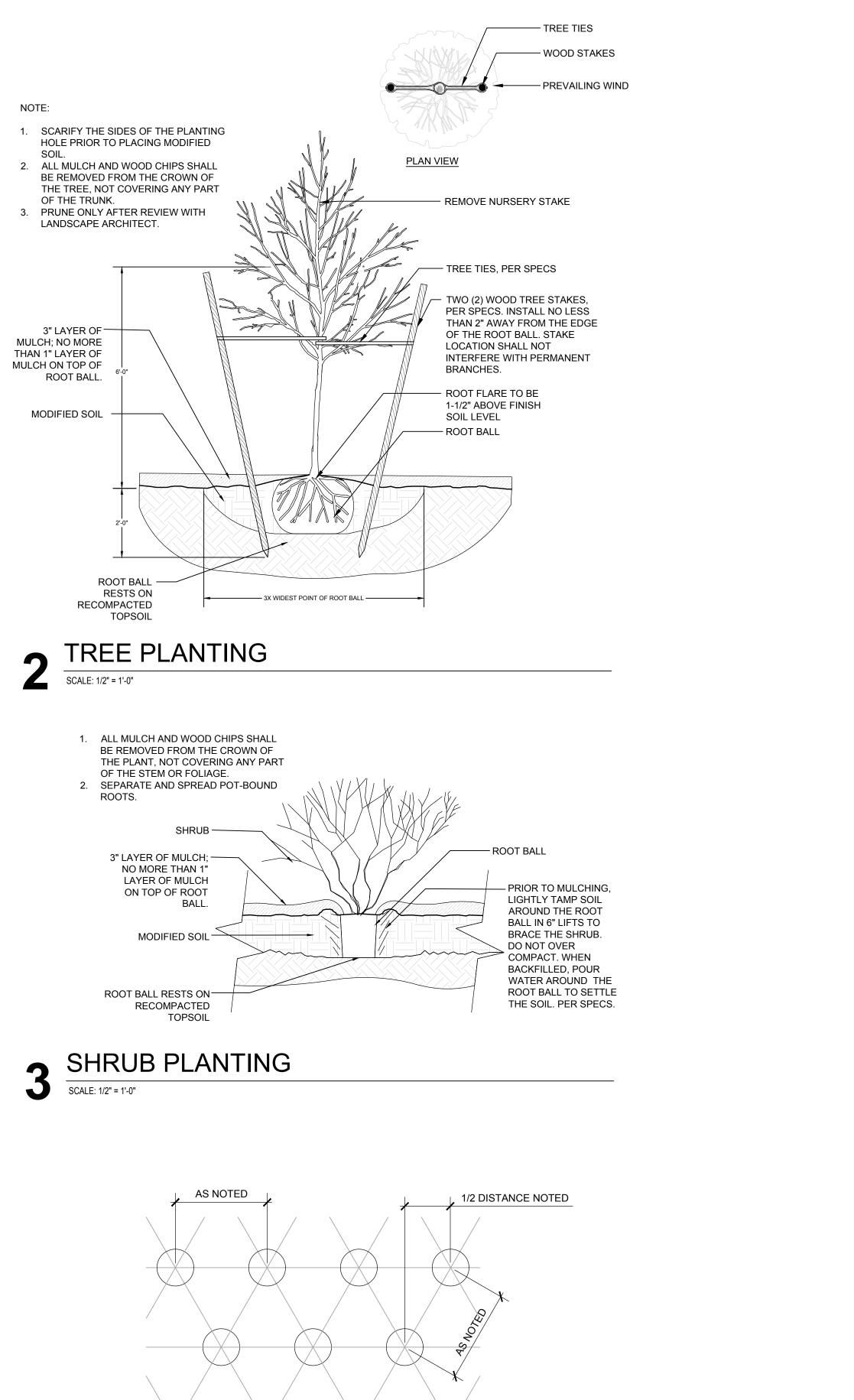
RIBS

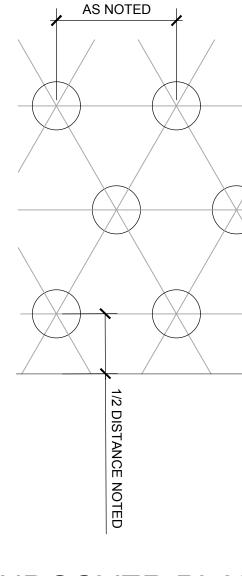




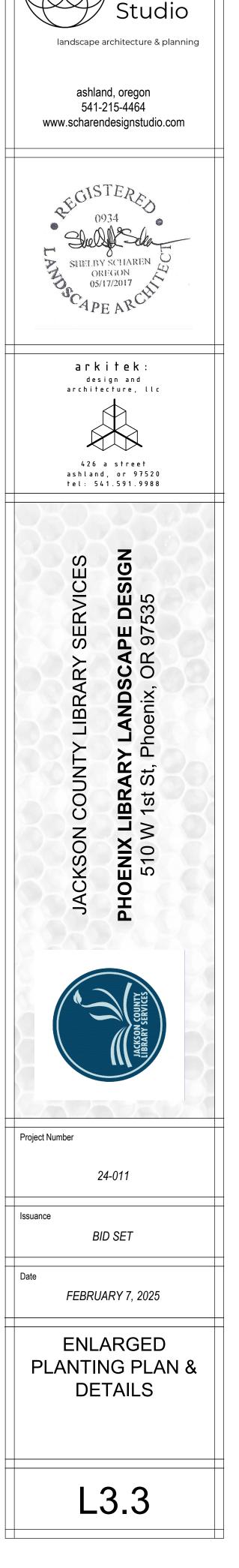












Scharen

Design

EDGE OF PLANTED AREA

IRRIGATION LEGEND

SYMBOL	RADIUS	ARC	GPM	PSI	NOZZLE	SPRAY HEAD
			.25	45	RZWS-18-25	
¢			.25	45	RZWS-10-25	
4	8-15	90	.17	30	MP1000-90	PRO-SPRAY PRS30
٠	8-15	180	.34	30	MP1000-210	PRO-SPRAY PRS30
•	8-15	270	.48	30	MP1000-210	PRO-SPRAY PRS30
۲	8-15	360	.69	30	MP1000-360	PRO-SPRAY PRS30
6	13-21	90	.38	30	MP2000-90	PRO-SPRAY PRS30
Ŷ	13-21	180	.64	30	MP2000-210	PRO-SPRAY PRS30

LEGEND	
	AREA OF NEW POINT-SOURCE DRIP IRRIGATION
	EXISTING SPRINKLERS, REPLACE NOZZLES WITH MP1000
\bullet	EXISTING AUTOMATIC CONTROL VALVE
•	HUNTER ICV-101G GLOBE VALVE w/ FLOW CONTROL.
	HUNTER ICZ-101 DRIP CONTROL ZONE KIT.
\bigtriangleup	HUNTER HQ-44-LRC-R QUICK COUPLING VALVE
	MAIN LINE ISOLATION VALVE, AS SPECIFIED. LINE SIZE
•	CIRCUIT ENTRY FOR POINT-SOURCE DRIP SYSTEM, PER SPECS
	1.5" MAIN LINE
	LATERAL LINE, SCH 40 PVC. SIZE AS NOTED.
	EXISTING 1.5" MAIN LINE
J	CONCRETE JUNCTION BOX
С	HUNTER PRO-C CONTROLLER

YOUNGS

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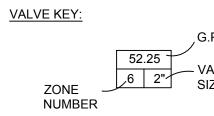
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6 1"

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IRRIGATION NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL VERIFY DIMENSIONS AND CONDITIONS OF THE SITE PRIOR TO

CONSTRUCTION. 2. INSTALL IRRIGATION SYSTEM IN COMPLIANCE WITH CODES AND ORDINANCES OF ALL JURISDICTIONAL AGENCIES.

3. IRRIGATION WILL BE AN AUTOMATIC SYSTEM AND WILL UTILIZE THE EXISTING MAIN LINE CONNECTIONS, VALVES, AND BACKFLOW PREVENTION DEVICE OF THE ORIGINAL IRRIGATION SYSTEM WHEN POSSIBLE. IT IS THE CONTRACTORS RESPONSIBILITY TO ASSESS THE EXISTING IRRIGATION SYSTEM FOR ADAPTATION. 4. VERIFY BACKFLOW PREVENTION DEVICE IS OPERATIONAL AND HAS BEEN APPROVED BY THE APPROPRIATE AUTHORITY.

5. CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF SUFFICIENTLY SIZED SLEEVES FOR CONTROL WIRES AND NON-PRESSURE LATERAL LINE PIPING UNDER PAVED AREAS, IN ADDITION TO CONTROL WIRES AND LATERAL LINE PIPING.

6. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND ADJUSTING IRRIGATION COMPONENTS TO DELIVER A FULLY OPERATIONAL SYSTEM WITH COMPLETE COVERAGE. SET SPRINKLER HEADS PERPENDICULAR TO FINISH GRADE AT ALL IRRIGATED AREAS.

8. PREVENT OVERSPRAY ONTO WALKS, ROADWAYS, WALLS, FENCES AND BUILDINGS.

9. THE PIPING LAYOUT IS DIAGRAMMATIC. PLACE PIPES TOGETHER IN A COMMON TRENCH WHENEVER POSSIBLE. ADJUST LINES IN THE FIELD AS NEEDED TO AVOID CONFLICTS.

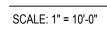
10. IRRIGATION LATERALS ARE SIZED STARTING AT VALVE AND CONTINUING IN DIRECTION OF FLOW. 11. PROVIDE 12" POP-UP SPRINKLER HEADS FOR ALL SHRUB BEDS, AND 6" POP-UP SPRINKLERS FOR ALL LAWN AREAS UNLESS NOTED OTHERWISE.

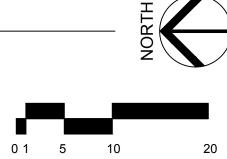
- 12. INSTALL PRESSURE REGULATOR ON MAIN LINE AS REQUIRED TO ACHIEVE SPECIFIED PSI RATINGS.
- 13. INSTALL IN-LINE CHECK VALVES AS REQUIRED TO PREVENT LOW HEAD DRAINAGE. 14. ALL VALVES SHALL BE PLACED IN VALVE BOXES IN A MANNER WHICH FACILITATES ACCESS FOR MAINTENANCE. LOCATE VALVE BOXES IN SHRUB BEDS WHENEVER POSSIBLE
- 15. INSTALL DRAIN VALVES AT LOW POINTS ON MAIN AND LATERAL LINES.

2

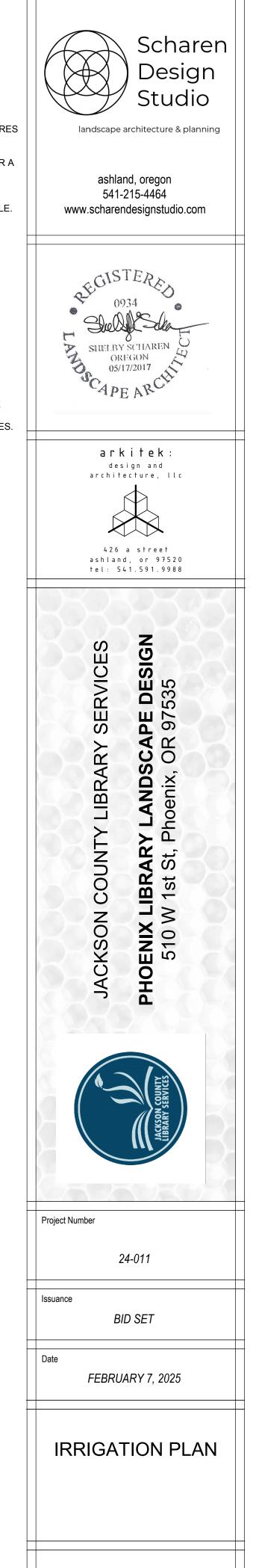
- 16. RESTORE AREAS / FACILITIES DAMAGED BY IRRIGATION WORK TO ORIGINAL CONDITION. 18. FIELD ADJUST LINES TO AVOID CONFLICT WITH UTILITIES AND EXISTING SITE CONDITIONS. 19. MAIN LINES TO BE BURIED 18" DEEP; LATERAL LINES TO BE BURIED 12"
 - DEEP. 20. INSTALL DRAIN ROCK IN VALVE BOX TO WITHIN 2" OF BOTTOM OF VALVE
 - ASSEMBLY.
 - 21. WIRE SPLICES TO BE MOISTURE PROOF AND MADE ONLY IN VALVE BOXES. INCLUDE 12" LENGTH OF COILED SLACK AT SPLICES. 22. REMOVE ALL PACKAGING, EXCESS MATERIALS, AND TRASH IN A LEGAL MANNER.

IRRIGATION PLAN



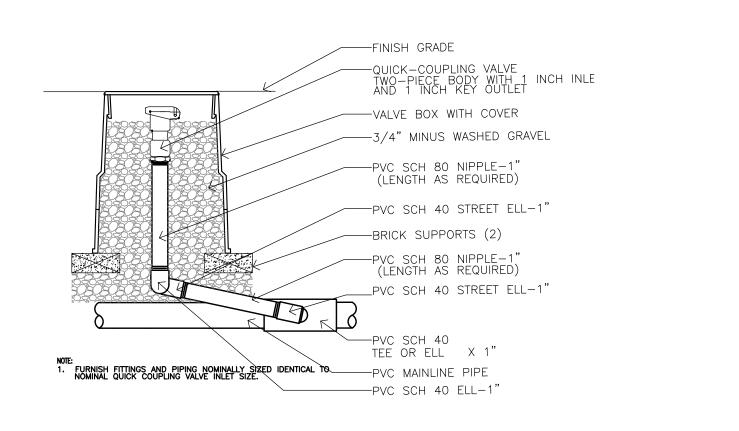


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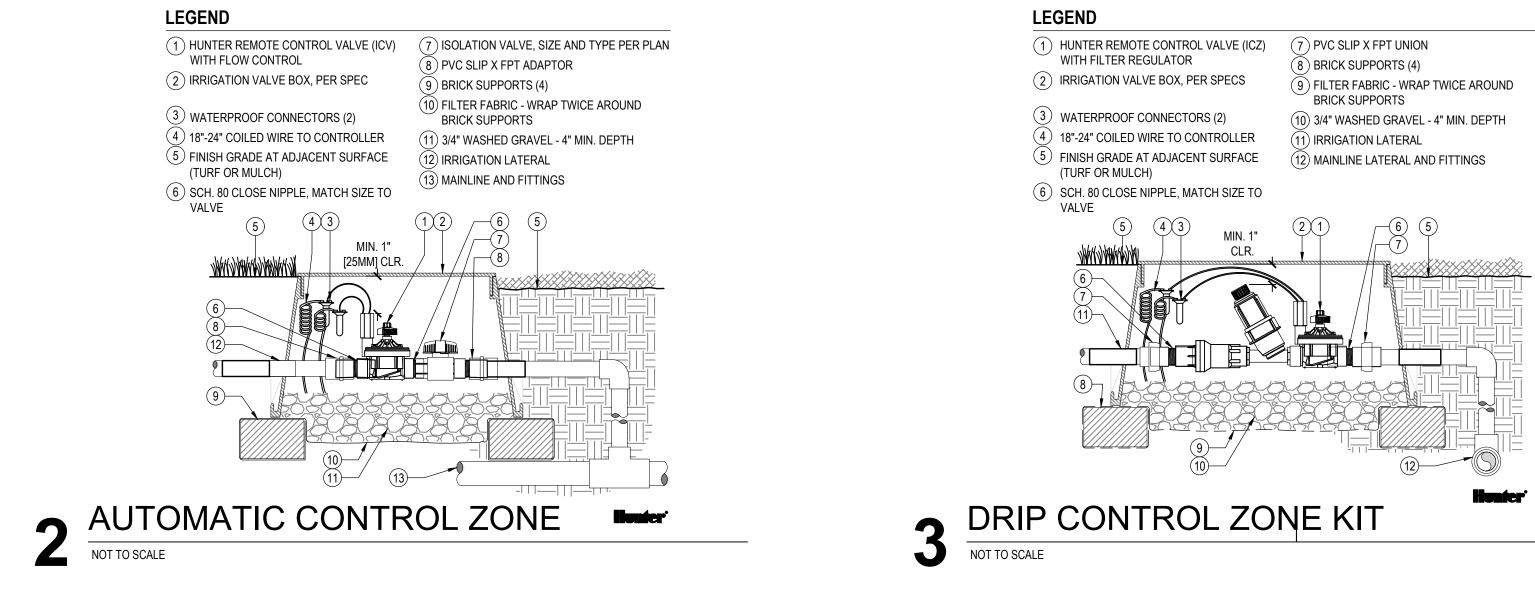


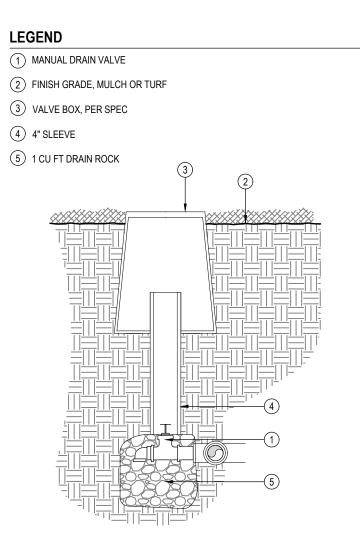
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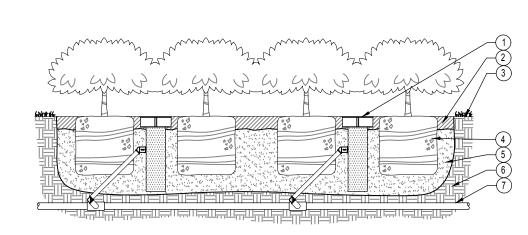












LEGEND: 1)10" ROOT ZONE WATERING SYSTEM PER PLAN

2 MULCH

(3) FINISHED GRADE

4 ROOT BALL (5) AMENDED SOIL MEDIA (PER SOILS REPORT)

6 NATIVE SOIL

7)LATERAL PIPE - SIZE PER PLAN

NOTES INSTALL RZWS SLEEVE OVER TUBE TO HELP PREVENT SOIL INTRUSION



NOTE: 1. INSTALL IRRIGATION HEADS PERPENDICULAR

-FINISH GRADE

SPECIFIED IRRIGATION HEAD

SET HEAD FLUSH WITH FINISH

LAWN/SHRUB BED GRADE

1/2" MARLEX ST. ELBOW

- 1/2" MARLEX ST. ELBOW

LATERAL LINE: TEE UP TO

MEET DESIRED ELEVATION

TO THE SLOPE OF THE FINISH GRADE.

1/2" ADAPTER -

ELBOW

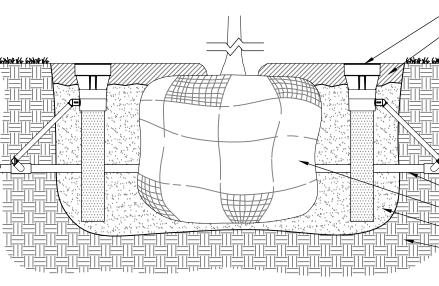
ELBOW

15" X 1/2" -

FLEX PIPE

1/2" ADAPTER-

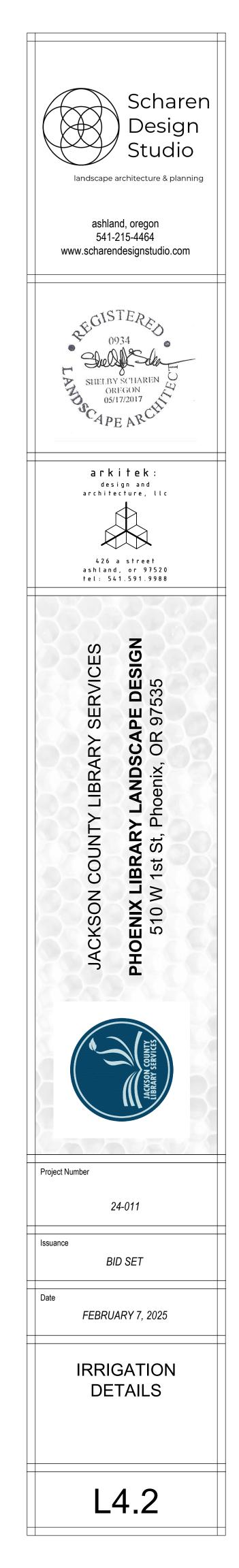
5 SPRAY DETAIL

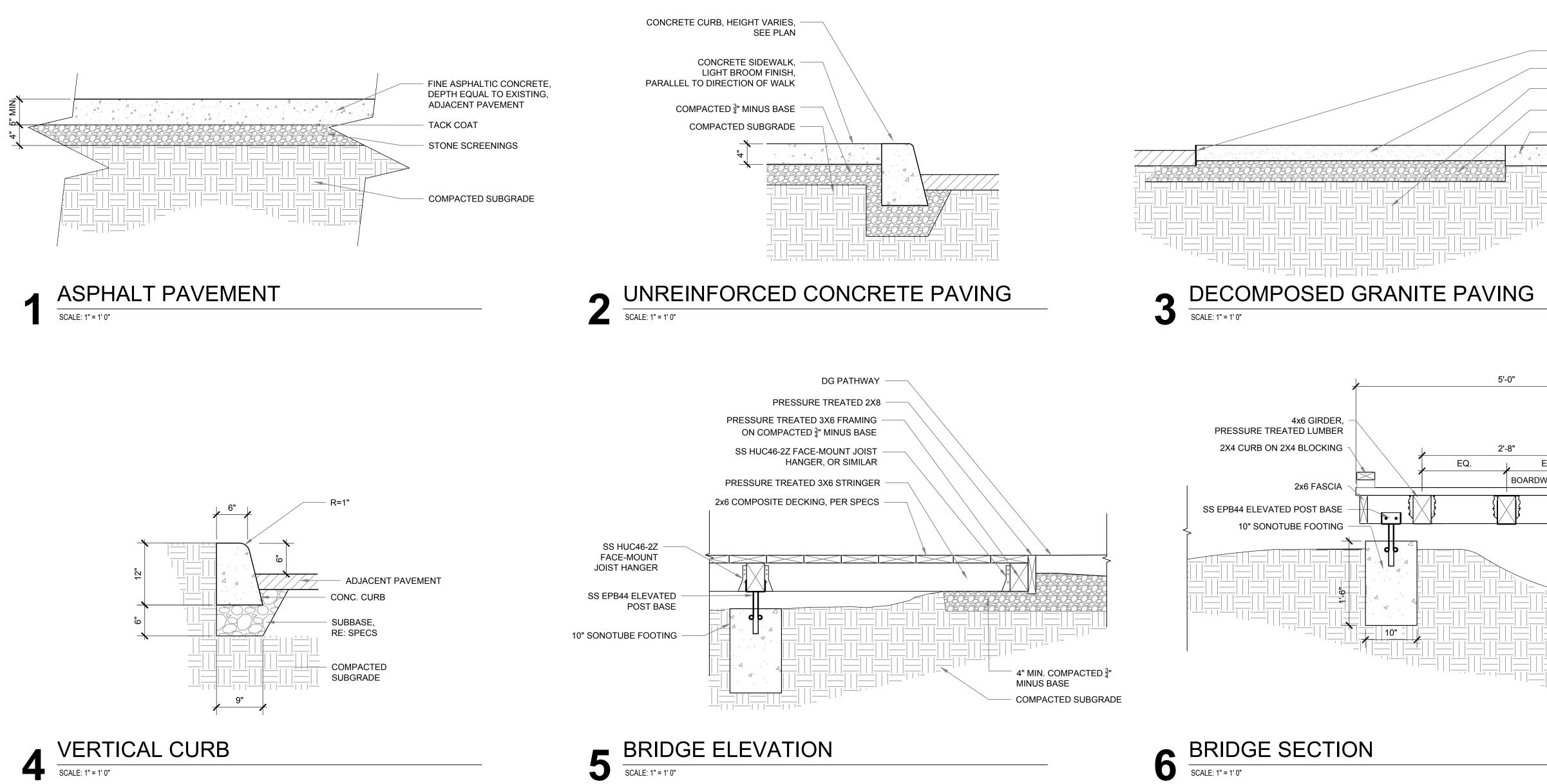




LEGEND: (1)18" ROOT ZONE WATERING SYSTEM PER PLAN 2 MULCH 3 FINISHED GRADE 4 LATERAL PIPE - SIZE PER PLAN 5 ROOT BALL 6 AMENDED SOIL MEDIA (PER SOILS REPORT) (7)NATIVE SOIL

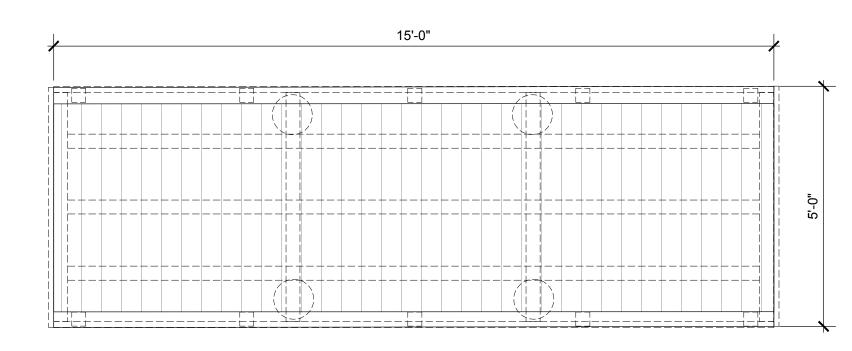
NOTES INSTALL RZWS SLEEVE OVER TUBE TO HELP PREVENT SOIL INTRUSION

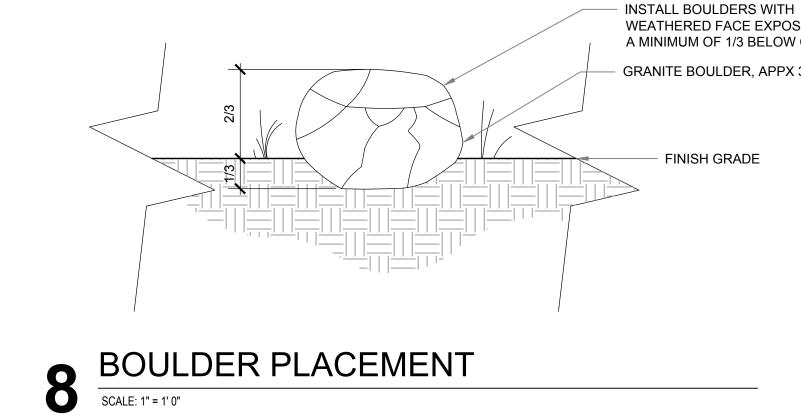






VERTICAL CURB SCALE: 1" = 1' 0"





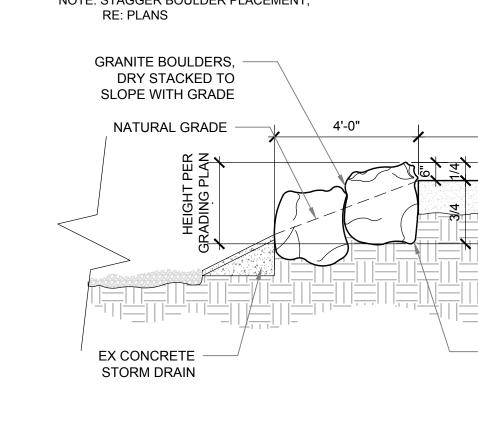
- BRIDGE PLAN SCALE: 1/2" = 1' 0"

- FINISH GRADE

WEATHERED FACE EXPOSED, A MINIMUM OF 1/3 BELOW GRADE. GRANITE BOULDER, APPX 3' X 5'

9

SCALE: 3/8" = 1' 0"



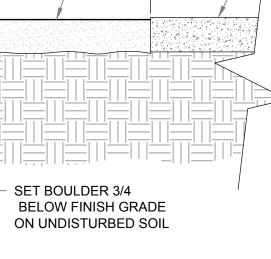
SECTION AT BOULDER WALL

NOTE: STAGGER BOULDER PLACEMENT,

BRIDGE ELEVATION

5

SCALE: 1" = 1' 0"

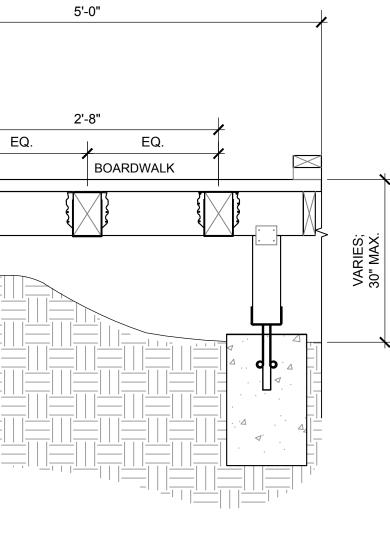


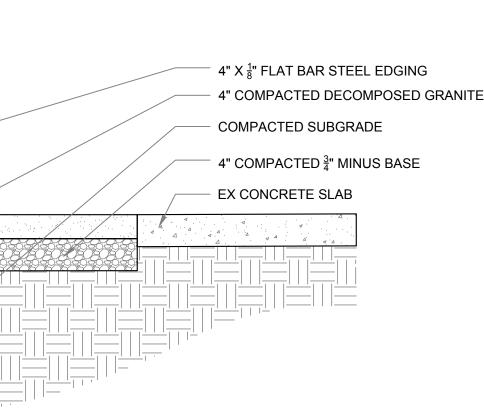
5'-10"

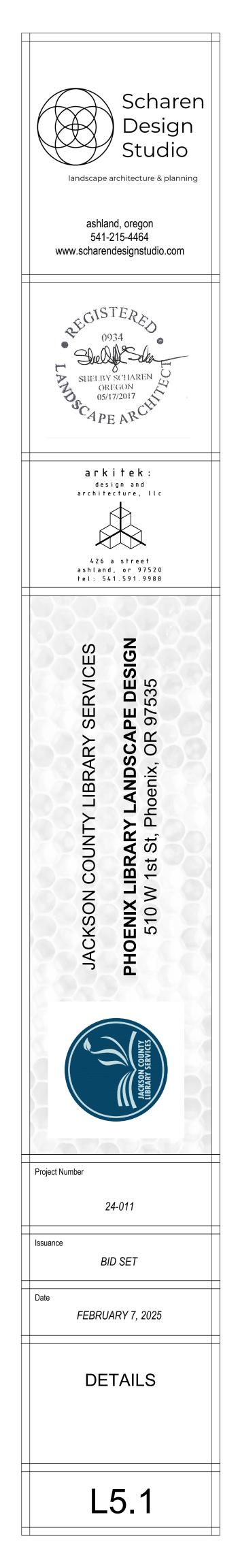
DECOMPOSED

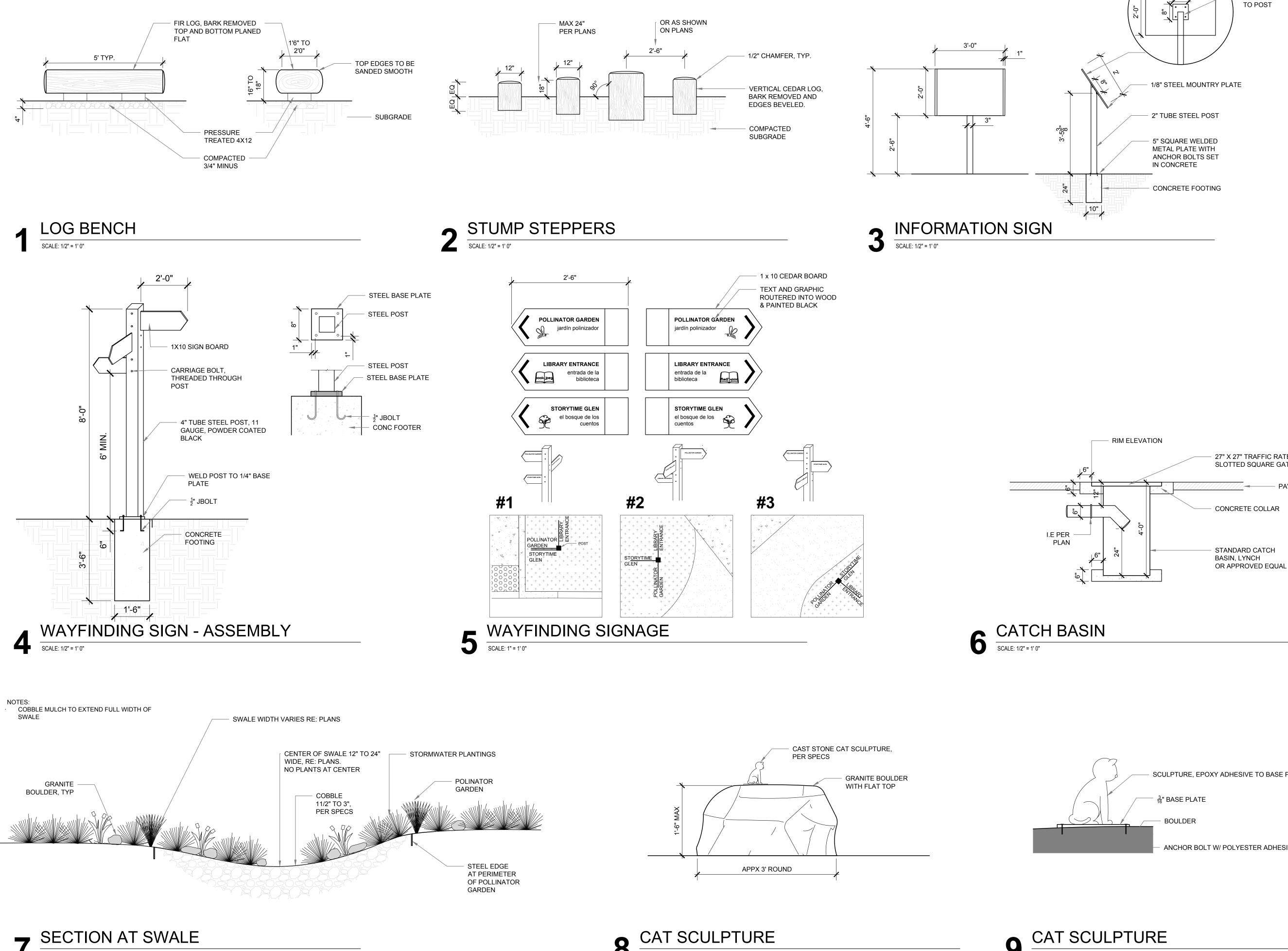
GRANITE PATH

EX CONCRETE









SCALE: 1/2" = 1' 0"







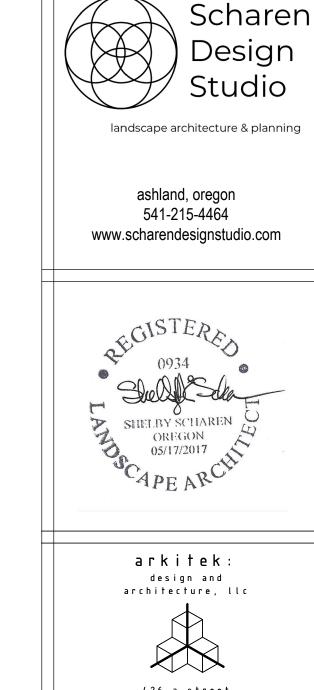
SCULPTURE, EPOXY ADHESIVE TO BASE PLATE ANCHOR BOLT W/ POLYESTER ADHESIVE

27" X 27" TRAFFIC RATED SLOTTED SQUARE GATE PAVEMENT

4MM ACM WITH ADHERED PRINTED VINYL SIGN

WELDED

3'-0"





24-011

Issuance

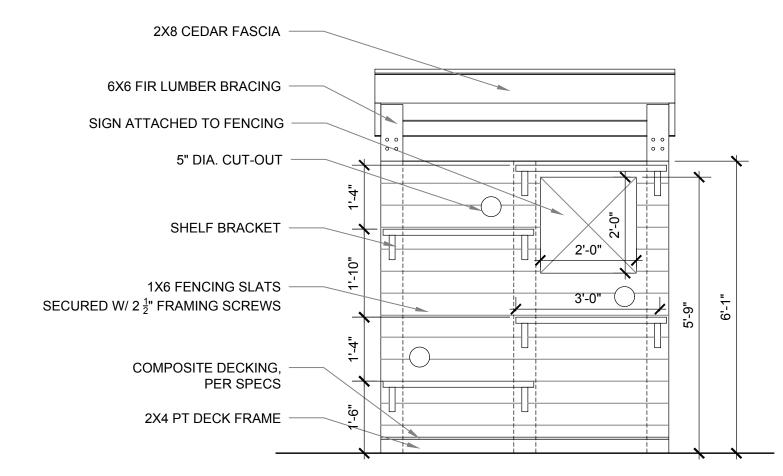
Date

BID SET

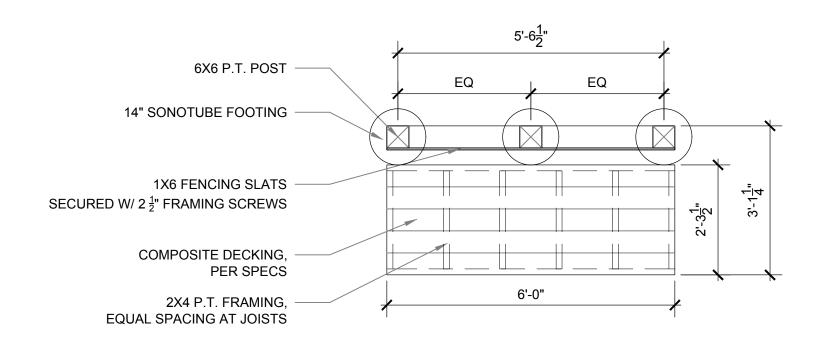
FEBRUARY 7, 2025

DETAILS

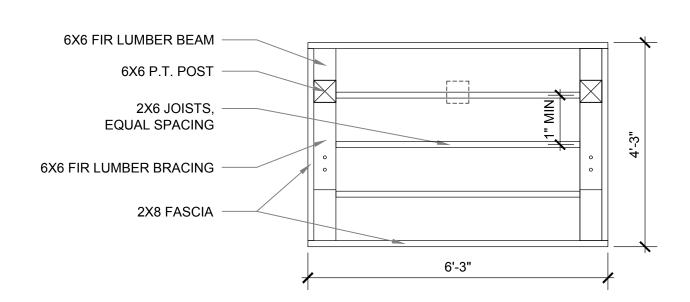
L5.2



CAT SHELTER - ELEVATION 1 SCALE: 1/2" = 1' 0"

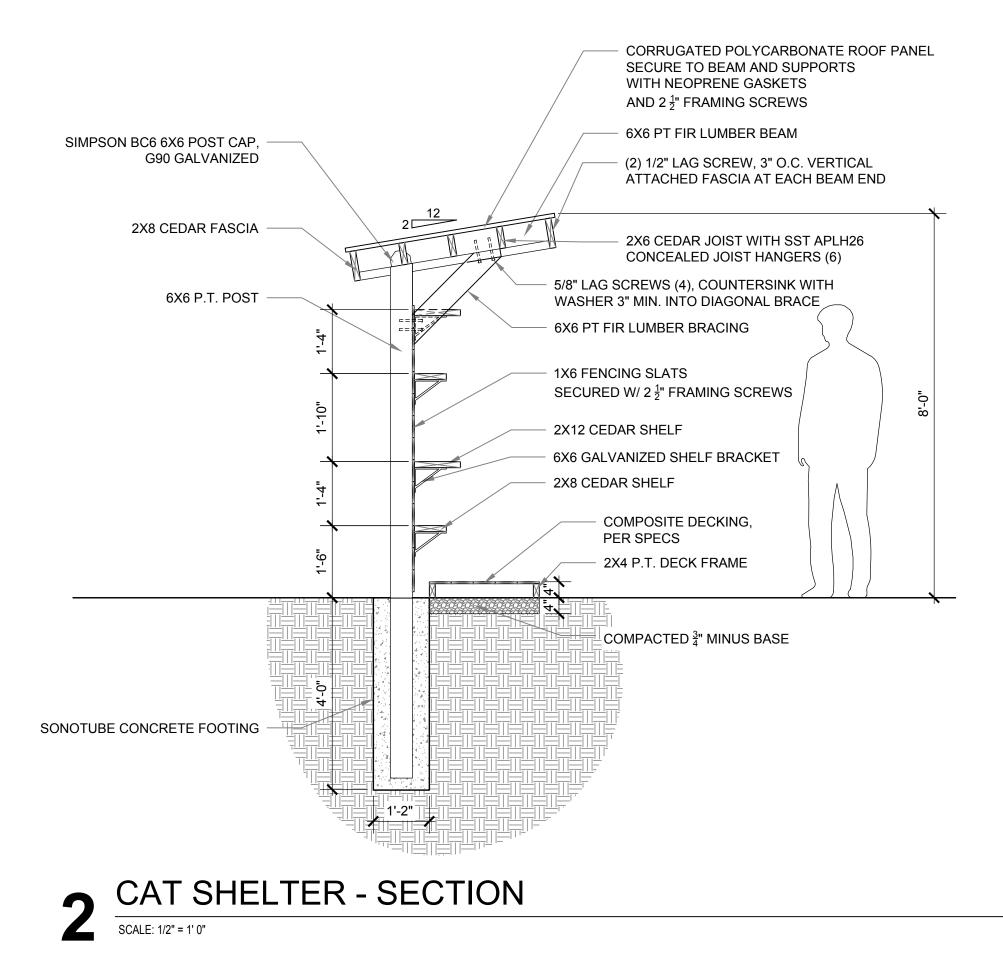


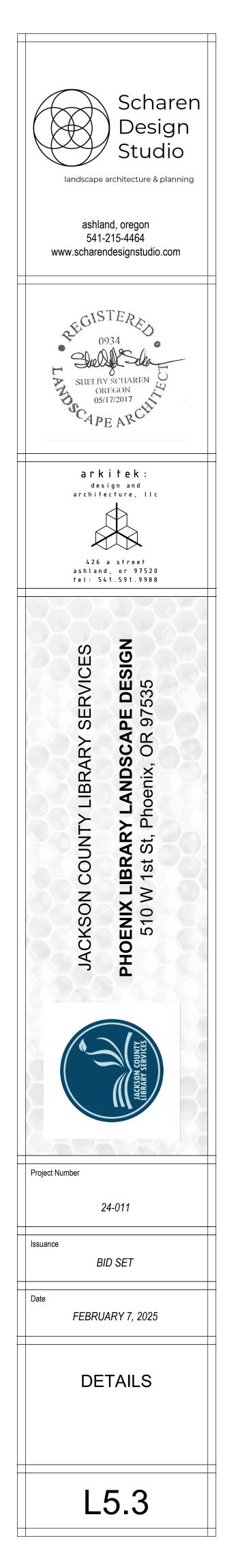


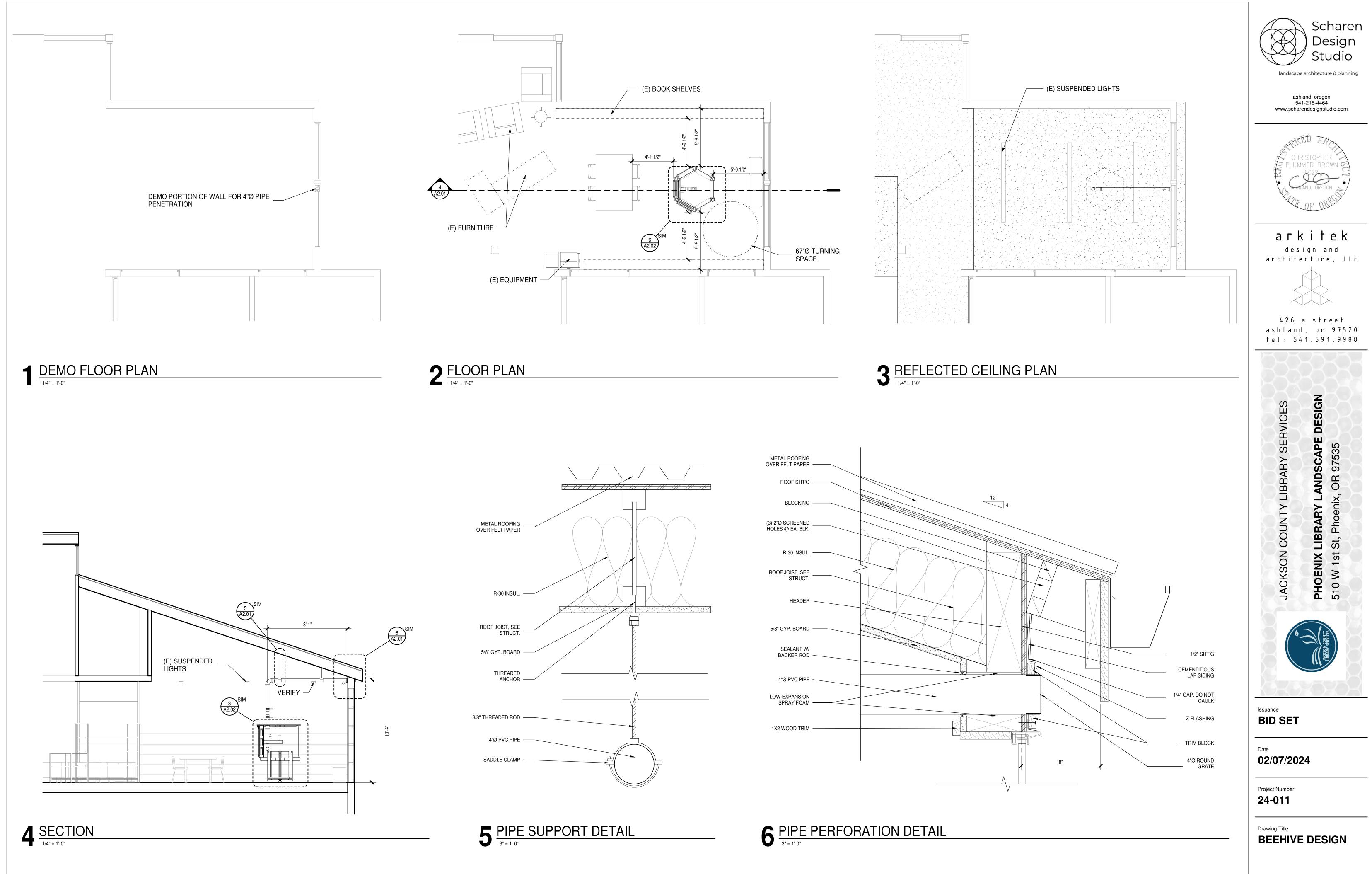




4 CAT SHELTER - ROOF FRAMING PLAN SCALE: 1/2" = 1'0"

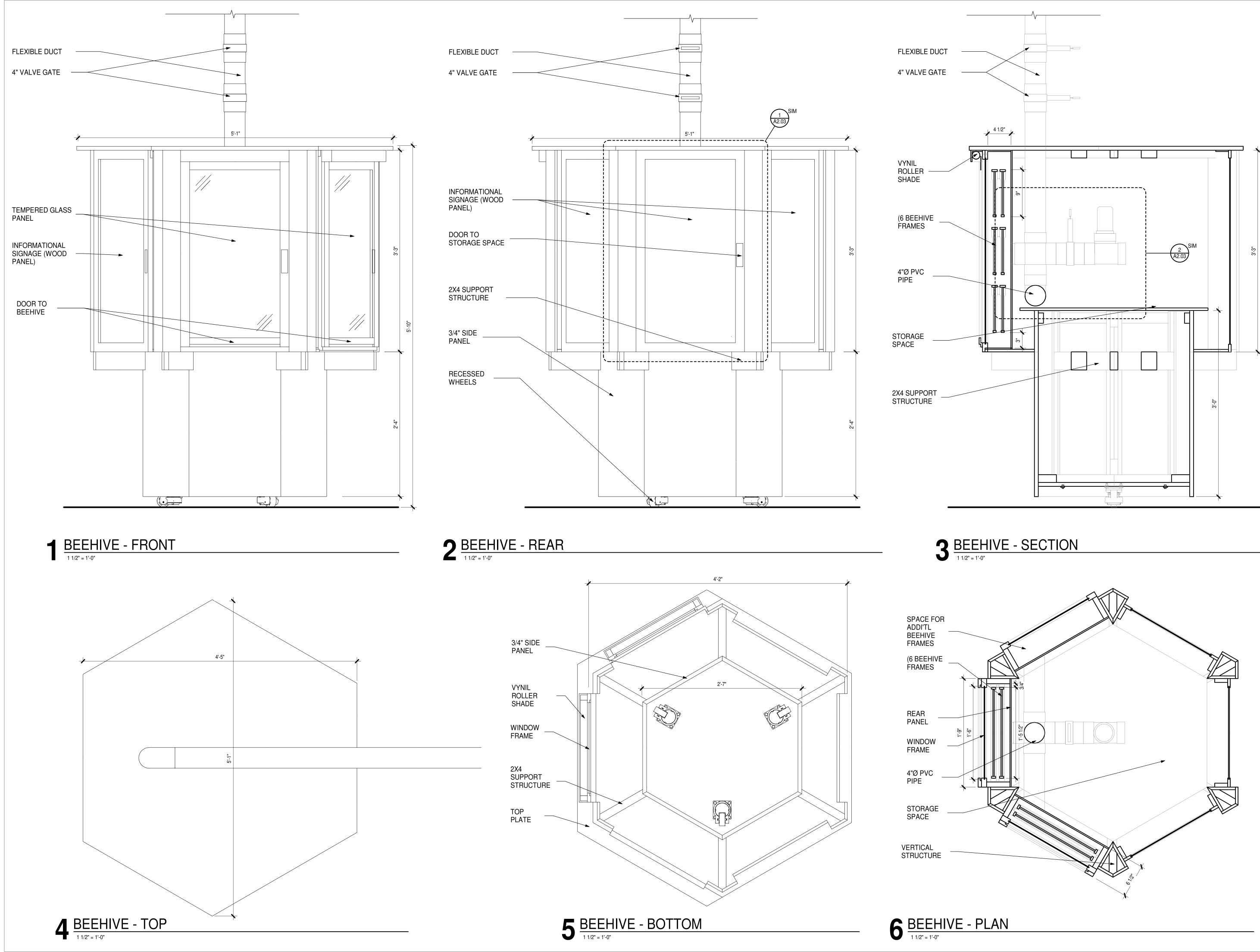


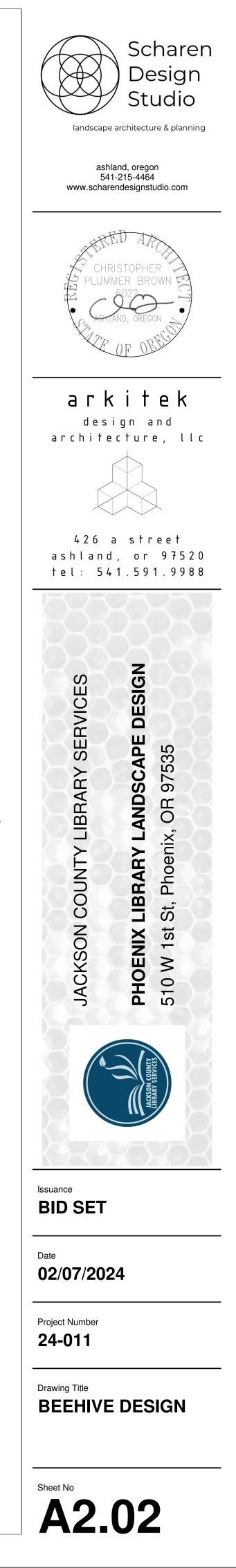


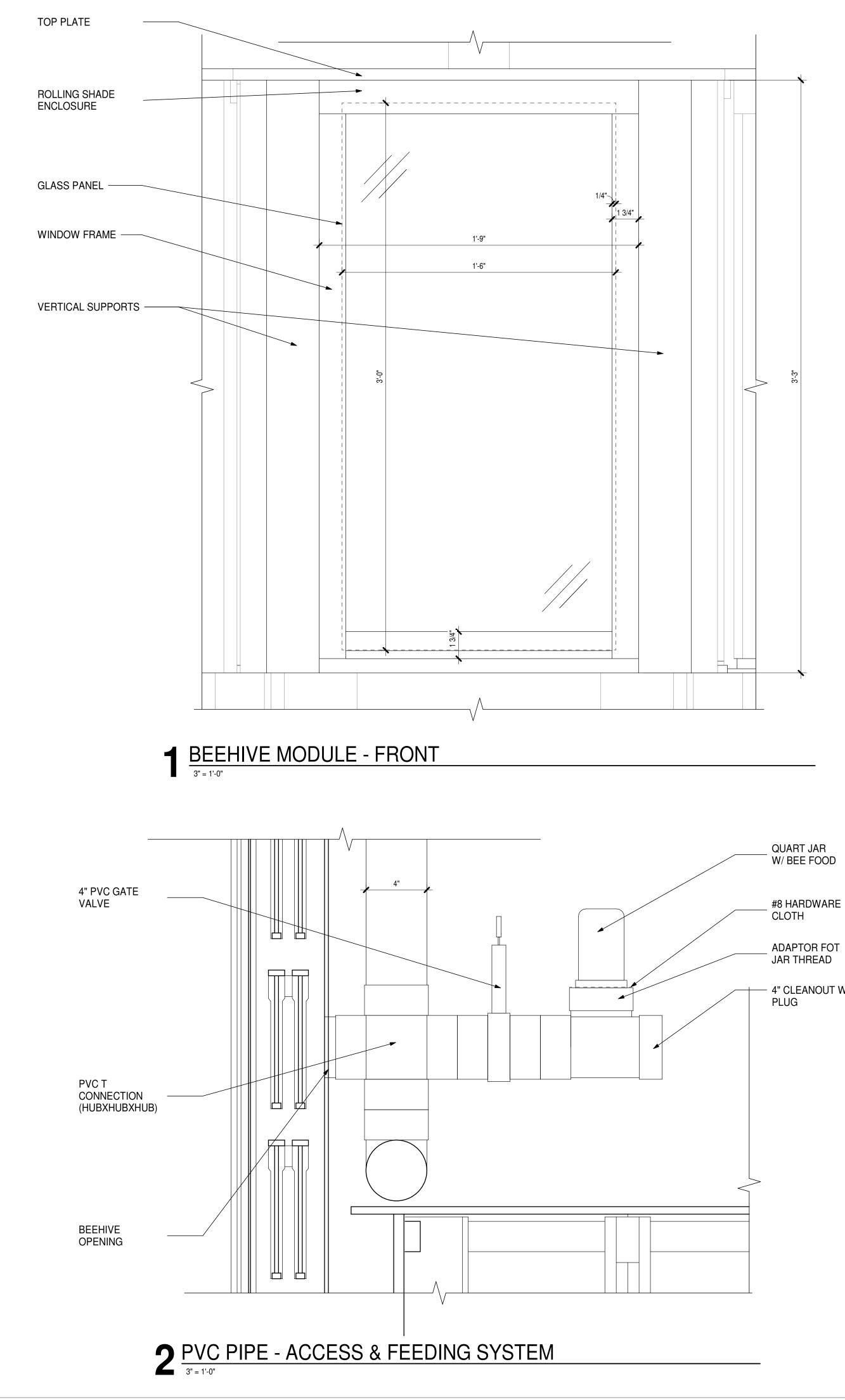


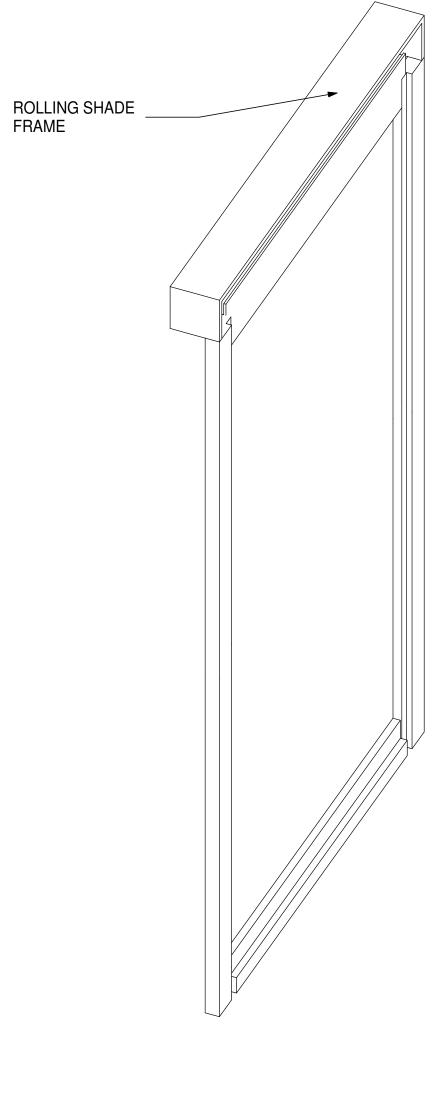
Sheet No

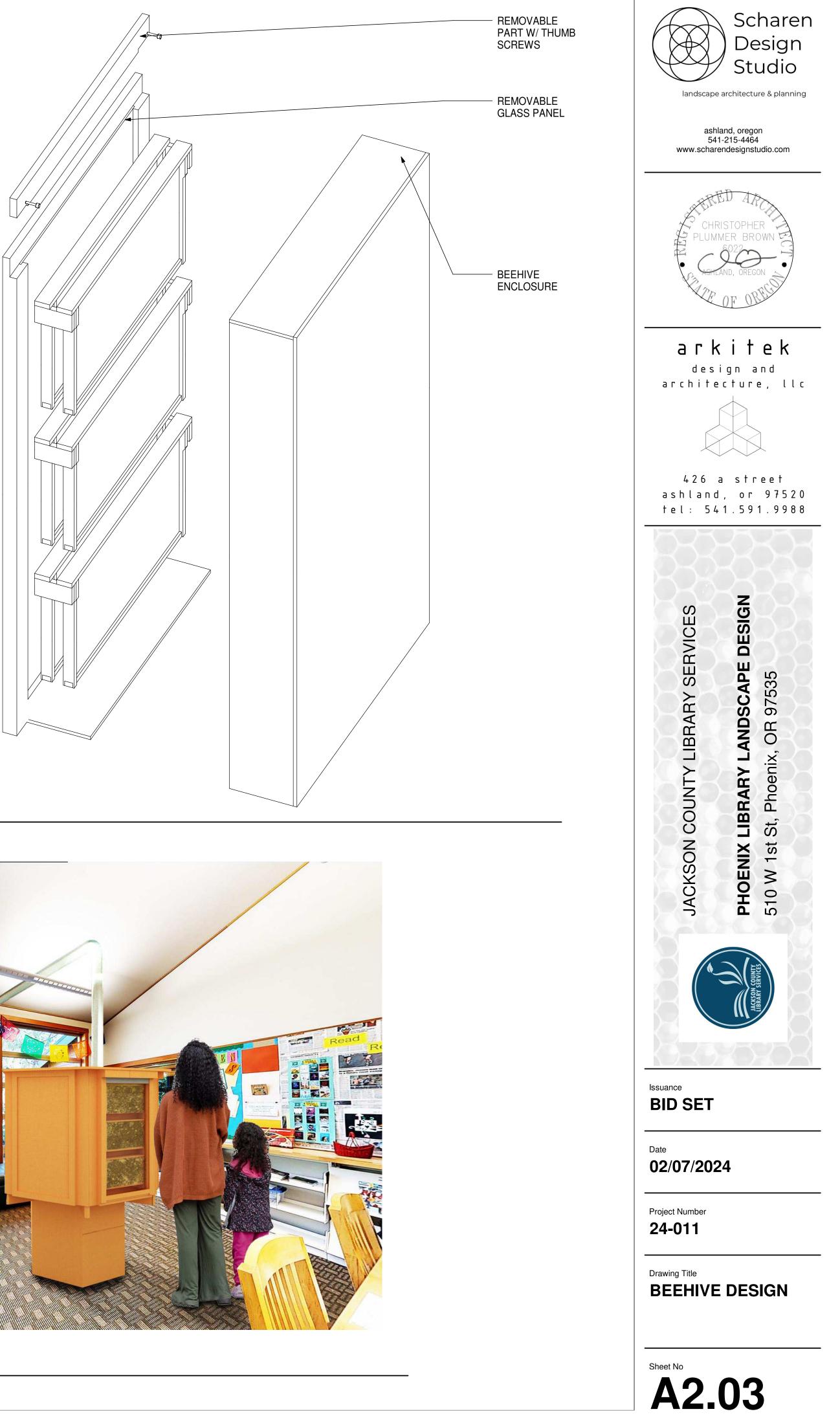
A2.01



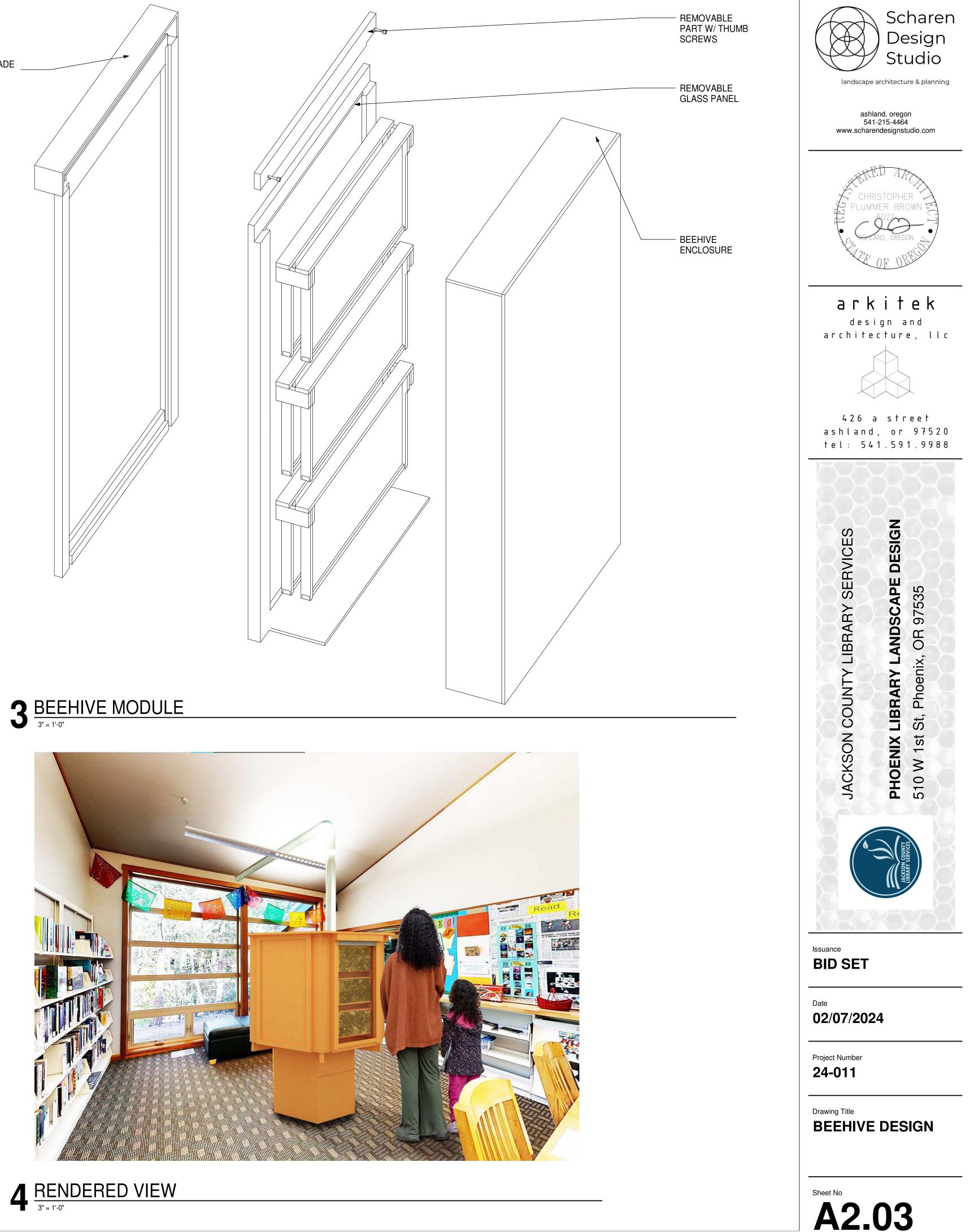














- 4" CLEANOUT W/ PLUG

EXHIBIT C

BIDDER CERTIFICATE

THIS CERTIFICATION MUST BE COMPLETED, SIGNED AND RETURNED. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

RESIDENCY INFORMATION [ORS 279C.365(h)].

ORS 279A.120(2) states "For purposes of awarding a public contract, a contracting agency shall: . . . (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the twelve (12) calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" [ORS 279A.120(b)].

"Non-resident bidder" mean's, a Bidder who is not a "resident bidder" as defined above [ORS 279A.120(1)(a)].

a. **CHECK ONE:** Bidder is a []**RESIDENT Bidder** []**NON-RESIDENT Bidder**.

b. If Resident Bidder, enter your Oregon business address:

(Physical address)

(Mailing address)

c. If a Non-Resident Bidder, enter state of residency:

d. If a Non-Resident Bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with other governmental bodies in your state?

CHECK ONE: [] YES [] NO

If yes, state the preference percentage: ______ % If yes, but not a percentage of Bid price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation):

CONSTRUCTION CONTRACTORS BOARD

Bidders shall be registered with the Construction Contractors Board, 700 Summer Street NE, Suite 300, Salem, Oregon 97301, telephone (503) 378-4621. Bidders Construction Contractors Board registration number is:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.

COMPLIANCE WITH OREGON TAX LAWS

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The City Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

CHECK ONE: Bidder states that it []**Does** []**Does not** have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

NON-DISCRIMINATION INFORMATION

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055. . . .(4) A bidder . . . shall certify . . . that the bidder . . . has not discriminated and will not discriminate, in violation of subsection (1)"

CHECK ONE: Bidder states that it [] **Has** [] **Has not discriminated and will not discriminate** against minority, women or emerging small business enterprises in obtaining any required subcontracts.

PREVAILING WAGE INFORMATION

ORS 279C.365(g) states in substance: "that no bid will be received or considered by the contracting agency unless the bid contains a statement by the bidder that bidder will comply with ORS 279C.840 (Prevailing Wage Rates) or the Davis-Bacon Act (40 U.S.C. 276a)."

CHECK ONE: Bidder states that it [] **Will** [] **Will not** comply with ORS 279C.840 or 40 U.S.C. 276a.

DRUG-TESTING PROGRAM

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program is in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

CHECK ONE:	Bidder states that the Bidder [] Does [] Does Not comply with ORS
	279C.505(2).	

I, the undersigned, a duly-authorized representative of the Bidder, hereby certify that the answers to the foregoing BIDDER CERTIFICATE questions and all statements therein contained are true and correct.

Signature:	Date	
------------	------	--

Printed Name_____ Title _____

Firm	

Telephone

EXHIBIT D

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

[] (If the following is marked "NOT APPLICABLE", Bidders may disregard this First-Tier Subcontractor Disclosure Form.)

[] This form is APPLICABLE (Subcontractor Disclosure more than one hundred thousand dollars (\$100,000)).

DATE: _____

ITB NO:	2025-01
PROJECT:	Phoenix Library Pollinator Garden and Beehive Implementation
BID DEADLINE:	02/ /2025, 02:00 PM Pacific time

NAME OF BIDDING CONTRACTOR:

FAILURE TO SUBMIT THIS FORM WITHIN TWO (2) HOURS AFTER THE BID DEADLINE WILL DISQUALIFY BIDDER'S PROPOSAL.

SUBCONTRACTORS

(Attach additional sheets as necessary)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1)	\$	
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	
(10)	\$	

The above listed first-tier subcontractor(s) are providing labor, or labor and materials, with a dollar value equal to or greater than:

- a) Five (5%) percent of the total project Bid or fifteen thousand dollars (\$15,000), whichever is greater, or
- b) Three hundred fifty thousand dollars (\$350,000) regardless of the percentage of the total project Bid.

I, the undersigned, a duly-authorized representative of the Bidder, hereby certify that the submissions to the foregoing First-Tier Subcontractor Disclosure Form are true and correct.

Signature:	Date	
------------	------	--

EXHIBIT E SUBCONTRACTORS LIST

(Submit this form with Bid. It is an integral part of the Bid.)

ITB NO:	2025-01
PROJECT:	Phoenix Library Pollinator Garden and Beehive Implementation
BID DEADLINE:	02/ /2025, 02:00 PM Pacific time

BIDDER:	
DATED:	

The following work will be performed or provided by Subcontractors and coordinated by Bidder:

ITEM OF WORK	SUBCONTRACTOR / SUPPLIER	TELEPHONE / FAX
SITEWORK		
LANDSCAPE & IRRIGATION		
PAVING		
CONCRETE		
STRUCTURAL STEEL		
TRIM		
PAINTING		
PLUMBING		
ELECTRICAL		

(LIST ANY ADDITIONAL CATEGORIES. USE CONTINUATION SHEET IF NECESSARY).

EXHIBIT F

ENVIRONMENTAL AND NATURAL RISK DISCLOSURE FORM

DATE: _____

ITB NO:2025-01PROJECT:Phoenix Library Pollinator Garden and Beehive ImplementationBID DEADLINE:02/ /2025, 02:00 PM Pacific time

NAME OF BIDDING CONTRACTOR: _____

As permitted by ORS 279C.525(8)(a), the District shall allocate all or a portion of the known environmental and natural resource risks to the Contractor. The following disclosure is a specific listing of such environmental and natural resource risks of which Bidder has made diligent inquiry and is aware that pertains to the above referenced project.

1. Environmental or Natural Resource risk

2. Environmental or Natural Resource risk

Page 1 of 3 - ENVIRONMENTAL AND NATURAL RISK DISCLOSURE FORM

3. Environmental or Natural Resource risk

In compliance with ORS 279C.525, the following is a list of federal, state, and local agencies of which the District has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES

Agriculture, Department of Forest Service Soil Conservation Service Coast Guard Defense, Department of **Army Corps of Engineers Energy, Department of Federal Energy Regulatory Commission Environmental Protection Agency** Health and Human Services, Department of Housing and Urban Development, Department of **Solar Energy and Energy Conservation Bank** Interior, Department of Bureau of Land Management **Bureau of Indian Affairs Bureau of Mines Bureau of Reclamation Geological Survey Minerals Management Service** U.S. Fish and Wildlife Service Labor, Department of **Mine Safety and Health Administration Occupation Safety and Health Administration Transportation, Department of Federal Highway Administration** Water Resources Council

STATE AGENCIES

Administrative Services, Department of Agriculture, Department of Soil and Water Conservation Commission Columbia River Gorge Commission Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Department of Land Conservation and Development Commission Parks and Recreation, Department of State Lands, Division of Water Resources Department of

LOCAL AGENCIES

City Councils City Courts City Commissioner, Board of Design Commissions Historical Preservation Commission Planning Commissions

EXHIBIT G

BID SECURITY FORM

We,,	as "Principal,"		
(Name of Principal)			
and, ar	n Corpo	ration,	
(Name of Surety)			
authorized to transact Surety business in Ore respective heirs, executors, administrators, s District ("Obligee") the sum of (\$	uccessors and assigns to p		
	c	Iollars.	
(Write dollar figure)			
WHEREAS, the condition of the obligation of a gency of the Obligee in response to Obligee project identified as:			
Phoenix Library Pollinator Garden and Be this bond by reference, and Principal is requir percent of the total amount of the Bid pursua	red to furnish Bid security i	n an amount equal to fiv	re (5%)
NOW, THEREFORE, if the proposal or Bid sub proposal or Bid is awarded to Principal, and it specified in the procurement document and performance and payment bonds required by shall be void; otherwise, it shall remain in full	f Principal enters into and e executes and delivers to O y Obligee within the time fix	executes such contract v bligee its good and suffi	within the time cient
IN WITNESS WHEREOF, we have caused this	instrument to be executed	and sealed by our duly	authorized
legal representatives this			
day of,	2025.		
PRINCIPAL:	SURETY:		
_			
By Signature	_ BY ATTORNEY-IN-FACT:		
Signature			
Official Capacity	Name		
Attest:			
Corporation Secretary	Signat	ure	
	Addre	SS	
	City	State	Zip
	Phone	Fax	