



City of Tigard
Invitation to Bid (ITB)

**COOK FAMILY PARK BOARDING DOCK
FABRICATION & DELIVERY
ITB 2025-10**

Bids Due: Thursday, November 14, 2024 – 2:00 p.m. local time

Pre-Bid Meeting:

A pre-bid meeting will not be held for this solicitation.

Bidder must submit one (1) electronic copy in portable document format (pdf).

Submit Bids To: ContractsPurchasing@tigard-or.gov

Direct Questions To: Toni Riccardi, Purchasing Specialist
Phone: (503) 718-2518
Email: tonir@tigard-or.gov

GENERAL INSTRUCTIONS AND CONDITIONS

SPECIAL CONDITIONS – Where special conditions are written in the Invitation to Bid (“ITB”), these special conditions shall take precedence over any conditions listed under the “General Instructions and Conditions”.

COST OF PROPOSAL – This Invitation to Bid does not commit the City to pay any costs incurred by any Bidder in the submission of a bid or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the ITB.

CANCELLATION – The City reserves the right to modify, revise, or cancel this ITB. Receipt and evaluation of bids or the completion of interviews do not obligate the City to award a contract.

REJECTION OF BIDS – The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so.

MINOR INFORMALITIES – The City reserves the right to waive any or all minor informalities that may arise in relation to this bid process if it is found to be in the City’s best interest to do so.

AWARD OF CONTRACT(S) – The City Reserves the right to award contracts for any or all parts of the services solicited under this ITB.

CITY OF TIGARD BUSINESS LICENSE/FEDERAL TAX ID REQUIRED –

The City of Tigard Business License is required (TMC 5.4). Successful Bidder shall obtain a City of Tigard Business License prior to initiation of a contract and commencement of work. Successful Bidder must present a completed W-9 form to the City at the time of contract execution.

CONFLICT OF INTEREST - A Bidder filing a bid hereby certifies that the bid is made in good faith without fraud, collusion or connection of any kind with any other Bidder of the same invitation to bid, that the Bidder is competing solely on its own behalf without connection or obligation to, any undisclosed person or firm, that Bidder is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Bidder, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this proposal pertains; ii) has or will participate in evaluation, award or management of the contract related to this bid; or iii) has or will have financial benefits in the contract to which this bid pertains. Bidder understands that should it elect to employ any former City official/employee

during the solicitation period or the term of the contract then the former City official/employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and/or ORS 244.047.

PUBLIC RECORDS – Any information provided to the City pursuant to this ITB will be public record and subject to public disclosure pursuant to Oregon public records laws (ORS 192). Any portion of a bid that the Bidder claims as exempt from disclosure must meet the requirements of ORS 192.345(2). The fact that a Bidder marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Prior to any disclosure requested under Public Records Law, the City will give Bidder prompt written notice of such request. Bidder shall have seven (7) days from the date it receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If information is disclosed pursuant to public records request, the City will take reasonable steps to limit any such provision to the specific information requested. Bidder’s failure to timely respond to the notice provided by the City may result in the disclosure of the requested information. The Bidder further agrees to hold harmless, defend, and indemnify the City for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the Bidder’s records.

INTERGOVERNMENTAL COOPERATIVE PURCHASING –

The successful Bidder submitting this bid agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this ITB reflect the City of Tigard usage only. Each participating agency shall execute its own contract with the successful Bidder. Any Bidder(s), by written notification included with their bid, may decline to extend the prices and terms of this solicitations to any and/or all other public agencies.

These “General Instructions and Conditions” are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

ADVERTISEMENT FOR BIDS

CITY OF TIGARD

COOK FAMILY PARK BOARDING DOCK FABRICATION & DELIVERY

The City of Tigard will receive sealed Bids from qualified firms submitted electronically to the Contracts and Purchasing Department at contractspurchasing@tigard-or.gov until 2:00 pm local time, November 14, 2024 for the Cook Family Park Boarding Dock Fabrication & Delivery project. Bids will be opened and publicly read aloud immediately after the Bid Closing time and date via conference call at (971) 203-2862. Conference ID 240 417 805#

The project generally consists of the following:

1. Fabrication and assembly of five (5) OSMB designed aluminum docks.
2. Delivery and offloading of the dock system.

Basis of Bid Award shall incorporate all items identified on the Bid Schedule.

No Bid will be considered unless fully completed in a manner provided in the Bid Packet. Facsimile Bids will not be accepted nor will Bids be accepted after the stated Bid Closing. Bids received after the Bid Closing will be returned to the submitting firm unopened after a Contract has been awarded for the required services.

Bid Documents may be downloaded from the City of Tigard website at www.tigard-or.gov/bids. The City may reject any Bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all Bids upon a finding of the City if it is in the public interest to do so.

All questions about the meaning or intent of the Bid Documents shall be submitted to the Contracts and Purchasing Department at contractspurchasing@tigard-or.gov with any questions. Clarifications to the Bid Documents will be made by addenda only. Oral statements may not be relied upon by Bidders and will not be binding or legally effective.

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DRAWINGS ALUMINUM BOARDING DOCKS – FABRICATE & DELIVER
COOK PARK RAMP, TUALATIN RIVER – MILE 9.8
CITY OF TIGARD

SHEETS: 01 THROUGH 20DATED: 8/15/24

SECTION 1 – INTRODUCTION

The City of Tigard is soliciting sealed bids from firms qualified to provide fabrication, assembly, delivery, and offloading of five (5) OSMB designed aluminum docks.

Bidder shall furnish all labor, equipment, tools, and materials necessary to fabricate and assemble the aluminum boarding docks and all other miscellaneous dock items as shown in the drawings. Bidder will complete work in accordance with the Oregon State Marine Board Specifications and drawings, and terms of the Purchase Agreement. Project work may commence upon issuing of a contract and Notice to Proceed, and must be completed by May 6, 2025. Removal of the old docks and installation of new docks are not part of this project.

The deadline for bid submittal is 2:00 pm local time, Thursday, November 14, 2024. Bids will be submitted electronically to the Contracts and Purchasing Department at contractspurchasing@tigard-or.gov prior to the closing date and time. Bids will be opened and publicly read aloud immediately after the Bid Closing time and date via conference call at (971) 203-2862. Conference ID 240 417 805#

No Bid will be considered unless fully completed in a manner provided in this Bid Packet. Facsimile Bids will not be accepted nor will Bids be accepted after the stated Bid Closing. Bids received after the Bid Closing will be returned to the submitting firm unopened after a Contract has been awarded for the required services.

The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids upon a finding of the City if it is in the public interest to do so.

SECTION 2 – BID PREPARATION, SUBMISSION, AND OPENING

2.1 Timeline for Selection

The following dates are proposed as a timeline for this project:

Submission of bids due at 2:00 p.m.	November 14, 2024
Award of Contract	November 21, 2024
Notice to proceed – work begins	December 2, 2024
Delivery and offloading of Docks	May 6, 2025

The City reserves the right to modify this schedule as necessary.

2.2 Bid Submittal and Opening

The Bid must be received no later than the date and time specified in item 2.1 above, to the email address ContractsPurchasing@tigard-or.gov. Bids must be typewritten or prepared in ink. Bids shall be submitted on the Bid Form (Attachment B) furnished by the City and must be signed in ink by an authorized representative of the bidder.

Bids will be considered time stamped and received by the City when they are received in the email inbox listed above. To assure that your Bid receives priority treatment, please mark the email subject line as follows:

ITB 2025-10 – Cook Family Park Boarding Dock Fabrication & Delivery

Bidder shall include their name and address and contact information in the body of the email. It is the Bidder's responsibility to ensure that Bids are received prior to the stated submission deadline. Late Bids may not be considered, it is the City's sole discretion to accept or reject a late Bid.

Bids will be opened and publicly read aloud immediately after the Bid Closing time and date via conference call at (971) 203-2862. Conference ID 240 417 805#

2.3 Conformance to Bid Requirements

Bids must conform to the requirements of the Invitation to Bid, which are made a part of the awarded contract. All requested attachments (references, descriptive literature, etc.) must be submitted with the bid and in the required format. Bid prices must be for the unit indicated on the bid. Failure to comply with all requirements may result in bid rejection.

2.4 Bid Modification

Modifications or erasures made before bid submission must be initialed in ink by the person the person signing the bid. Bids once submitted may be modified in writing before the time and date set for bid closing. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Modification must be submitted to the email address ContractsPurchasing@tigard-or.gov and identify the bid and closing date. Bidders may not modify bids after bid closing time.

2.5 Bid Withdrawals

Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Contracts and Purchasing Office prior to bid closing time. Requests to withdraw bids must be submitted to the email address ContractsPurchasing@tigard-or.gov, be marked "Bid Withdrawal" and shall clearly state bid title.

2.6 Protest of Specifications or Terms

A Bidder who believes any specifications or terms detailed in the bid packet and sample contract (Attachment D) are unnecessarily restrictive or limit competition may submit a protest in writing, to the Contracts and Purchasing Office. A protest may be submitted via email. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the specifications or terms. The City shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least seven (7) days before the Bid submission deadline. The City shall not consider any protest against award due to the content of bid specifications or contract terms submitted after the established protest deadline. All protests should be directed to the attention of Toni Riccardi, Purchasing Specialist at tonir@tigard-or.gov.

2.7 Interpretations and Addendum

Questions and requests for clarification regarding this Invitation to Bid must be directed in writing, via email to the person listed below. **The deadline for submitting such questions/clarifications is seven (7) days prior to the proposal due date.** An addendum will be issued no later than 72 hours (or 48 hours in unique circumstances) prior to the bid closing to all recorded holders of the ITB if a substantive clarification is in order.

Toni Riccardi

E-mail: tonir@tigard-or.gov

Phone: (503) 718-2518

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.8 Recycled Products

Bidders shall use recyclable products to the maximum extent economically feasible in the performance of the contract set forth in this document.

2.9 City's Project Manager

The City's Project Manager for this work will be Jeff Peck, Project Manager, who can be reached by phone at (503) 718-2466 or by email at jeffp@tigard-or.gov.

SECTION 3 – GENERAL INFORMATION

3.1 Definitions

For the purpose of these specifications, the following definitions shall apply:

- A. **City** shall mean City of Tigard;
- B. **Contractor** shall mean the lowest responsive and responsible bidder awarded the contract;
- C. **Contract or Contract Documents** the written agreement between the City and Contractor which includes the Purchase Agreement, Invitation to Bid, any Addenda issued, describing the work to be done and the obligations of the parties.

3.2 Form of Contract

After the award, the Contractor and the City will enter into a Purchase Agreement incorporating the terms and conditions of the ITB document and the bid response. Bidders taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.3 "Protest of Specifications or Terms" or their exceptions will be deemed immaterial and waived.

3.3 Term of Contract

The Purchase Agreement will become effective upon notice to proceed issued by the City, fabrication and delivery is expected to be completed by May 6, 2025.

3.4 Resident Bidder

ORS 279C.365(h) requires every bidder on a public improvement contract to indicate whether they are a resident bidder as defined in ORS 279A.120. A resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in the State of Oregon. The City requires all Bidders, regardless of the form of the subsequent contract, to indicate if they are a resident bidder or not (see Attachment C). As a public contracting agency, the City shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal.

SECTION 4 – BID EVALUATION AND AWARD

4.1 Bid Validity Timeframe

All bids submitted shall be valid and binding for sixty (60) calendar days from bid closing date, unless extended by mutual consent of all parties.

4.2 Evaluation Criteria

Bids will be awarded based upon the evaluation criteria detailed in the Invitation to Bid. Ordinarily, bids will be evaluated to identify the "lowest responsive and responsible bidder" who has substantially complied with all requirements and specifications of the ITB and who can be expected to deliver promptly and perform reliably.

4.3 Reciprocal Preference

In determining the "lowest responsible bidder," the City shall add a percent increase to each out-of-state bidder's bid price which is equal to the percent given to local bidders in that bidder's home state. This is pursuant to ORS 279A.120(2)(b).

4.4 Delivery Delays

Significant delays in delivery may be considered in determining award if early delivery is required.

4.5 Errors in Bids

When an error(s) is made in extending total prices, the unit bid price will govern. Bidders are cautioned to recheck their bid for possible error(s). Error(s) discovered after opening cannot be corrected and the contractor will be required to perform if their bid is accepted.

4.6 Protest of Contract Award

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Bidder has seven (7) calendar days from the date of the written Notice of Intent to Award to file a written protest. In order to be adversely affected, a Bidder must itself claim to be eligible for award of the contract and must be next in line for award. The written protest must be timely and specify the grounds upon which the protest is based. The City will not entertain a protest submitted after the time period established in this section.

SECTION 5 – SPECIAL PROVISIONS

5.1 Bidder Qualifications

Per Attachment E, Oregon State Marine Board Specifications, Section 05150.10 Description of Work, (a) Experience.

5.2 Requests for Solicitation Documents

Informational Plans and Specifications are available online at www.tigard-or.gov/bids.

- a) Bids - Bidders must obtain Solicitation Documents online at www.tigard-or.gov/bids.
- b) The City requests interested bidders submit a Solicitation Response Form to ensure receipt of all addendum and notifications pertaining to this Invitation to Bid. The City will add the name of the interested Entity to the Plan Holders List. Bidders are cautioned that only Solicitation Documents obtained from the City of Tigard may be used to submit Bids.
- c) Standards and Specifications - The work embraced herein shall be done in accordance with the following standards and specifications: Attachment E, Oregon State Marine Board Specifications.

ATTACHMENT A – BIDDER’S CHECKLIST
CITY OF TIGARD
COOK FAMILY PARK BOARDING DOCK FABRICATION & DELIVERY

FORMS TO EXECUTE FOR SUBMISSION OF BID

The Bidder's attention is especially called to the following forms which must be executed in full before Bid is submitted:

ATTACHMENT B – BID FORM

ATTACHMENT C – BID CERTIFICATIONS

FORMS TO EXECUTE AFTER AWARD OF BID

ATTACHMENT D – PURCHASE AGREEMENT

Certificate of Insurance including Additional Insured Provision in accordance with the Purchase Agreement.



ATTACHMENT B – BID FORM
CITY OF TIGARD
COOK FAMILY PARK BOARDING DOCK FABRICATION & DELIVERY

This Bid must be signed in ink by an authorized representative of the Bidder; any alterations or erasures to the Bid must be initialed in ink by the undersigned authorized representative.

Project: Cook Family Park Boarding Dock Fabrication & Delivery

Bid Due Date: November 14, 2024

Name of Submitting Firm: _____

The Contractor hereby acknowledges receipt of Addendum Nos. _____ to this ITB.

The Undersigned (*provide additional information*);

- An individual doing business under an assumed name registered under the laws of the State of _____; or
- A partnership registered under the laws of the State of _____; or
- A corporation organized under the laws of the State of _____; or
- A limited liability corporation organized under the laws of the State of _____;

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

_____ and ____/100 Dollars (\$_____)

and the Undersigned agrees to be bound by all documents comprising the Contract Documents as defined in the Contract. The Undersigned declares that it has carefully examined the Contract Documents and forms. Submission of this Bid shall be conclusive evidence that the Undersigned has investigated and is satisfied as to the condition to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished, and as to the requirement of the Contract Documents.

BID SCHEDULE
COOK FAMILY PARK BOARDING DOCK FABRICATION & DELIVERY

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ALUMINUM DOCKS					
1	Aluminum Docks - Fabrication (6' x 20') (5 Docks)	Each	5		
2	Aluminum Docks - Delivery & Offloading (5 Docks)	LS	1		
3	Abutment Hinge Connection Modifications	LS	1		
				BID TOTAL: \$	
					Dollars
	BID TOTAL IN WORDS				

Notes:

1. Includes all materials, fabrication & miscellaneous items per Plans and Specifications.
2. Includes profit and overhead per general conditions allowances.
3. Delivery location is: Cook Family Park boat ramp. Exact location specified by Owner.
4. Abutment hinge connection to be provided with docks.

SCOPE FOR BID SCHEDULE

Measurement and payment for all Work shown or specified herein will be made on a unit or lump sum price basis in accordance with the prices set forth in the Bid Schedule for individual items of Work. Bidder shall make a careful assessment when preparing the Bid.

The items listed in the Bid Schedule constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory services or all other items not specifically named in specific Bid item description and needed for prosecution of the Work, and all other requirement of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed herein.

The prices stated in the Bid Schedule, include overhead and profit and all costs and expenses for bonds, insurance, taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work, complete and in place, as shown on the Plans and specified herein. The basis of payment for an item at the lump sum or unit price shown in the Bid Schedule shall be in accordance with the description of that item in the Invitation to Bid.

The Undersigned certifies that: (1) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the solicitation documents designed to limit independent Bidding or competition; and (2) The contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned and will not be communicated to such person prior to the official opening of the Bid.

Name of Company: _____

Company Address: _____

Federal Tax ID: _____

Telephone: _____

Email: _____

I attest that I have the authority to commit the firm named above to this Bid amount and acknowledge that the firm meets the qualifications necessary to perform this Work as outlined in the Invitation to Bid. I understand that I will be required to provide necessary information to verify that the firm meets these qualifications if selected for the subsequent Contract.

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

Payment information will be reported to the IRS under the name and federal taxpayer ID number provided above. Information not matching IRS records or not provided to the City could subject the successful Contractor to a twenty eight percent (28%) backup withholding.

ATTACHMENT C – BID CERTIFICATIONS
CITY OF TIGARD
COOK FAMILY PARK BOARDING DOCK FABRICATION & DELIVERY

Non-discrimination Clause

The Bidder agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order or Bidder from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Resident Certificate

Please Check One:

Resident Contractor: Contractor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this bid.

Or

Non-resident Contractor: Contractor does not qualify under requirement stated above.

(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

ATTACHMENT D – PURCHASE AGREEMENT
CITY OF TIGARD
CONTRACT TITLE

THIS AGREEMENT, made and entered into this (Day) of (Month), (Year) by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and (Seller's Name), hereinafter called Seller, collectively hereinafter called the “Parties.”

RECITALS

WHEREAS, Seller has submitted a bid or proposal to City for the sale of certain goods; and

WHEREAS, Seller is in the business of selling certain goods and is aware of the purposes for which City will use the goods; and

WHEREAS, City and Seller wish to enter into a contract under which City will purchase the goods described in Seller’s bid or proposal;

THEREFORE, The Parties agree as follows:

1. GOODS TO BE PROVIDED

City will purchase the fabrication and assembly of five (5) OSMB designed aluminum docks including delivery and offloading of the dock system from Seller in accordance with:

- A.** The specifications (including any addenda) attached hereto as Exhibit A and incorporated herein by this reference; and
- B.** The Seller’s bid or proposal dated (Enter date of proposal), which was accepted by the City on (Enter date of LCRB approval or delete), is attached hereto as Exhibit B and incorporated by this reference;

2. EFFECTIVE DATE AND DURATION

This Agreement will become effective upon the date of execution and will expire, unless otherwise terminated or extended, on date. All goods under this Agreement will be delivered and completed prior to the expiration of this Agreement.

3. COMPENSATION

- A.** City hereby agrees to pay Seller (Enter amount in written form) (\$Amount in numerical form) for the goods, including shipping and handling. The total purchase price will be considered payment for all Sellers’ obligations described in this Agreement. Seller will invoice City the purchase price upon the delivery of the goods. City will have thirty (30) days after receipt of invoice in which to make payment. Seller will be responsible for the payment of all taxes associated with the sale of the goods. City is exempt from the payment of Federal Excise Tax.
- B.** Payment by City releases City from any further obligation for payment to Seller for services performed or expenses incurred as of the date of the invoice. Payment may not be considered acceptance or approval of any work or waiver of any defects therein.
- C.** Seller must make payments promptly, as due, to all persons supplying labor or materials for the performance of the work provided for in this Agreement (ORS 279B.220).

- D.** Seller may not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished (ORS 279B.220).
- E.** Seller will pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 (ORS 279B.220).
- F.** Seller will pay all contributions or amounts due the Industrial Accident Fund from the Seller or any subcontractor (ORS 279B.220).
- G.** If Seller fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Seller or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Seller. The payment of the claim in this manner does not relieve Seller or their surety from obligation with respect to any unpaid claims.
- H.** Seller must obtain, prior to the execution of any performance under this Agreement, a City of Tigard Business License. The Tigard Business License is based on a calendar year with a December 31st expiration date. New businesses operating in Tigard after June 30th of the current year will pay a pro-rated fee through the end of the calendar year.
- I.** The City certifies that sufficient funds are available and authorized for this Agreement during the current fiscal year. Funding during future fiscal years is subject to budget approval by Tigard's City Council.

4. DELIVERY

Seller will deliver the goods no later than May 6, 2025. Seller agrees to provide goods as specified in Exhibit A.

All deliveries are F.O.B. destination with all transportation and handling charge paid by the Seller, unless specified otherwise in the Solicitation Documents or Exhibit A. Responsibility and liability for loss or damage remain with the Seller until final inspection and acceptance, when responsibility passes to the City except as to latent defects, fraud and Seller's warranty obligations.

5. INSPECTIONS

Within (Enter in numerical form) (days or hours) following delivery, City will inspect the goods and will notify Seller immediately of any damaged items.

Goods furnished under this Agreement are subject to inspection and test by the City at times and places determined by the City. If the City finds goods furnished to be incomplete or not in compliance with the Contract, the City, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the City at a reduced price, whichever the City deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the City, the City may reject the goods and terminate the Contract in whole or in part. Nothing in this section is to in any way affect or limit the City's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080

6. **INSTALLATION**

Unless the Specifications (Exhibit A) or the bid/proposal (Exhibit B) require installation by Seller, the City will install the goods purchased under this Agreement.

7. **TESTING AND ACCEPTANCE**

Seller will test the goods prior to delivery. Seller's tests will determine whether the goods meet Seller's specifications and are fit for the purpose intended. Acceptance or rejection of the goods purchased will occur 10 days after delivery and inspection by City. Failure to inspect and accept or reject goods will neither relieve Seller from responsibility for such goods, which do not meet the requirements in this Agreement nor impose liability on City.

8. **ASSIGNMENT/DELEGATION**

Neither party may assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment has any force or effect unless and until the other party has consented. If City agrees to assignment of tasks to a subcontract, Seller is fully responsible for the acts or omissions of any subcontractors and of all persons employed by them. Neither the approval by City of any subcontractor nor anything contained herein creates any contractual relation between the subcontractor and City. The provisions of this Agreement are binding upon and will inure to the benefit of the parties to the Agreement and their respective successors and assigns.

9. **INDEMNITY, RESPONSIBILITY FOR DAMAGES**

A. Seller will be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Seller, its subcontractors, or employees under this Agreement. Seller will save, defend, indemnify, and hold harmless the City, and its officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Seller or its subcontractors, officers, agents, or employees acting under this Agreement.

B. Without limiting the generality of this section 9, Seller expressly agrees to defend, indemnify, and hold the City, its officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to the City by Seller that may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that the City will provide Seller with prompt written notice of any infringement claim.

C. Seller has control of the defense and settlement of any claim that is subject to subsection A. or B.; however, neither Seller nor any attorney engaged by Seller will defend the claim in the name of the City, nor purport to act as legal representative of the City or any of its officers, directors, agents, members, and employees, without first receiving from the City Attorney, in a form and manner determined appropriate by the City Attorney, authority to act as legal counsel for the City, nor will Seller settle any claim on behalf of the City without the approval of the City Attorney. The City may, at its election and expense, assume its own defense and settlement in the event that the City determines that Seller is prohibited from defending the City, or is not adequately defending the City's interests, or that an important governmental principle is at issue and the City desires to assume its own defense.

D. Seller agrees to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses, ore expenses arising from a tort (as now or hereafter defined in in ORS 30.260), caused, or

alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Seller or any of the officers, agents, employees, or subcontractors of the Seller (“claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Seller from and against any and all Claims.

10. INSURANCE

Seller and its subcontractors must maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. Such insurance will cover all risks arising directly or indirectly out of Seller's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Seller and its subcontractor will provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Seller will obtain, at Seller’s expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an “occurrence” form (CG 2010 1185 or equivalent). This coverage must include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Each Occurrence	\$2,000,000

B. Commercial Automobile Insurance

Seller must also obtain, at Seller’s expense, and keep in effect during the term of the Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an “occurrence” form. The Combined Single Limit per occurrence may not be less than \$2,000,000.

C. Workers’ Compensation Insurance

The Seller, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

D. Additional Insured Provision

All required insurance policies, other than Workers’ Compensation and Professional Liability, must name the City its officers, employees, agents, and representatives and the State of Oregon, its officers, employees, and agents as additional insureds with respect to this Agreement.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Grantee/Recipient’s ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

E. Insurance Carrier Rating

Coverages provided by the Seller must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

F. Certificates of Insurance

As evidence of the insurance coverage required by the contract, Seller will furnish a Certificate of Insurance to the City. No contract is effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this contract and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the below address prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Seller's coverage is primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability policies required by this Agreement.

A certificate in form satisfactory to the City certifying to the issuance of such insurance will be forwarded to:

City of Tigard
Attn: Contracts and Purchasing Office
contractspurchasing@tigard-or.gov

At the discretion of the City, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, may be required to be forwarded to the above address.

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance will not be construed to limit Seller's liability hereunder. Notwithstanding said insurance, Seller is obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

11. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices and bills will be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses will be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	(SELLER)
Attn: Jeff Peck	Attn:
Address: 13125 SW Hall Blvd Tigard, OR 97223	Address:
Phone: (503) 718-2466	Phone: ()
Email: jeffp@tigard-or.gov	Email:

Notice will be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, upon successful fax. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills, and payments are to be given by giving written notice pursuant to this paragraph.

12. SURVIVAL

The terms, conditions, representations, and warranties contained in this Agreement survive the termination or expiration of this Agreement.

13. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement will be effective unless and until it is made in writing and signed by both parties.

14. TERMINATION WITHOUT CAUSE

At any time and without cause, City has the right in its sole discretion to terminate this Agreement by giving notice to Seller. If City terminates this Agreement pursuant to this paragraph, City will pay Seller for services rendered to the date of termination.

15. TERMINATION WITH CAUSE

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

- i. If City 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.
- ii. 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.
- iii. If any license or certificate required by law or regulation to be held by Seller, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- iv. If Seller becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Seller, if a receiver or trustee is appointed for Seller, or if there is an assignment for the benefit of creditors of Seller.

Any such termination of this Agreement under paragraph (a) will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

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

- i. If Seller fails to provide services called for by this Agreement within the time specified, or
- ii. If Seller fails to perform any of the other provisions of this Agreement or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within ten (10) days of such other period as the City may authorize.

The rights and remedies of the City provided above relate to defaults (including breach of contract) by Seller are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If the City terminated this Agreement under paragraph (b), Seller will be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, provided, that the City may deduct the amount of damages, if any, sustained by the City due to breach of contract by Seller. Damages for breach of contract include those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

16. HAZARDOUS MATERIALS

Seller will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and all Oregon safety and health requirements. In accordance with OSHA and Oregon OSHA Hazard Communication Rules, if any goods or services provided under this Agreement may release, or otherwise result in an exposure to, a hazardous chemical under normal conditions of use (for example, employees of a construction contractor working on-site), it is the responsibility of Seller to provide the City with the following information: all applicable Safety Data Sheets, the identity of the chemical/s, how Seller will inform employees about any precautions necessary, an explanation of any labeling system, and the safe work practices to prevent exposure. In addition, Seller must label, tag, or mark such goods.

17. FORCE MAJEURE

Neither City nor Seller will be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled will within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification will not be the basis for a claim for additional compensation. Each party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

18. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Seller of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

19. NON-DISCRIMINATION

Seller will comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of services under this Agreement, including, without limitation:

- A.** Title VI of the Civil Rights Act of 1964;
- B.** Section V of the Rehabilitation Act of 1973;
- C.** The Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 (Pub L No 101- 336); and
- D.** ORS 659A.142, including all amendments of and regulations and administrative rules, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20. ERRORS

Seller will perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

21. **EXTRA (CHANGES) WORK**

Only the City's Project Manager for this Agreement may change or authorize additional work. Failure of Seller to secure authorization for extra work constitutes a waiver of all right to adjust the contract price or contract time due to such unauthorized extra work and Seller will not be entitled to compensation for the performance of unauthorized work.

22. **WARRANTY AGAINST DEFECTS**

Seller warrants that the goods will remain free of defects in material and workmanship for a period of one (1) year commencing the date of City's acceptance. Such defects will include any failure of the goods to meet Seller's specifications or the description contained in Seller's product literature. If within the warranty period City discovers such a defect, Seller will repair or replace the defective item or component free of charge. If after three attempts Seller is unable to eliminate a defect, or if Seller does not commence the warranty work within the time allowed in this paragraph, City will have the right to return the defective item or component and, at City's option, either obtain a full refund of the purchase price of the goods or obtain a refund, in an amount to be agreed upon by the parties, of the portion of the purchase price of the goods that is allocable to the defective item or component. Seller will commence all warranty work within 48 hours of receiving notice of the warranty claim. All warranty work will be performed at City's facilities unless otherwise agreed by the parties. If warranty work is performed at Seller's facilities, Seller will pay all shipping costs, including the cost of return shipment. This warranty will apply to all repair parts furnished by Seller and all repairs performed by Seller.

23. **INTELLECTUAL PROPERTY WARRANTY**

Seller warrants that none of the goods, the use thereof or any of the applications, processes or designs employed in the manufacture thereof infringes the valid claims of any letter patent, patent application, copyright, trade secret or any other property right of any third party. If as a result of any suit or proceeding alleging an infringement of any of the foregoing property rights City's use of the equipment is enjoined, Seller will at no cost to City either obtain for City a license to use the goods or modify the goods so as to avoid the infringement without any degradation in performance. If Seller cannot obtain such a license and cannot so modify the equipment, Seller will promptly refund to City the purchase price, less a reasonable amount for depreciation.

24. **MAINTENANCE SERVICES**

Unless otherwise provided in the Specifications (Exhibit A) or the Bid or Proposal (Exhibit B), the City will have the right to maintain the goods purchased under this Agreement. Repairs or replacement of parts by the City or its agents or maintenance contractors will not alter or void any warranties for equipment or goods purchased under this contract.

25. **ASSIGNMENT OF MANUFACTURER'S WARRANTIES**

Seller hereby assigns all warranties of the manufacturers of components of the goods to City to the extent such warranties are assignable. In the event Seller must obtain the consent of the manufacturer or take other action before any such warranties are assignable, Seller will do so prior to delivery.

26. **ATTORNEY'S FEES**

In the event an action, suit or proceeding, including appeal, is brought for failure to observe any of the terms of this Agreement, each party is responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.

27. **CHOICE OF LAW, VENUE**

The provisions of this Agreement are governed by Oregon law. Venue will be the State of Oregon Circuit Court in Washington County or the U.S. District Court for Oregon, Portland.

28. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Seller will comply with all applicable federal, state and local laws, rules and regulations applicable to the work in this Agreement.

29. CONFLICT BETWEEN TERMS

In the event of a conflict between the terms of this Agreement and Contractor’s bid or proposal, this Agreement will control. In the event of conflict between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement will control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A will control.

30. AUDIT

Seller will maintain records for a period of three (3) years from the date of final delivery to assure conformance with the terms and conditions of this Agreement and to assure adequate performance and accurate expenditures within the contract period. Seller agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

31. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation of the Agreement and, if negotiations fail, may terminate the Agreement.

32. COMPLIANCE WITH TAX LAWS

Seller represents and warrants that Seller is, to the best of the undersigned’s knowledge, not in violation of any Oregon tax laws including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Seller’s failure to comply with the tax laws of this state or a political subdivision of this state before the Seller executed this Agreement or during the term of this Agreement is a default for which the City may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or applicable law.

IN WITNESS WHEREOF, City and Seller have caused this Agreement to be executed by its duly authorized officials. Awarded by Tigard’s Local Contract Review Board at their (Month, Day, Year) business meeting.

CITY OF TIGARD	SELLER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
SPECIFICATIONS/ITB/RFP
(including any addenda)

EXHIBIT B
SELLERS'S BID OR PROPOSAL

EXHIBIT C
FEDERAL COMPLIANCE TERMS

OR- SFR BA- Cook Park Boarding Dock Replacement, Tualatin River

I. ODFW Project Specific Compliance Requirements: USFWS Award #F24AF01422

1. Environmental Compliance Reviews:

As a condition of award, the Recipient (City) and their sub-recipient(s) and contractor(s) (Seller) must not begin any potentially impactful work related to this award until the Service has notified you in writing that such work can begin. Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

2. Buy America Provision for Infrastructure Project Procurements, see section III, I. below.

II. Grant Recipient Compliance Requirements:

- A. Recipient is responsible to ensure compliance with the federal implementing regulations for the Dingell Johnson Sport Fish Restoration Act, contained in 50 CFR Part 80.
- B. Recipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, Recipient must complete and return the Federal Funding Accountability and Transparency Act (FFATA) form to ODFW prior to execution of grant agreement.

III. Federal Terms and Conditions:

Without limiting the general requirement of the Agreement, Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D
- B. Cost Principles 2 CFR Part 200, Subpart E
- C. Central Service Cost Allocation Plans Appendix V to Part 200
- D. Indirect Cost Proposals Appendix VII to Part 200
- E. Audit Requirements 2 CFR Part 200, Subpart F
- F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding nondiscrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made;

and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by ODFW.

G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.

H. Domestic preferences for procurements. §200.322

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. Buy America Provision for Infrastructure Project Procurements.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials As required by Section 70914 of the Infrastructure Investment and Jobs Act <https://www.govinfo.gov/content/pkg/PLAW-117publ58/pdf/PLAW-117publ58.pdf> (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and

removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department of the Interior Buy America web page <http://www.doi.gov/grants/BuyAmerica> and the Office of Management and Budget Made in America web page <https://www.whitehouse.gov/omb/management/made-in-america/>.

J. Prohibition on certain telecommunications and video surveillance services or equipment. §200.216

K. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. §200.321

L. To the extent applicable to award, Recipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.)'
5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

M. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25
2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170
3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) 2 CFR Part 175

4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400
5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401
6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
7. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. 41 USC §6306
8. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order. Executive Order 13513.

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$22,021 and not more than \$220,213 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Seller understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Seller's Authorized Official

Name (Printed)

Title

Date

APPENDIX A

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, **“Motor Vehicles”** means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, **“Driving”** means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, **“Text messaging”** means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the **“Government”** includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

- (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
- (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

ATTACHMENT E – OREGON STATE MARINE BOARD SPECIFICATIONS

COOK FAMILY PARK BOARDING DOCK FABRICATION & DELIVERY

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**SPECIFICATIONS
FOR
ALUMINUM BOARDING DOCK FABRICATION & DELIVERY
AT
COOK PARK RAMP, TUALATIN RIVER – MILE 9.8
FOR THE
CITY OF TIGARD**



Approved By:
Allen Chiou, P.E.
Oregon State Marine Board
Boating Facilities Designer



Prepared By:
Allen Chiou, P.E.
Boating Facilities Designer
August 15, 2024

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SPECIFICATIONS
FOR
ALUMINUM BOARDING DOCK FABRICATION & DELIVERY
AT
COOK PARK RAMP, TUALATIN RIVER – MILE 9.8
FOR THE
CITY OF TIGARD



EXPIRES : 12 - 31 - 25



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SECTION 01000 - GENERAL CONDITIONS

GENERAL

01000.10 DESCRIPTION OF WORK

Location of work is at Cook Park Ramp, Washington County, Oregon.

Major project components are as follows:

- (a) Boarding Docks
- (b) Delivery and offloading at specified location.
Cook Park Ramp
17005 SW 92nd Ave
Tigard, OR 97224

01000.20 OWNER

Project is for City of Tigard, referred to hereafter as Owner.

The Owner's Representative is:

Jeff Peck
Phone: (503) 718-2466
Email: JeffP@tigard-or.gov
Project Manager
City of Tigard
13125 SW Hall Boulevard
Tigard, OR 97223

01000.30 ENGINEER

The Engineer of Record is:
Allen Chiou, P.E.
Boating Facilities Designer
Phone: (503) 798-3460
Email: Allen.Chiou@boat.oregon.gov
Oregon State Marine Board
435 Commercial Street NE
P.O. Box 14145
Salem, OR 97309-5065

The Engineer's Representative is:

See Engineer of Record.

01000.40 GENERAL BIDDING REQUIREMENTS

This project is bid out as **UNIT PRICE** and the Contractor shall furnish all labor, equipment, and materials necessary to complete work in accordance with the Plans, Specifications, and terms of the contract.

Value Engineering, whereby the Contractor suggests alternate design and/or materials for a reduced cost and share in the savings, is **NOT** a component of this project contract.

01000.50 PLANS

The following twenty [20] drawings hereby form a part of this contract:

- 3403-1730-01 TITLE SHEET
- 3403-1730-02 BOARDING DOCK LAYOUT PLAN
- 3403-1730-03 ALUMINUM BOARDING DOCK VIEWS (TYPE "A" DOCK)
- 3403-1730-04 DOCK W/ EXTERNAL PILE HOOP (LEFT SIDE)
- 3403-1730-05 ALUMINUM BOARDING DOCK SECTIONS
- 3403-1730-06 SHELL DETAILS (TYPE "A" DOCK)
- 3403-1730-07 PILE HOOP STIFFENER LAYOUT & DETAILS
- 3403-1730-08 STRUCTURAL LAYOUT

3403-1730-09	FOAM, CONCRETE, WALE DETAILS
3403-1730-10	TOPSIDE LAYOUT (TYPE "A" DOCK)
3403-1730-11	PILE HOOP MOUNTING PLATE & DETAILS
3403-1730-12	EXTERNAL PILE HOOP DETAILS
3403-1730-13	HINGE BARREL ASSEMBLY DETAILS
3403-1730-14	LAST DOCK DETAILS
3403-1730-15	BULLRAIL DETAILS
3403-1730-16	STRUCTURAL DETAILS
3403-1730-17	ABUTMENT HINGE DETAILS
3403-1730-18	FIBERGLASS DECK PANEL DETAILS
3403-1730-19	DOGLEG DOCK (TYPE "A")
3403-1730-20	HINGE BARREL STIFFENER (DOGLEG DOCK)

END OF SECTION 01000

SECTION 01090 - REFERENCE STANDARDS AND ABBREVIATIONS

GENERAL

01090.10 REFERENCE STANDARDS AND ABBREVIATIONS

All work shall conform to the current edition of the following reference standards:

- AA Aluminum Association
- AASHTO American Association of State Highway and Transportation Officials
- ACI American Concrete Institute
- ACM American Construction Manual
- ADA Americans with Disabilities Act Standards for Accessible Design
- AISC American Institute of Steel Construction
- APA American Plywood Association
- APWA American Public Works Association
- ASTM American Society for Testing and Materials
- AWPA American Wood Preservers' Association
- AWS American Welding Society
- AWWA American Water Works Association
- DFPA Division for Product Approval of American Plywood Association
- IBC International Building Code, State of Oregon Structural Specialty Code
- ISSA International Slurry Surfacing Association
- NEC National Electric Code
- ODOT Oregon Standard Specifications for Construction by the Oregon Department of Transportation.
- OSHA Occupational Safety and Health Administration
- QPL Qualified Products Listing by the Oregon Department of Transportation, Materials and Research Section
- UPC Uniform Plumbing Code, State of Oregon Plumbing Specialty Code
- WAQTC Western Alliance for Quality Transportation Construction
- WCLIB West Coast Lumber Inspection Bureau
- WWPI Western Wood Preservers Institute

END OF SECTION 01090

SECTION 01200 – SOURCE OF MATERIALS

GENERAL

01200.15 PREFERENCES FOR MATERIALS

This section specifies materials sources to comply with Federal Requirements.

01200.20 BUY AMERICA

Infrastructure Investment and Jobs Act (IIJA), which includes the Build America, Buy America (BABA) Act was signed into law on November 15, 2021. All projects with Federal funding shall comply with BABA and IIJA. The Contractor understands and agrees that the Specifications for this project must comply with BABA and IIJA requirements. To the extent any of these Specifications conflict with such requirements, BABA and IIJA requirements control.

Applicable Laws:

- (a) Public Law 117-58, div G §§70901-52
- (b) 2 CFR 200.322

01200.21 IRON AND STEEL

All iron and steel used in the project shall be produced in the United States.

All iron or steel manufacturing processes, including, without limitation, the casting of ingots, for iron or steel Materials permanently incorporated into the Project shall occur in the United States.

01200.22 MANUFACTURED PRODUCTS

Manufactured products used in the project shall be produced in the United States.

Produced in the United States means the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

Defined:

- (a) An article, material, or supply that is or consists primarily of nonferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, or drywall. Construction Materials do not include items of primarily iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

01200.23 CONSTRUCTION MATERIALS

All manufacturing processes for the construction material shall occur in the United States.

01200.30 WAIVER

If the material, manufactured product, or construction material is not available domestically as described by the applicable laws, a waiver may be requested. The waiver shall be requested by the OSMB through the Federal funding partner with information provided by the Contractor or Owner.

The head of a Federal agency that applies a domestic content procurement preference under this section may waive the application of that preference in any case in which the head of the Federal agency finds that:

- (a) Applying the domestic content procurement preference would be inconsistent with the public interest.
- (b) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (c) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Waivers must be requested of the Federal Funding Agency:

- (a) In writing
- (b) Posted publicly for 15 calendar days
- (c) If approved, published in the Federal Register

EXECUTION

01200.45 REQUIREMENTS

The Contractor shall provide a certification statement with their bid stating:

- (a) All iron, steel, manufactured products, and construction materials used in this project shall conform with requirements outlined by the Infrastructure Investment and Jobs Act (IIJA), which includes the Build America, Buy America (BABA) Act.

All iron or steel manufacturing processes, including, without limitation, the casting of ingots, for iron or steel Materials permanently incorporated into the Project shall occur in the United States.

The Contractor shall provide the Engineer with a Certificate of Materials Origin, on a form furnished by the Engineer, before incorporating any iron, steel, manufactured products, or construction materials into the Project. Unless a Certificate of Materials Origin has been provided to the Engineer, the Materials shall be considered of foreign origin, shall not be incorporated into the Work, and shall not be eligible for any payments.

The Contractor shall retain manufacturers' certificates verifying the origin of all domestic iron or steel Materials for three years after the date of final payment for the Project and shall furnish copies to the Engineer upon request.

The Contractor shall provide a certification statement prior to final acceptance stating:

- (a) All iron, steel, manufactured products, and construction materials used in this project conform with requirements outlined by the Infrastructure Investment and Jobs Act (IIJA), which includes the Build America, Buy America (BABA) Act.

Waiver requests shall be made in writing at least 45 calendar days prior to permanent incorporation into the project.

The Contractor shall include this provision (Section 01200) in all subcontracts.

END OF SECTION 01200

SECTION 01305 – PRODUCT AND MATERIAL SUBMITTALS**GENERAL****01305.10 DESCRIPTION**

This section specifies transmittal instructions, the number of copies of Contractor submittals to be provided, and distribution of those submittals as required in the General Conditions.

Submittals may include:

- (a) Product Submittals
- (b) Material Submittals
- (c) Equipment Submittals
- (d) Shop Drawings

01305.20 REQUIRED SUBMITTALS

Submittals are required if indicated in the Specification sections.

Deviation from Contract: Submit a request for substitution for deviations from the Specifications or Plans. Include the reason for the deviation and cost differential for the deviation. Deviations from the Contract shall be authorized only if previously approved in writing.

The Engineer of Record (or the Engineer's Representative) reserves the right to ask for Submittals that are not referenced in this document.

EXECUTION**01305.30 SUBMISSIONS**

Any submittal listed in other sections of these Specifications shall be submitted using this section.

01305.35 SUBMITTAL FORMAT

An electronic submittal format is preferred.

If hard copies are submitted, the Contractor shall submit three (3) copies of all required information. Individual sheets shall not exceed 11"x 17" in size.

Each submittal shall be accompanied by a Submittal Transmittal Form. The Submittal Transmittal Form shall indicate:

- (a) Which specific product is being proposed.
- (b) How the product is being used (indicate specific Specification sections where applicable).
- (c) Size and quantities (if applicable).

Submittals shall be received by the Engineer of Record (or the Engineer's Representative) at least fourteen (14) calendar days prior to purchase and/or installation.

Submittal Completeness: Submittals, which do not have all the required information, are not acceptable and will be returned without review.

01305.40 REVIEW PROCEDURE

The Engineer of Record (or the Engineer's Representative) will review the submittal for conformance to the Plans and Specifications. After review, the submittal will be returned to the Contractor, and a copy shall be supplied to the Owner. The returned material will consist of one (1) marked-up copy of the submittal. Additional copies as needed will be the responsibility of the Contractor. The returned submittal will indicate one of the following actions:

- **"Accepted as Submitted"** - If the review indicates the material, equipment, or work method is in general conformance with the Contract Plans/Specifications, the submittal copies shall be marked "Accepted as Submitted." In this event, the Contractor may begin to incorporate the material/equipment/work method covered in the submittal.
- **"Accepted as Noted"** - If the review indicates the submittal is insufficient or that limited corrections are required, the submittal copies may be marked "Accepted as Noted." The Contractor may begin to implement the work method or incorporate materials/comments covered in the submittal in accordance with the corrections/comments noted.
- **"Correct and Resubmit"** - If the review reveals the submittal is insufficient or contains incorrect data and the comments require revision and resubmittal, the submittal copies shall be marked "Correct and Resubmit." In this case, the Contractor shall not undertake work covered by this submittal until the submittal has been revised, resubmitted, and returned to the Contractor with a marking of "Accepted" or "Accepted as Noted."
- **"Review Not Required"** - If the review reveals the material, equipment, or work does not require a submittal, then the submitted copies shall be marked "Review Not Required." In this event, the Contractor may begin to incorporate the material/equipment/work covered by the submittal and no further action is required.

01305.50 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

A mark of "Accepted" or "Accepted as Noted" shall mean the Engineer of Record (or the Engineer's Representative) has no objection to the Contractor, upon the Contractor's own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

The Contractor shall furnish to the Engineer the following items for equipment, articles, and materials incorporated in the work:

- (a) Submittals for items identified in individual Specification sections.
- (b) Manufacturer's special tools and special accessories normally furnished by the manufacturer and which, by their specific nature and special design, are suited for convenient and expeditious adjustment, maintenance, and repair.
- (c) Two sets of installation instructions; part lists; routine preventative maintenance and operation manuals; corrective maintenance instructions; plans and other like data pertinent for maintenance and repair.
- (d) Manufacturer and dealer's warranties and guarantees which are normally available to purchasers. Such warranties and guarantees shall be made effective to the Owner as the purchaser.

END OF SECTION 01305

SECTION 05150 - ALUMINUM BOARDING DOCKS

GENERAL

05150.10 DESCRIPTION OF WORK

The work under this item shall consist of all labor, materials, tools, and equipment necessary to fabricate, assemble and furnish aluminum boarding docks, transition plates, pile pockets, external pile hoops, and all other miscellaneous dock items as shown on the Plans. Work may also include the fabrication of a steel abutment hinge assembly if required.

Work also includes the delivery and offloading of the dock system per section 05150.90. Work does not include the installation of the dock system. Each completed 6'x20' dock has a theoretical dry weight of approximately 3,800 pounds.

(a) Experience

The manufacture of the complete dock system shall be performed by experienced personnel meeting the qualifications listed in this Specification. Provide documents per Section 05150.50 SUBMITTALS.

- 1) Dock manufacturer must be experienced and regularly engaged in the manufacture of aluminum structures with a minimum of five (5) years consecutive experience. Provide references.
- 2) Welders shall be currently certified in accordance with the latest AWS structural welding codes (AWS D1.1 for Steel and AWS D1.2 for Aluminum) and have been regularly engaged in welding for a period of at least three (3) continuous months.

05150.20 DOCK CONFIGURATIONS

Individual docks are 6'x20' (nominal) and designated as either Type "A", Type "B", or Type "C". Type "A" is continuous where Type "B" and Type "C" have an integrated pile pocket. For any given project, either all Type "A" docks or a combination of Type "A" and Type "B" or Type "C" docks will be used. Quantities of each dock type and the installed dock layout are shown on the Plans.

The offshore end of the last dock will require modifications. This may be either a Type "A", Type "B", or Type "C" dock depending on pile layout. Reference should be made to the dock layout drawing for confirmation of dock type.

The shore end of the first dock may utilize a transition plate, which will require modifications. This may be either a Type "A", Type "B", or Type "C" dock. Reference should be made to the dock layout drawing for confirmation of dock type. Modifications are required if a transition plate is required.

If external pile hoops are required, they will be installed on one side only of a Type "A" dock. Reference should be made to the dock layout drawing for confirmation of external pile hoop locations.

05150.30 REFERENCES

- AWS D1.1 - Structural Welding Code, Steel, American Welding Society
- AWS D1.2 - Structural Welding Code, Aluminum, American Welding Society
- ASTM Standards - American Society of Testing and Materials
- International Building Code, International Code Council
- Specification for Aluminum Structures, Aluminum Association
- Specification for the Design, Fabrication and Erection of Structural Steel for Buildings – American Institute of Steel Construction

05150.50 SUBMITTALS

(a) General

Experience certifications, material source certifications, testing reports, inspection results, and all other submittals required within this section shall be submitted and accepted prior to final construction and delivery of the docks. Submittals shall be made per section 01305 PRODUCT AND MATERIAL SUBMITTALS of these Specifications.

- (b) Shop Drawings: Within twenty (20) days after issuance of the Notice to Proceed, complete dock shop drawings shall be submitted by the dock manufacturer for review and acceptance. The Engineer will provide electronic copies of the construction drawings after the Notice to Proceed to assist in the creation of shop drawings. The shop drawings shall include all necessary layout plans, elevations, cross sections, fabrication details, dimensions, materials, hardware, and finishes of all manufactured dock components to fully describe the work. Fabrication of the docks shall not begin until the shop drawings have been reviewed and returned as accepted.

One (1) set of shop drawings shall be submitted electronically for review. One set of shop drawings will be returned after review and comments.

Review and acceptance of shop drawings shall be for general conformance only. It shall remain the responsibility of the Contractor and manufacturer to comply with all Contract requirements.

- (c) Product Data: Submit manufacturer's data sheets or catalog cuts of all materials and products to be fabricated and installed under this section for approval prior to ordering.
- Pultruded fiberglass grating and associated fasteners
 - Rubstrips
 - UHMW Polyethylene
 - Expanded polystyrene foam
 - Concrete mix design
 - Barrier coating material for concrete/aluminum isolation
 - Zinc Anodes
 - Bullrail ends (if used)
 - Perforated sheet for drainage holes
 - All fastening hardware (i.e., nuts, bolts, screws, washers, padlocks)
 - Boat regulatory signs (typically submitted directly to the Engineer by OCE sign shop).
 - Metalized finish for transition plates.

- (d) Test Reports and Certificates of Compliance: Submit test reports and mill certificates for all structural materials for approval prior to ordering. Test reports and certificates shall substantiate the required mechanical properties of all structural materials incorporated into the work.
- Structural Aluminum
 - Stainless Steel
 - Fasteners
 - Mild Steel
 - Galvanizing
- (e) Welding Procedures and Welder Qualifications: Submit weld procedure specifications (WPS) and procedure qualification records (PQR) for all structural welds and welder qualification test records or certificates for all persons anticipated to perform structural welding in conformance with AWS D1.2. All qualification documentation shall be submitted for review and approval prior to the beginning of any work on the docks.
- (f) Manufacturer's Instructions: Submit all manufacturer's suggested handling, shipping, and installation procedures and maintenance recommendations prior to the shipment and installation of the dock system.
- (g) Inspections: The Owner, Engineer of Record, or their representatives reserve the right to inspect the construction at any time throughout the manufacturing process. Submit and keep the manufacturing schedule updated for all dock components so that inspection visits can be arranged at appropriate times.

05150.60 MANUFACTURER'S RESPONSIBILITIES

The manufacturer shall be solely responsible for the means, methods, techniques, sequences, and procedures used for the fabrication of the docks and related components. The manufacturer shall be responsible for overseeing that the finished work complies accurately with the Contract Plans, Specifications, and the approved Shop Drawings.

Note: A suggested sequence of assembly is shown on the Plans, but the actual sequence may vary. Furthermore, a series of 3-D dock renderings is provided at the end of this specification section that illustrates a suggested sequence of assembly.

The manufacturer shall furnish all necessary materials, equipment, labor, supervision, testing, inspections, and incidentals necessary to complete the work identified in the Plans and Specifications.

- (a) Inspections and Quality Control: The manufacturer is responsible for adherence to internal quality control procedures and for the coordination and cost of all independent inspections listed below from a qualified inspection service. Submit all inspection reports within 48 hours of inspection.

Internal welds shall be visually inspected for compliance with the Plans and Specifications prior to placing concrete and foam. Any welds found to be deficient shall be repaired to the satisfaction of the independent welding inspector.

Concrete shall be visually inspected prior to placement of foam. Inspector shall verify presence of barrier coating, placement of concrete to top of bottom stiffeners, and no concrete has been placed around pile pockets per the Plans.

Foam floatation shall be visually inspected for proper and complete installation per the Plans and Specifications.

Internal welds of all top covers, spacers, and deck supports shall be visually inspected for compliance with the Plans and Specifications prior to installing decking. Any welds found to be deficient shall be repaired to the satisfaction of the independent welding inspector.

External welds shall be visually inspected for compliance with the Plans and Specifications prior to installing wales and rubstrips. Pile hoop and hinge barrel stiffeners, if required, shall be inspected prior to installation of the overlaying wale support. Any welds found to be deficient shall be repaired to the satisfaction of the independent welding inspector.

All critical dimensions shall be verified (i.e., shell length, width, height, pile pockets, pile hoop stiffeners, and pile hoop mounting plates).

MATERIALS

05150.65 PRODUCTS

All materials to be incorporated into the work shall be new and meet acceptable industry standards for condition, appearance, and straightness. All exposed edges shall be smooth and free of sharp edges.

(a) Aluminum

All structural members, bars, and plates shall be ASTM B209, alloy 5086-H116 except for the following components which shall be alloy 6061.

- (1) Hinge Barrel Assemblies (e.g., barrel filler plates, barrel top plates, barrel gussets, barrel backing plates)
- (2) Pile Pocket Details (e.g., gate bracket, removable gate, wear pad retainers)
- (3) Transition Plate (5086 acceptable to accommodate bending)
- (4) External Pile Hoop Assemblies

Round tube shall be ASTM B221, alloy 6061

Pipe shall be structural per ASTM B429, alloy 6063-T52

Bullrail Ends and Corners:

- (1) Ends and corners may be purchased pre-formed from 6063 aluminum alloy with a wall thickness no less than 0.125" and welded to all straight runs of 6061 round tube or 6063 pipe. Bullrail ends shall be 2" round tube or 1½" pipe with a 2" inside radius and no tangents. Bullrail ends shall be R&B Wagner part number 7972 (2" tube") or 364 (1½" pipe) or approved equal. Product is available from Wagner Companies 1-888-243-6914 www.wagnercompanies.com.
- (2) Alternatively, ends and corners may be formed from bending straight sections of 2" tube or 1½" pipe to the dimensions and radius shown on the Plans.

Standard extruded profiles (where allowed) shall be ASTM B308, alloy 6061.

(b) Stainless Steel

All stainless steel shall be type 316 unless otherwise noted on the Plans. All fasteners connecting to aluminum shall be stainless steel except for wale block fasteners per 05150.65 (k).

(c) Polyethylene

All polyethylene components shall be virgin or reprocessed, ultra-high molecular weight (UHMW) polyethylene, and shall be fully or partially cross-linked and black in color and UV-stabilized.

(d) Foam Floatation

Floation blocks shall be expanded polystyrene. Sizes are shown on the Plans. The foam shall be Type 1 and weigh ± 1.0 pound per cubic foot in accordance with ASTM C578. Water absorption of foam shall be four percent (4%) or less by volume. Floation blocks are not required to be shrink-wrapped or otherwise encased prior to installation.

(e) Wales

Wales (composite decking material) shall be Moistureshield Vantage, Trex Transcend, or approved equal. Recycled wood-plastic composite lumber used for all wales shall meet the following qualifications:

Manufactured from at least 90% recycled-content, wood-plastic composite. Composite shall be 50% recycled plastic $\pm 10\%$ and 50% waste wood fiber $\pm 10\%$.

The color shall be Bridle or a similar shade of brown. All boards shall be the same color.

Finish shall be non-slip wood grain.

Dimensions shall be 1" actual thickness (no tolerance) and 5½" wide $\pm 1/4$ ", 20-foot lengths.

Have a solid plank cross-sectional area. Edges shall be solid, not grooved.

Have square (nominal, less than 1/8" radius actual) corners.

(f) Decking

The decking shall be pultruded fiberglass grate. Fiberglass deck grates shall be ADA-compliant manufactured from pultruded polyester resin (SPF), with a product designation of T-1210, 12% open space, 1" bearing bar height, 1½" bearing bar width, with a coarse grit slip-resistant surface, 3/16"- ¼" clear spacing between top of bearing bars, gray in color, with corrosion-resistant fasteners. Possible product suppliers include Fibergrate (www.fibergrate.com), McNichols (www.mcnichols.com), or AMD Grating (www.amdgrating.com).

(g) Decking Clips

All decking shall be installed with Fibergrate Spring Clips (part number 734282) or approved equal.

(h) Pile Pocket/Hoop Wear Pads

Wear pads shall be UHMW-PE (1½" thick) meeting the same requirements as polyethylene per 05150.65 (c).

(i) Grounding Rails

Grounding rails shall be UHMW-PE (1" thick) meeting the same requirements as polyethylene per 05150.70 (c).

(j) Wale Blocks

Wale blocks shall be UHMW-PE (1" thick) meeting the same requirements as polyethylene per 05150.70 (c).

(k) Fasteners

Composite lumber wales and UHMW-PE grounding rails shall use fasteners designed specifically for attachment of such materials to aluminum framing. Fasteners shall be aluminum blind rivet nuts with flange and knurled outer body and ¼-20 internal threads for use with ¼-20 x 1¾" 316 stainless steel hex head bolt and flat washer. Rivet nuts shall have a grip range compatible with a ⅜" aluminum plate. A rivet nut example is AVK open end AL-series, www.avkfasteners.com, but any rivet nut meeting the criteria may be acceptable. Provide submittal for approval prior to ordering.

Pultruded fiberglass deck grate fasteners shall be minimum #12 x 1-½" 316 stainless steel bi-metal self-drilling screws with ⅜" hex head.

All bolts, nuts, and washers shall be 316 stainless steel. Self-locking ("nylock") type nuts are not allowed.

Wale Block fasteners shall be ⅜" x 1½" "F" type self-tapping zinc coated screws.

Padlocks shall be brass body, 1¾" max. width, ¼" or ⅝" shackle diameter, ¾" min. inside shackle width and 1½" max. inside shackle height. All padlocks shall be keyed alike. Provide quantity as shown on the Plans plus an additional four (4) for spares.

(l) Concrete Ballast

Concrete may be supplied from a central ready-mix plant regularly engaged in the production of concrete or mixed on site using commercially available bags of concrete mix. Concrete shall have a minimum compressive strength of 3,500 psi and a unit weight of 140-145 pcf.

(m) Rubstrip

Rubstrips shall be Medium Dock & Post Bumper, Model DB3.CU, one continuous piece the entire length of the float. Bumpers shall be ordered to lengths required and have factory finished ends. Product is available from Taylor Made Products, www.taylormadeproducts.com, 1-800-628-5188.

Recently completed dock projects have shown that the availability of Medium Dock & Post Bumper may be limited. However, this is still the preferred/required rubstrip product so bid pricing shall reflect the use of this product. If this product is unavailable for installation (prior to shipment of the completed docks) then an alternative rubstrip product will be approved. Dimex RR-5008W white vinyl bumper available from Scottco Marine, www.scottcomarine.com, is approved as an alternative product only if the required product is unavailable.

(n) Zinc Anodes

Zinc anodes shall be 3"x6"x¾" bolt-on type with galvanized steel inserts, model ZHC-3H, or approved equal, available from BoatZincs, 53 Knoll Trail, Acton, MA 01720, (978) 841-9978, www.boatzincs.com.

(o) Drainage Hole Screening

Drainage holes in the lower flange of all wale supports shall be covered with screening material welded to the inside of the wale support. Screening material shall be 0.063" gauge aluminum sheet with round ⅝" diameter perforated holes on ⅜" staggered centers.

(p) Boating Regulatory Signs (Owner-Furnished)

Signs shall be purchased by the Owner and delivered to the dock fabricator for installation onto the signposts. Signs shall be purchased from Oregon Corrections Enterprises, 777 Stanton Boulevard,

Ontario, Oregon 97914. Contact Joel Clucas by telephone at 541-881-4556, FAX 541-881-5494, or ocesignshop@oce.oregon.gov. Substitutions will not be permitted.

(q) Mild Steel

All mild steel components shall be ASTM A36 unless noted otherwise on the Plans. Reinforcing bars shall be ASTM A706, grade 60, suitable for welding and galvanizing. Fasteners connecting steel-to-steel shall be ASTM A325 with appropriate heavy hex nuts and hardened flat washers.

(r) Anti-Seize Lubricant

Lubricant shall be compatible for use with stainless steel in a marine environment. Provide a single, four (4)-ounce bottle to the Owner for use during installation.

05150.80 FINISHES

(a) Interior

All interior aluminum surfaces and components of each dock shall be mill finish. Mill stamps shall not be removed but shall be oriented to be as least noticeable as practicable.

(b) Exterior

All exterior aluminum surfaces and components (e.g., bullrails, wale supports) shall be mill finish with the following exceptions:

The shell top flange at each end of the dock, hinge barrel assemblies, and barrel filler plates shall be coarsely sandblasted to provide a non-slip surface where foot traffic is expected.

Transition plates shall be coarsely sandblasted, top and bottom prior to application of a metalized finish. The metalized finish shall be atomized aluminum sprayed on with torch and compressed air. The metalized finish is only required on the top walking surface of the transition plate and barrels.

The abutment hinge barrel assembly shall be coarsely sandblasted, top and bottom prior to application of hot dip galvanizing and a metalized finish. The metalized finish shall be atomized metal sprayed on with torch and compressed air. The metalized finish is only required on the top walking surface of the hinge barrel assembly.

(c) Barrier Coating

Barrier coating between aluminum and concrete ballast shall be a bituminous paint, CRL bituminous coating or approved equal, available from C.R. Laurence Co. 23000 64th Avenue S, Kent, WA 98032, (253) 850-5800, www.crlaurence.com. Alternatively, the barrier coating may be a high performance, chemically cured, rust inhibitive epoxy primer for exterior aluminum surfaces that is compatible with concrete and suitable for wet environments. Product shall be Devran 201H Epoxy Primer or approved equal, available from International Paint (www.international-pc.com).

(d) Galvanizing

All mild steel components shall be hot-dipped galvanized after fabrication in accordance with ASTM A123 or A153 as applicable. Any damage to the galvanized coating shall be repaired using a hot-stick or spray metalized in accordance with ASTM A153.

EXECUTION

05150.87 FABRICATION AND WORKMANSHIP**(a) General**

The manufacture and fabrication of the docks and its related components shall conform to the latest edition of the Aluminum Construction Manual, the AISC Manual of Steel Construction, and all other applicable industry standards.

All fabrication shall conform to the Contract Documents, these Specifications, and the approved shop drawings.

Fabrication details, materials, finishes, and colors shall be consistent throughout.

All structural members shall be the size, length, wall thickness, and alloy as shown in the approved shop drawings.

All cut edges shall be clean and true, free of burrs. Flame cutting is not permitted, and all holes shall be punched or drilled.

Cap all open ends of tubular members as shown in the Plans and grind smooth. Provide ½" diameter weep holes in bottom ends of all closed aluminum tubes as required for venting and drainage.

Inside of all docks shall be thoroughly cleaned to remove all metal filings, dust, grease, concrete residue, metal scraps, and dirt prior to applying a barrier coating and installing foam blocks.

The completed docks and other components shall be supported on timber dunnage or other appropriate means to prevent direct dock-to-ground or dock-to-dock contact and to prevent damage during fabrication, storage, delivery, offloading, and on-site stockpiling.

All completed docks shall bear a permanent decal or identification plate listing the name of manufacturer, date of manufacture, live load rating (20 psf), a unique identifying serial number, and sequence number.

(b) Forming**a. Shell**

- i. The bottom, sides, and top flanges of each shell section shall be continuous by bending 4' x 10' or 8' x 10' sheets of 3/16" plate cut to length to meet the dimensional requirements as shown on the Plans. All bends shall be 90 degrees with ½" inside radii.

b. Shapes

- i. All channels, angles, and rectangular tubes shall be formed by bending plate or flat bar unless shown otherwise on the Plans. All bends shall be 90 degrees with ½" inside radii. Alternatively, shapes may be extruded provided they meet the dimensional and alloy requirements as shown on the Plans and Specifications.
- ii. All shapes shall be full length to the maximum extent possible. Wale supports and deck supports may be fabricated from the least number of shorter pieces welded together. Any weld joints in the deck supports shall be centered over a bulkhead flange. Any weld joints in the wale supports shall be offset from the shell joint as shown on the Plans.

c. Round Tube

- i. All round tube shall be extruded. Hinge barrels shall be 6061 alloy.
- ii. Bullrails shall be continuous between the end posts prior to a terminating radiused end or corner at a pile pocket. One splice per bullrail is allowed provided it is centered over a post. Use of factory bent elbows is allowed (See 05150.65 (a)). Elbows or formed bends shall be fully welded to all straight sections of round tube and to the top flange of the dock shell.

- d. Pipe
 - i. Pipe is an allowable alternative to round tube for bullrails only.
 - ii. Pipe shall be structural Schedule 40, 6063-T52 alloy.
 - iii. Section 05150.87 (b) c.ii applies to pipe bullrails.

(c) Welding

All welding shall conform to the latest editions of the AWS structural welding codes, including the repair of defective welds.

All welding shall be 100% visually inspected by a manufacturer provided, AWS qualified, inspector from an independent testing company. See Section 05150.60 for details.

All welding shall be performed in a temperature-controlled, shop environment by AWS qualified and approved structural welders using qualified and approved welding procedures and welding equipment.

Welding shall be carried out in a systematic sequence planned to minimize distortion and residual stress. Structure shall be fitted without excessive forcing before welding. Welds are to be cleaned and excessive roughness or spatter is to be removed. Temporary welds incident of erection are to be carefully removed and flushed off by chipping or grinding. Finished welds are to present a neat workmanlike appearance.

The preferred filler wire for all aluminum welding shall be ER5183. However, ER5356 is an acceptable alternative.

Weld spatter and slag shall be removed.

Continuous weld all connections unless otherwise shown in the Plans.

Any welding done after the installation of the foam floatation blocks is to be performed in a manner which does not damage or cause burning of the foam. The Manufacturer is fully responsible for maintaining the integrity of the foam throughout the fabrication process.

(d) Decking

All decking shall be installed flat and true without intentional changes in slope or tripping hazards and compliant with accessibility standards.

All decking shall be installed with Fibergrate Spring Clips (part number 734282) or approved equal. The location and quantity of clips are shown on drawing sheet 18. Clips shall be fastened with #12 x 1-1/2" 316 stainless steel bi-metal self-drilling screws with 3/8" hex head.

Pultruded fiberglass grate shall be installed in the largest panels practicable with the bearing bars oriented perpendicular to the span direction of the dock. The affected ends of any field or shop cutting or drilling of fiberglass grate bars shall be sealed with polyurethane or catalyzed resin sealant as recommended by the grating manufacturer. Panel layout may be adjusted as needed to minimize narrow strips of decking from cutouts around pile pockets.

(e) Fasteners

All fasteners shall be of the size and type shown in the Plans.

Washers are required under the heads and nuts of all fasteners unless noted otherwise in the Plans.

All fasteners shall be appropriately fully tightened in accordance with applicable industry standards and practices.

Any fastener connecting dissimilar metals shall be stainless steel or electrically isolated to prevent corrosion.

Any fastener in a walking surface shall be flush with, or recessed below, the surface or concealed.

All threads to be liberally coated with a marine grade anti-seize compound prior to installing nuts.

(f) Barrier Coating

Apply a continuous coat of bituminous paint or epoxy primer to the inside bottom and sides of shell, bulkheads, and bottom stiffeners only to the extent that concrete will come in contact with the aluminum surfaces. Paint may be applied by spray, brush, or roller and at a rate per manufacturer's recommendation. Allow paint to dry and cure per manufacturer's recommendation prior to placing concrete ballast.

(g) Concrete Ballast

Place concrete evenly in bottom of shell up to and level with tops of bottom stiffeners. Type "B" docks will not have concrete in spaces around the pile pocket as shown on the Plans. Foam filler blocks shall be installed in place of the concrete in these areas only.

(h) Foam Floatation

Foam floatation blocks shall be placed using the sequence shown on the Plans. The design allows for a $\frac{1}{8}$ " space between the top of the foam and the underside of the bulkhead flanges and end stiffeners to allow for installation of the $\frac{1}{8}$ " thick aluminum top covers.

(i) Screened Drainage Holes

Holes in the lower flange of the wale supports are critical for drainage. Each drain hole shall be covered with perforated aluminum sheet per Specifications and details shown on the Plans.

(j) Wales and Grounding Rails

Wales and grounding rails shall be ripped to finish widths and edges either radiused or left square depending on the application as shown on the Plans. Wales shall be full length without splices. Leave a $\frac{1}{8}$ " gap between all wales and wale blocks. Attach using blind rivet nuts with hex head bolts per manufacturer's installation instructions and as detailed on the Plans.

(k) Wale Blocks

Wale blocks are required at all wale ends except for the end wale on the last dock. Wale blocks shall have a 45-degree chamfer as shown on the Plans except for the two offshore blocks on the last dock. Wale blocks shall be attached with F-type zinc coated bolts: size, quantity and location as shown on the Plans. Bolts shall be epoxy paint coated (black in color) prior to installation.

(l) Rubstrips

Install top of rubstrip along both sides of dock flush with top of composite wales using the supplier's recommended "fold-over method" as shown on the Plans. Attach with two rows of #8 stainless steel screws, 4-inch on center spacing. Also install a rubstrip across the offshore end of last dock. The ends of the rubstrip shall be finished by the manufacturer.

(m) Hinge Barrel Isolators

UHMW-PE bushings, sleeves, and spacers shall be fabricated from solid material per details shown on the Plans. Isolators protect against metal-to-metal contact and provide a wear surface between hinge barrels and hinge pins.

(n) Offshore End of Last Dock

The offshore end of the last dock requires modifications. Depending on the dock layout these modifications will apply to either a Type "A", Type "B", or Type "C" dock (reference Dock Layout drawing). In place of the offshore end hinge barrel assembly, fabricate and install a wale support, wales, rubstrip, bullrail, signpost, and corner wear blocks as shown on the Plans. In addition, the last dock requires modified bullrails (both sides) as shown on the Plans.

(o) Shore End of First Dock

See Plans for details of this section.

(p) Hinge Pins

All dock and transition plate hinge pins shall have a stop welded to one end with vertical sides as shown on the Plans. The hole at the opposite end of the pin shall be drilled in the same plane as the vertical sides of the pin stop as shown on the Plans. Provide bolt, nut, washers, and padlock for each hinge pin. The stainless-steel washer on the padlock end of the dock hinge pin is a custom size and will require milling to the dimensions shown on the Plans. Alternatively, a 1¼" SAE washer may be used (1.375" I.D.) but may require reaming to fit.

(q) Boating Regulatory Signs

Attach signs to the signpost as indicated on the Plans using stainless steel or aluminum rivets. Install signs level and plumb with sign surfaces free from distortion or other defects in appearance.

(r) Pile Hoop & Hinge Barrel Stiffeners (If required)

External pile hoops and dogleg dock hinge barrels require installation of structural stiffeners prior to installation of the wale supports. Each stiffener is a C5x9 aluminum structural channel welded to the dock shell at the locations shown on the drawing prior to installation of the wale support. The flanges of the channel will require trimming so that the outside face of the channel web is flush with the inside face of the wale support. Slots are cut in the wale support to provide slot welding of the wale support to the stiffener as shown on the Plans.

(s) External Pile Hoops (If required)

Weld external pile hoop mounting plate to the wale support at locations as shown on the Plans. Careful attention should be given to which side of the dock the hoop is to be installed and distance from the shore and offshore ends. Adjust lengths of wales and rubstrips as required.

(t) Abutment Hinge Barrel Assembly

Assembly will be field installed. See sheet 17 of the Plans for details.

(u) Dock Identification Plates

Each dock shall have a unique identification plate that will correspond to the naming convention shown on the Plans or in the absence of a naming convention will be numbered sequentially starting with "1" as the first or shore-end dock. Identification plates shall be consistently placed in the same location on each dock. Doing so will ensure that the docks are installed in the correct order and orientation. Minimum plate information is listed in Section 05150.87 (a); additional information on the identification plates is at the fabricator's discretion.

05150.90 DELIVERY

The aluminum boarding docks shall be transported, lifted, and stored in accordance with good industry practices, the handling instructions of the manufacturer, and as specified herein. Stacking of one dock on another (3 docks total) is permitted with proper and adequate blocking and must not be supported by the bullrails of the lower dock. For Type "A" docks, additional blocking at mid-span of the lower dock's shell bottom must be provided.

Rubstrip material shall be protected from damage, compression, or discoloration caused by tie-down straps used during transport. Adequate blocking shall be used to keep tie-down straps from contacting the rubstrips.

Manufacturer is responsible for delivery and offloading of docks at the following location:

Cook Park Ramp
17005 SW 92nd Ave
Tigard, OR 97224

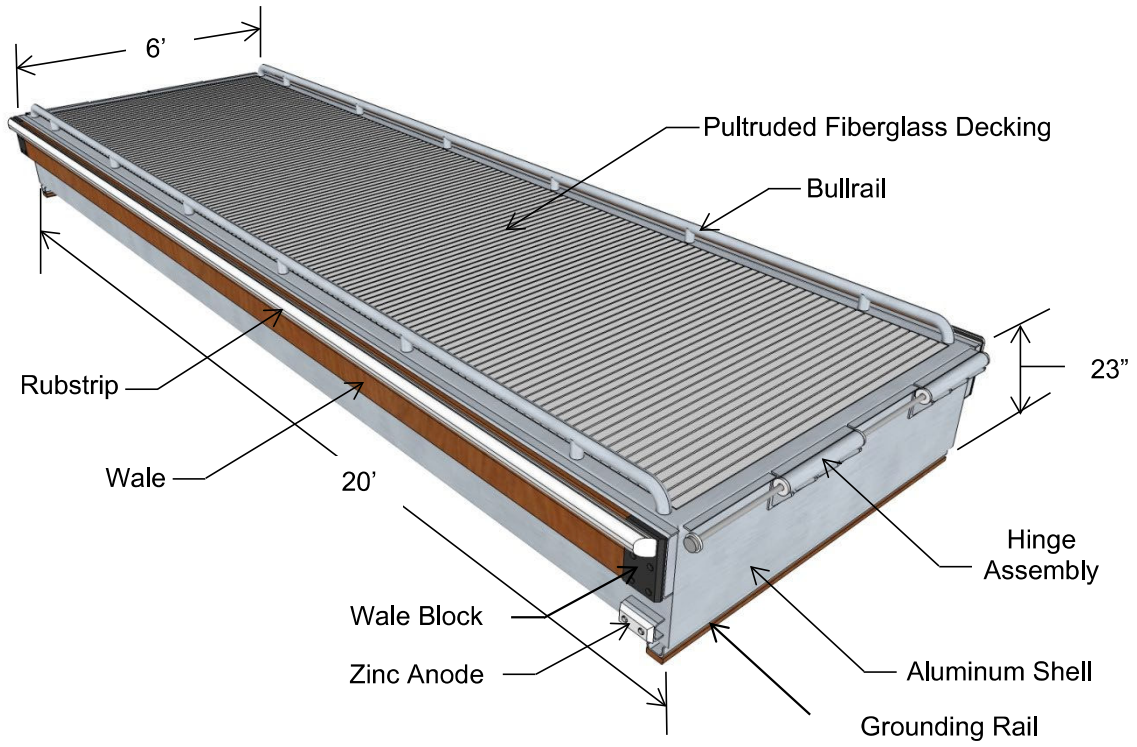
05150.91 WARRANTY

The manufacturer of the aluminum boarding docks, and their related components shall provide the Owner with a written warranty that the aluminum boarding docks, and any related components shall be free of defects in materials and workmanship for a period of two (2) years, unless the Contract requires a more stringent or longer warranty.

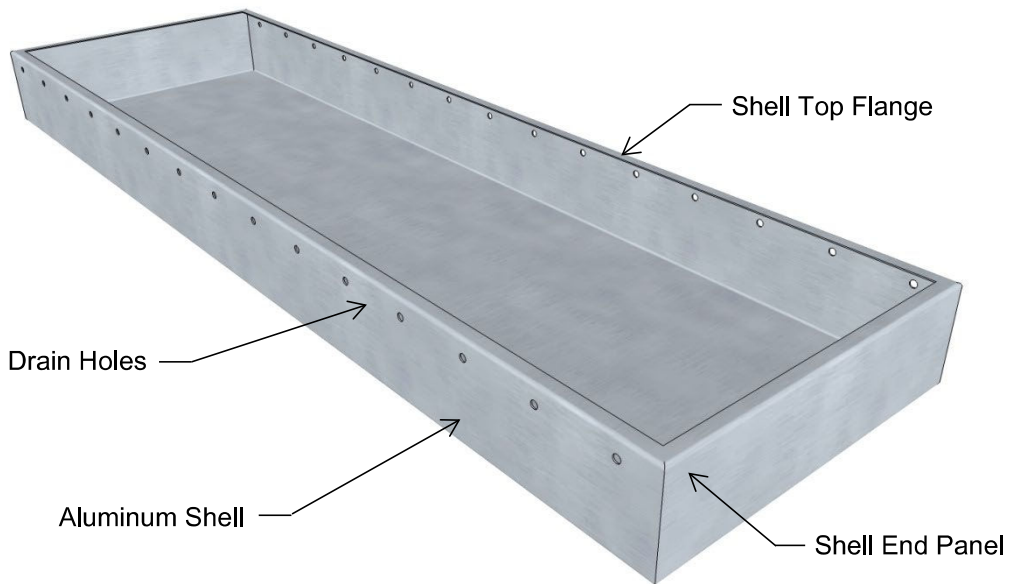
The warranty period shall commence upon delivery and acceptance of the docks and all related components by the Owner.

05150.95 SUPPLEMENTAL DRAWINGS

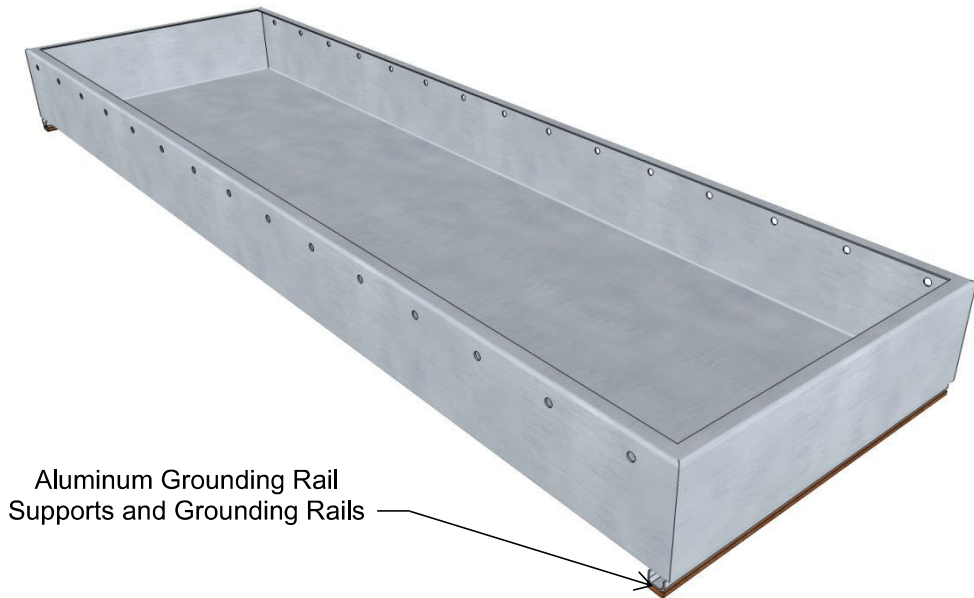
The following 3-D dock renderings are provided solely for the purpose of visualizing (1) a suggested sequence of dock assembly and (2) general position of dock components within the dock structure. These renderings are not intended for use as construction or shop drawings.



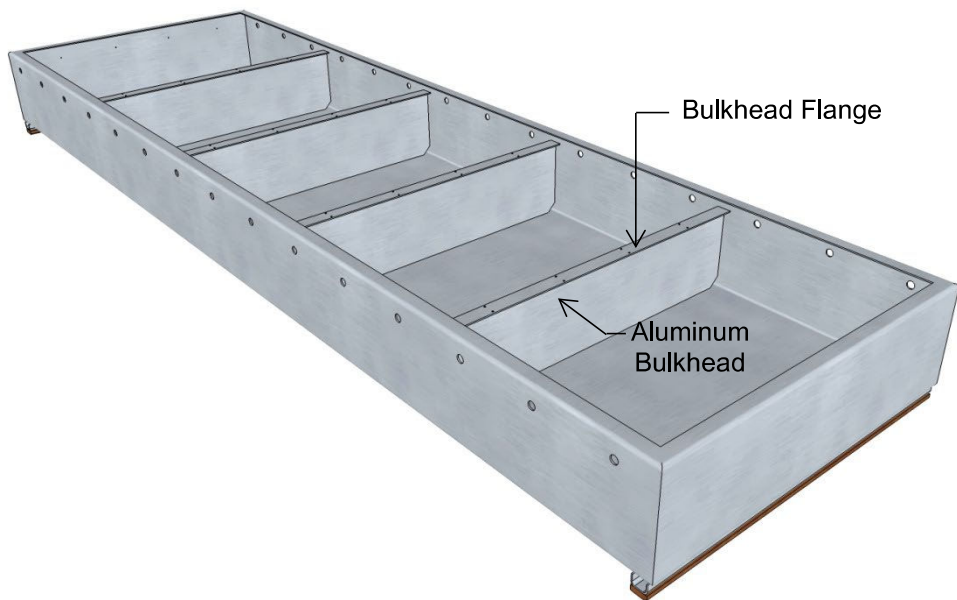
01 - DOCK OVERVIEW



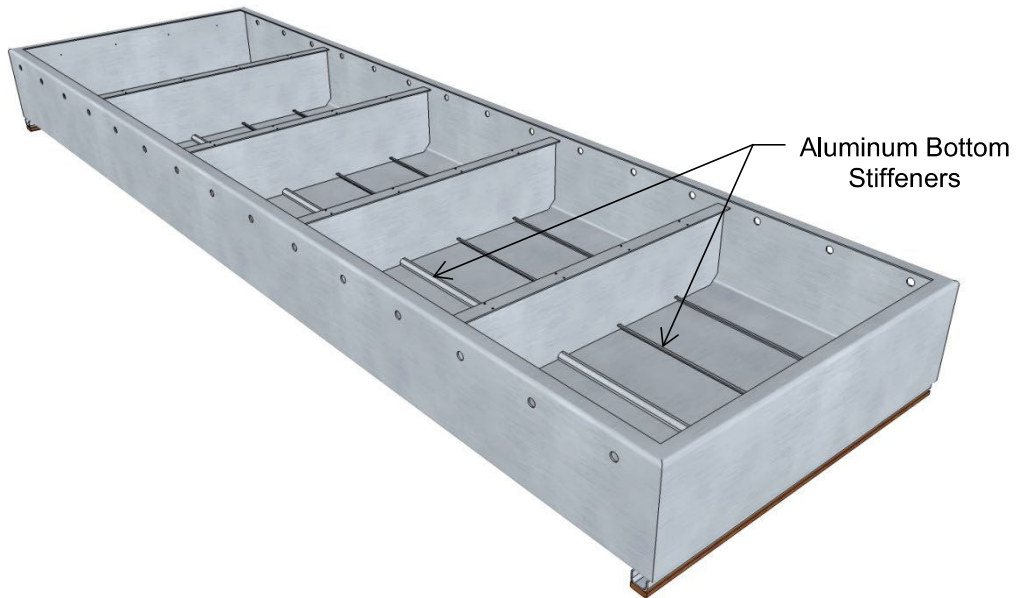
02 - SHELL ONLY



03 - ADD GROUNDING SUPPORTS & GROUNDING RAILS

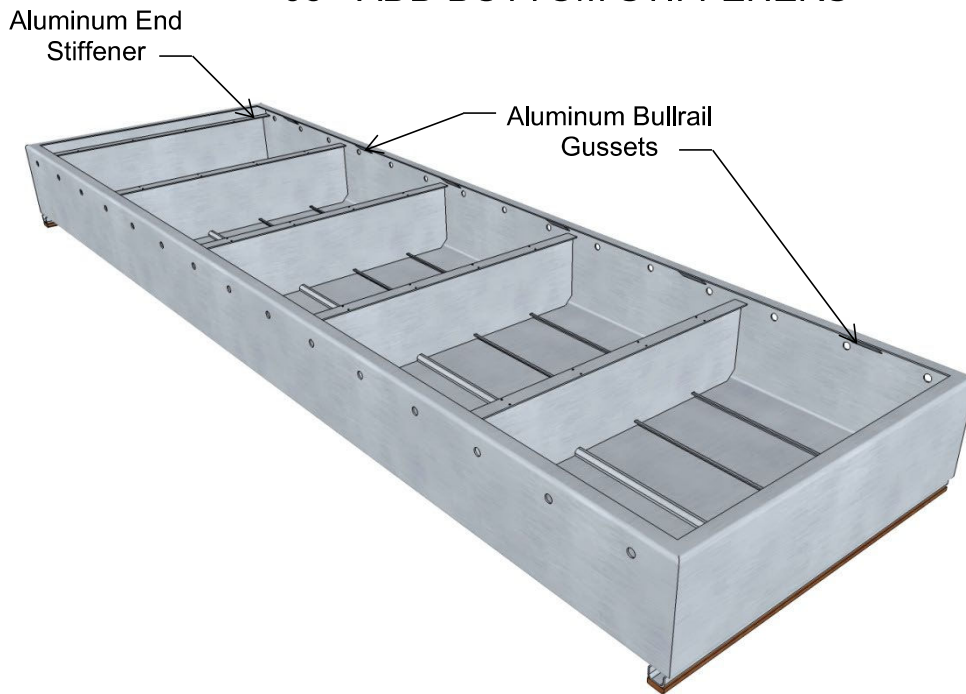


04 - ADD BULKHEADS



Aluminum Bottom Stiffeners

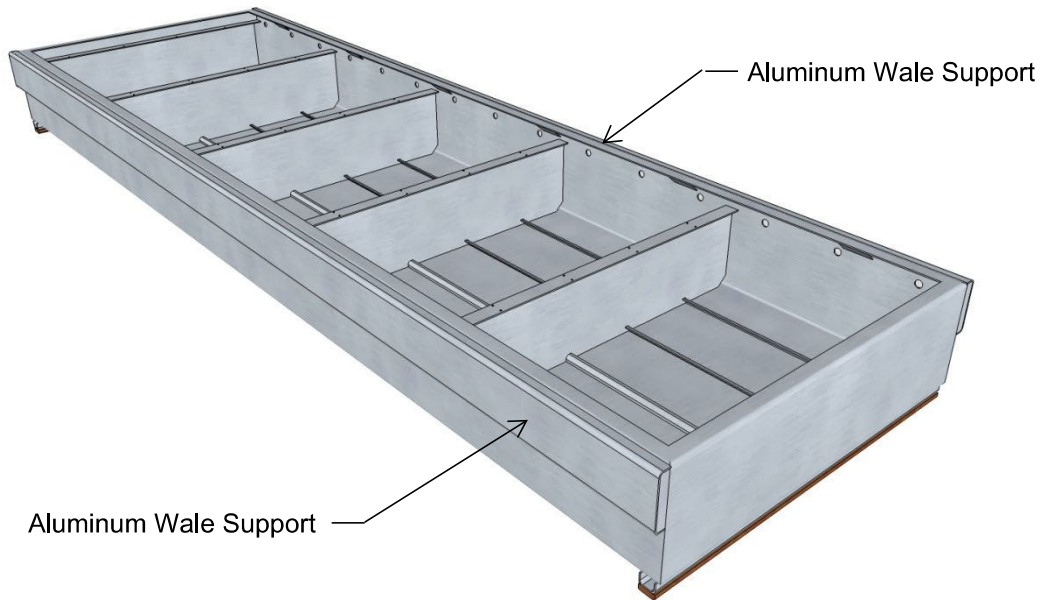
05 - ADD BOTTOM STIFFENERS



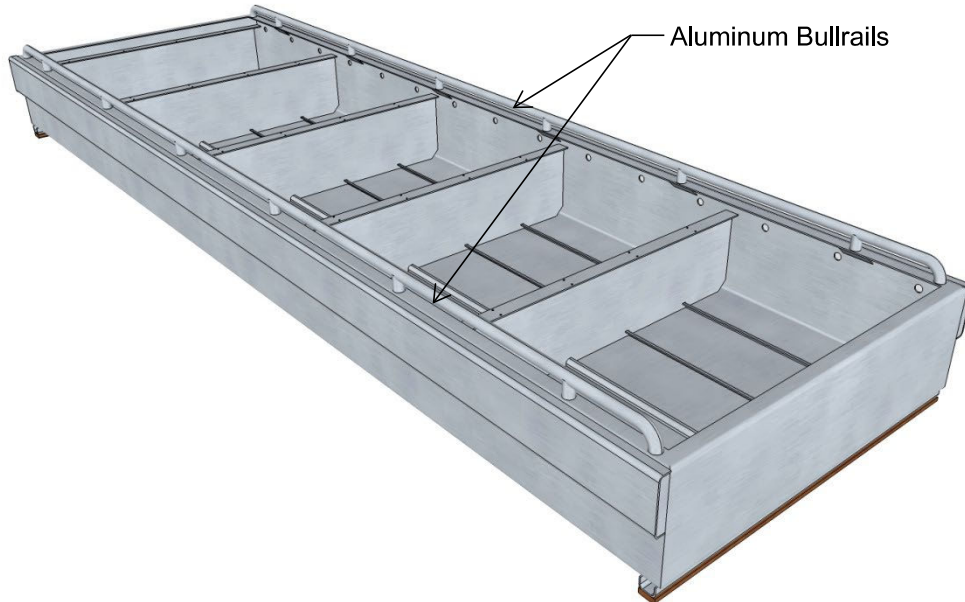
Aluminum End Stiffener

Aluminum Bullrail Gussets

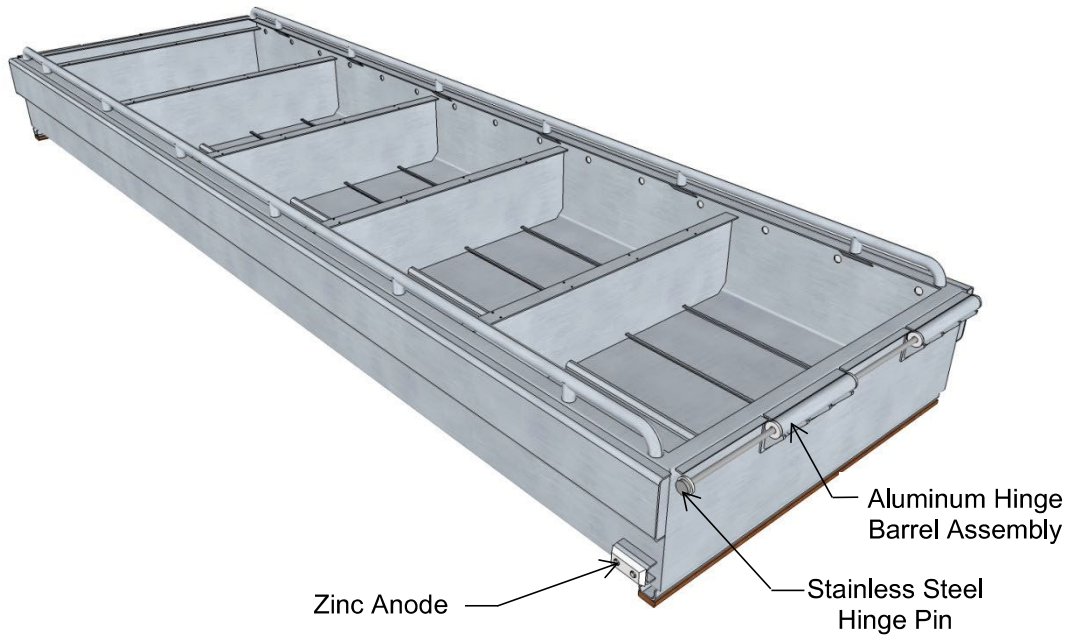
06 - ADD END STIFFENERS & BULLRAIL GUSSETS



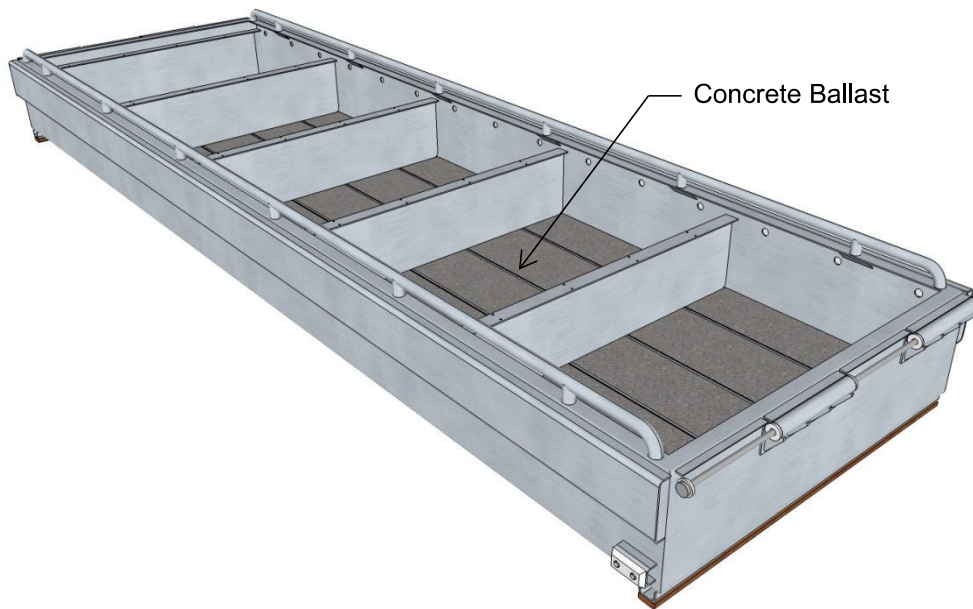
07 - ADD WALE SUPPORTS



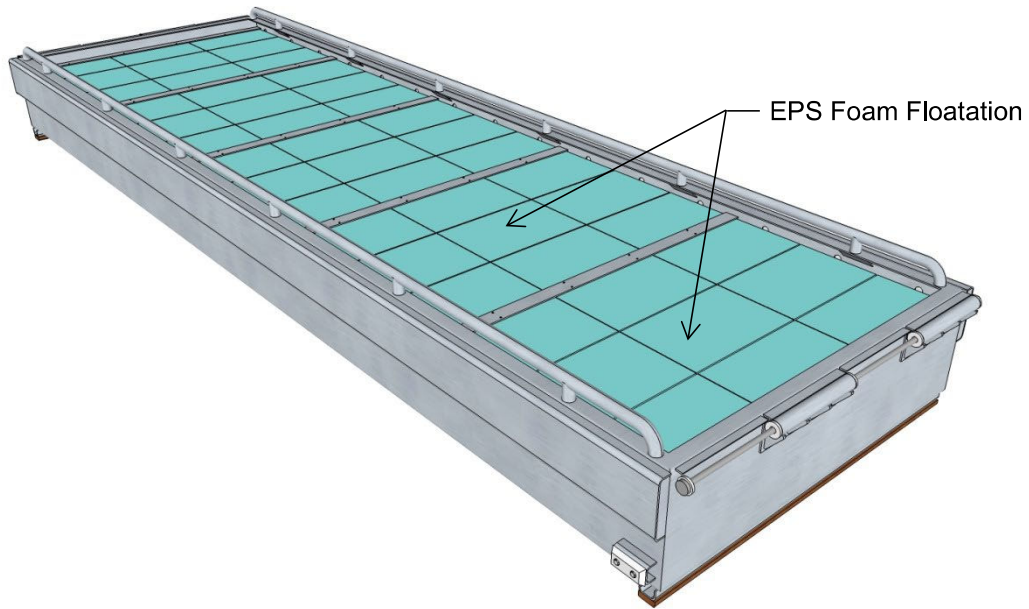
08 - ADD BULLRAILS



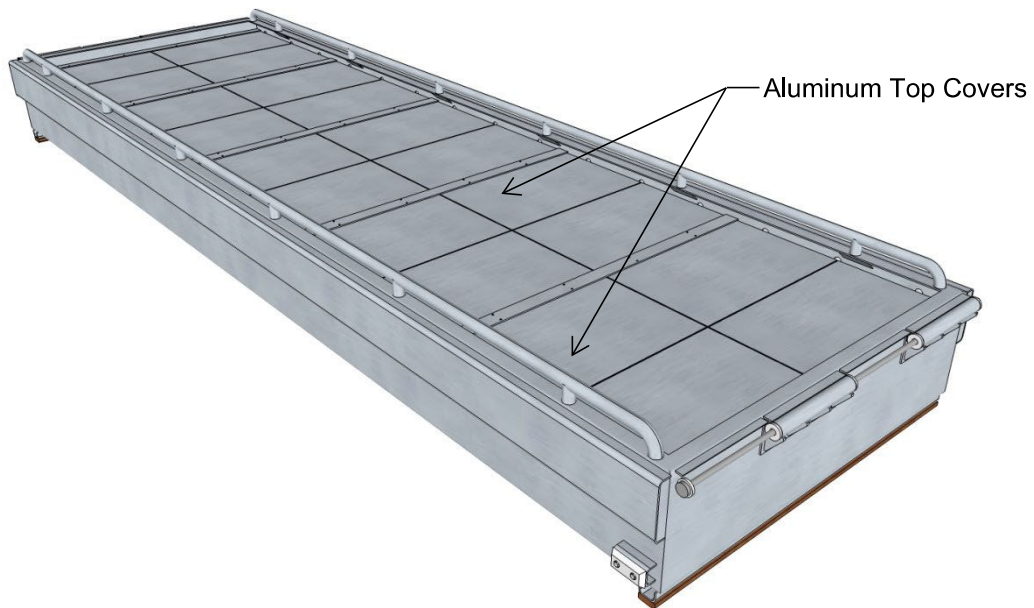
09 - ADD HINGE BARREL ASSEMBLIES & ZINC ANODES



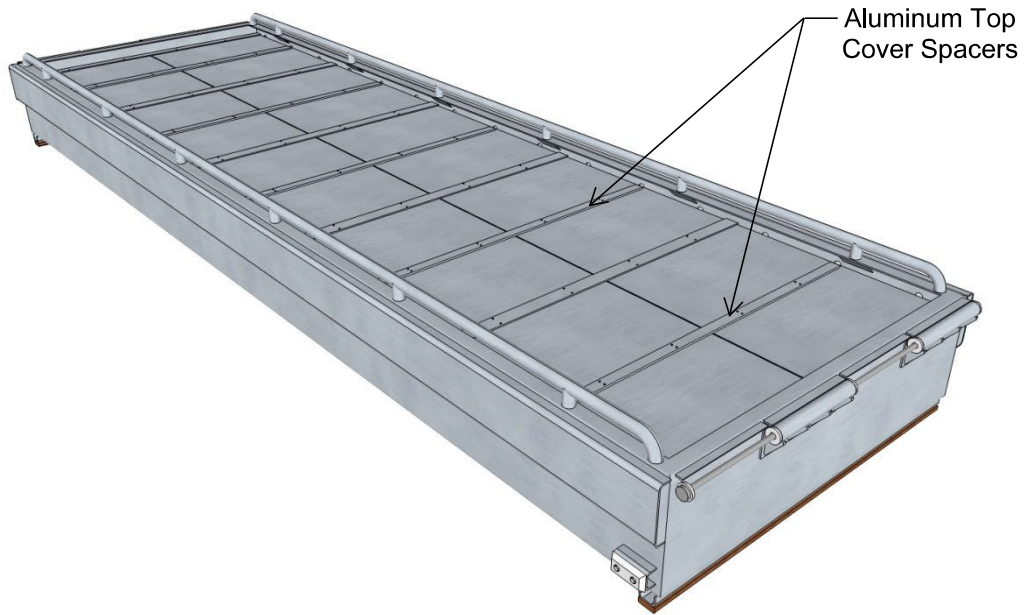
10 - ADD CONCRETE BALLAST



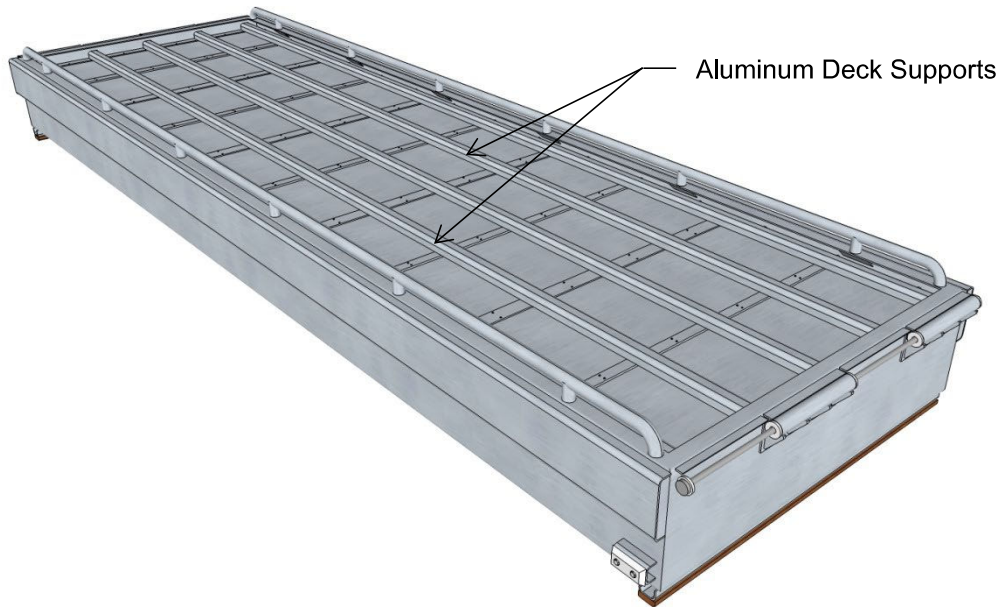
11 - ADD FOAM FLOATATION



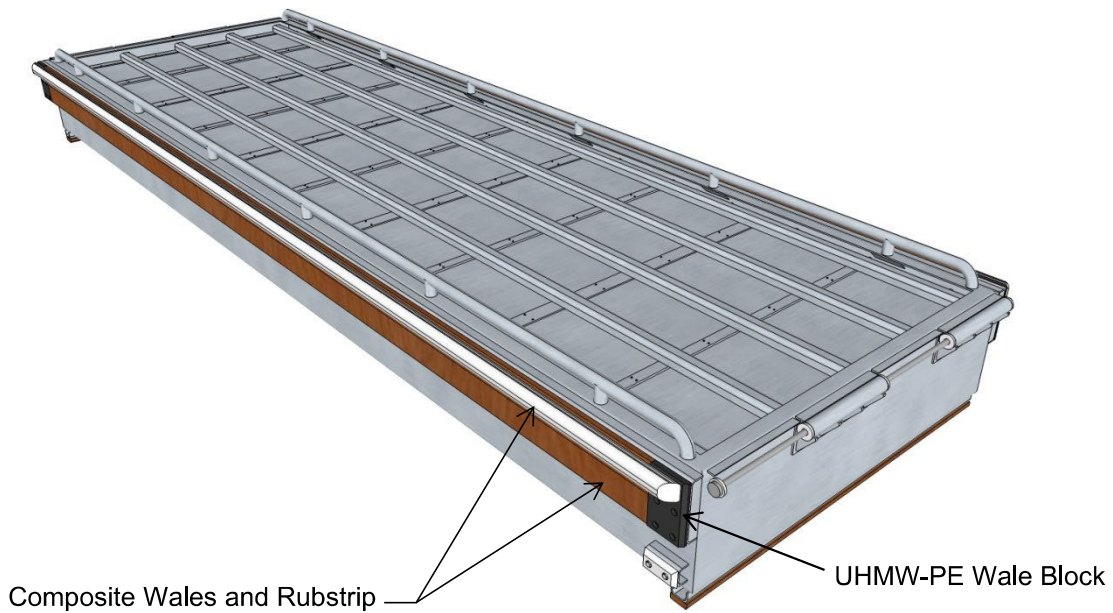
12 - ADD TOP COVERS



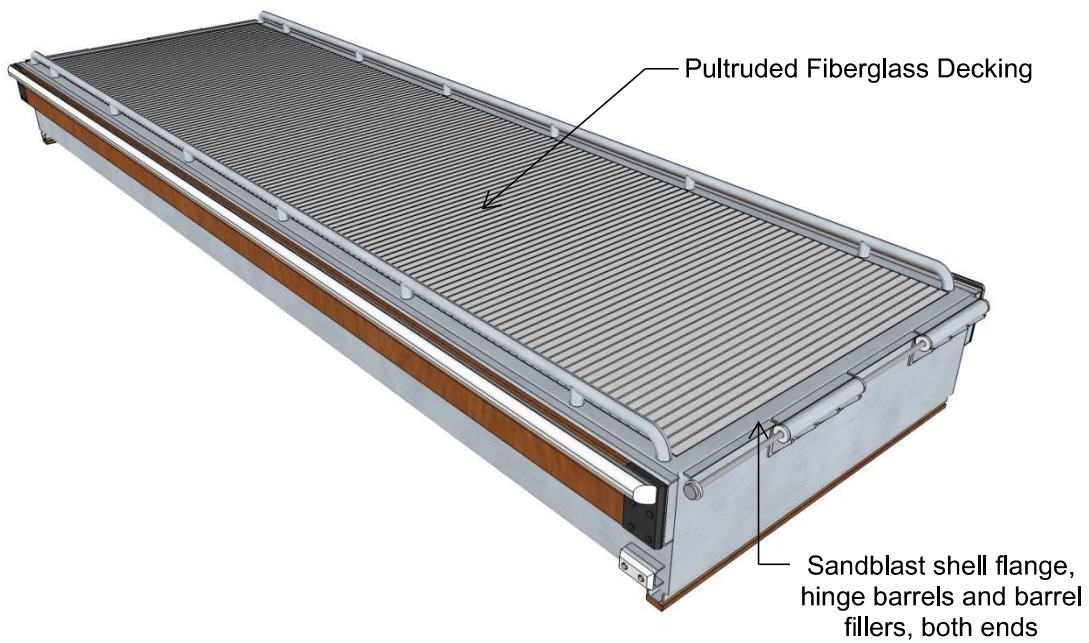
13 - ADD TOP COVER SPACERS



14 - ADD DECK SUPPORTS



15 - ADD WALES, WALE BLOCKS, & RUBSTRIPS



16 - ADD DECKING & SANDBLAST (COMPLETE)

END OF SECTION 05150