

# AGENDA

Warrenton Urban Renewal Agency

September 10, 2019 – 6:00 p.m.

Warrenton City Hall – Commission Chambers  
225 S. Main Ave.  
Warrenton, Or 97146

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT CALENDAR
  - A. Urban Renewal Agency Meeting Minutes – 7.23.19
4. BUSINESS
  - A. Consideration of Landscape Improvement Contract and Change Order
  - B. Consideration of Contract for SE 14<sup>th</sup> Waterline Project
5. ADJOURN

**Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.**

MINUTES  
 Warrenton Urban Renewal Agency  
 July 23, 2019  
 Warrenton City Hall - Commission Chambers  
 225 S. Main  
 Warrenton, Or 97146

Chair Balensifer convened the Urban Renewal Agency meeting at 6:03 p.m.

Commissioners Present: Chair Henry Balensifer, Rick Newton, Pam Ackley and Mark Baldwin  
Excused: Tom Dyer

Staff Present: Executive Director Linda Engbretson, Community Development Director Kevin Cronin, Public Works Operations Manager Kyle Sharpsteen, Library Site Manager Nettie Calog, Police Chief Mathew Workman, Fire Chief Tim Demers, and Secretary Dawne Shaw

CONSENT CALENDAR

A. Urban Renewal Agency Meeting Minutes – 6.25.19

**Commissioner Ackley made the motion to approve the Consent Calendar as presented. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

Community Development Director, Kevin Cronin, discussed the proposed URA plan and substantial amendment. Consultant, Scott VandenBos, gave a presentation. He explained the reason for the plan amendment, and the process of the plan amendment. He reviewed the projects and the next steps/schedule. Brief discussion followed.

**Commissioner Ackley made the motion to authorize the draft URA plan and report and initiate the formal adoption process as required by ORS 457. Motion was seconded and passed unanimously.**

**Baldwin – aye; Newton – aye; Balensifer – aye; Ackley – aye**

There being no further business Chair Balensifer adjourned the URA meeting at 6:13 p.m.

Respectfully submitted by Lindsay Duarte, Deputy City Recorder

APPROVED:



Henry A. Balensifer III, Chair

ATTEST:

Dawne Shaw, Secretary

DRAFT



## AGENDA MEMORANDUM

TO: Urban Renewal Agency  
FROM: Collin Stelzig, Public Works Director  
DATE: For the Meeting of September 10<sup>th</sup> 2019  
SUBJ: Landscape Improvements – Contract and Change Order

### SUMMARY:

We have met and discussed change orders for cost reduction for the Landscape Improvement project with project engineer Adam Daily and the bidder Big River Construction to negotiate options for moving this project forward.

Areas in cost reduction will include locally sourcing compost mulch mix; deleting landscape area scope outside enclosed sidewalk area, mob, flagging, traffic control, erosion control, irrigation, planting, pressure washing, plant care, and deleting pavers and borders to replace with concrete walk. The total for the original bid submitted by Big River Construction was \$484,576.75. Big River submitted a change order on September 3<sup>rd</sup> 2019 bringing the cost of the landscape project down to \$287,864.80.

Attached to this memo is the original bid document submitted by Big River, and the change order attached.

### RECOMMENDATION/SUGGESTED MOTION

"I move to approve the contract document and the change order for the Landscape Project.

ALTERNATIVE

- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

FISCAL IMPACT

Acceptance of this change order is a cost reduction from the original bid amount by \$196,713.95

Executive Director  
Approved by City Manager *J. Engelson*

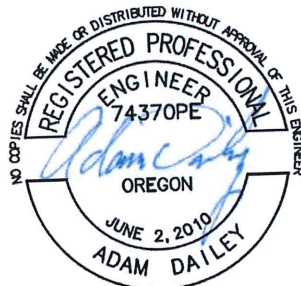
All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.



# CITY OF WARRENTON

## Warrenton Urban Renewal Landscape Improvements 2019

Contract Documents and Technical Specifications



RENEWAL DATE: DECEMBER 31, 2019

**OWNER:**

City of Warrenton  
Attn: Collin Stelzig  
225 S. Main Ave.  
Warrenton, OR 97146  
503-861-0917

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CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

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## **CONTRACT DOCUMENTS**



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**CITY OF WARRENTON  
INVITATION TO BID**

Sealed bids for the WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019 will be received by Collin Stelzig, PE, Public Works Director, for the Owner, CITY OF WARRENTON, at 225 S MAIN AVE. WARRENTON, OR 97146 until 2:00 p.m., Pacific Standard Time, on July 15, 2019 at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time. All bidders shall submit, in a separate, sealed envelope, within two working hours of the bid opening time, on the bid date, a completed First-Tier Subcontractor Disclosure Form in compliance with ORS 279C.370. No bids will be accepted after this time.

In general, the nature of the project consists of demolition of existing landscape features and replacement with new reconfigured landscape features. The work shall be accomplished in the spring of 2019.

In general the elements of work include, but are not limited to:

1. Demolition of existing features
2. Excavation of unclassified materials and debris
3. Construction of hard features including curbing and pavers
4. Installation of irrigation and electrical systems
5. Installation of landscaping including soils

Contract documents may be reviewed at the following locations:

225 S MAIN AVE. WARRENTON, OR 97146

Contract documents may be obtained from A.M. Engineering, LLC at 200 N Roosevelt Dr., Seaside, OR 97138, beginning June 24, 2019 upon payment of a non-refundable fee of \$60.00 per set. Please call 503-468-8600 with request for Contract Documents to ensure availability.

All bidders shall comply with the provisions of ORS 279C.800-870 [workers on public works to be paid not less than prevailing rate of wage for projects over \$50,000.00]. Contractors submitting bids are required to be registered with the Construction Contractor's Board.

Bid security in the amount of not less than 10% of the bid must accompany each bid in accordance with the Instructions to Bidders. The Owner reserves the right to 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 Owner that it is in the public interest to do so in accordance with ORS 279C.395. The Owner reserves the right to waive any bid irregularities or informalities.

No bidder may withdraw or modify the bidder's bid after the hour set for the opening thereof, until after the lapse of 30 days from the bid opening.

By Order of the  
**CITY OF WARRENTON**

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**CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019**

**INSTRUCTIONS TO BIDDERS**

**1. THE PROJECT:**

The work of this project will take place in Warrenton, Oregon and will consist of; demolition of existing features, construct curb, construct rock drainage, install storm sewer drain lines, install electrical conduit, install concrete pavers and concrete border, and install landscaping. The location of the project is at the intersection of S. Main Ave and N. Main Ave. and at the intersection of Highway 104 and S. Main Ave.

In general the elements of work include, but are not limited to:

- a. Demolition of existing asphalt, concrete, and miscellaneous features.
- b. Excavation of various fill material.
- c. Site Grading
- d. Installation of storm drainage including storm pipe and grated landscape inlets.
- e. Installation of standard curb.
- f. Installation of Landscape pavers with drain rock.
- g. Installation of landscaping soil and plants.
- h. 1-year plant care (Alternate Bid Item)

**2. CONTRACT DOCUMENTS:**

Contract Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, First-Tier Subcontractor Disclosure Form, Agreement, General Conditions to the Agreement, Supplemental General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Drawings, Oregon Standard Specifications for Construction 2018, and Special Specifications prepared or issued by A.M. Engineering, LLC, and all Addenda issued prior to and all Change Orders issued after execution of this Agreement.

**3. ADDENDA AND INTERPRETATIONS:**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing and either addressed or emailed to the Engineer, A.M. Engineering, LLC, P.O. Box 973, Seaside OR 97138. Please call 503-468-8600 to verify receipt. Requests to be given consideration must be received at least 4 days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered via messenger or facsimile transmission to all prospective bidders not later than 72 hours prior to the bid opening, at the respective addresses furnished for such purposes.

Failure of any bidder to receive any such addendum of interpretation shall not relieve such bidder from any obligation under the bidder's bid as submitted. All addenda so issued shall become part of the contract documents.

**4. TIME OF COMPLETION:**

**CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019**

The work to be performed under this contract shall be completed within 60 calendar days after the date of written Notice to Proceed by the Owner to the Contractor with such extensions of time as provided for in the General Conditions.

**5. QUALIFICATIONS OF BIDDER AND SUBCONTRACTOR:**

The Owner may make such investigations as deemed necessary to determine the ability of the bidder and subcontractors to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder and subcontractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. Contractors submitting bids are required to be registered with the Construction Contractor's Board. All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) are required to be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.035 before the Subcontractors commence work under the contract. Contractors or Subcontractors need not be licensed under ORS 468A.720 [asbestos abatement].

The Contractor and every Subcontractor shall each have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under section 2 (7) or (8) of Enrolled Senate Bill 477 (SB-477B) as enacted by the State Legislature in 2005.

**6. CONDITIONS OF WORK:**

Each bidder must investigate and be fully informed of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the bidder's obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the Contractor, in carrying out the Contractor's work, must employ such methods or means as will not cause any interruption of work.

**7. BIDDER'S REPRESENTATION:**

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve the bidder from any obligation in respect to the bidder's bid. Each bidder, by submitting a bid, represents that:

- a. The bidder has read and understands the Bidding Documents and the bidder's bid is made in accordance therewith.
- b. The bidder has inspected the site(s), has become familiarized with the site conditions under which the work is to be performed, and has correlated the bidder's observations with the requirements of the proposed Contract Documents.
- c. The bidder's bid is based upon the products, systems, and equipment described in the bidding documents without exception.

**8. PREBID MEETING:**

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There **will not** be a mandatory pre-bid conference for all bidders planning to submit a bid. If a mandatory pre-bid is designated to be held, it shall be held on <date>, 2019 starting at 2 p.m. in the conference room at the Commission Chambers at Warrenton City Hall. If held, this pre-bid conference is mandatory and any statements made by the Owner's representatives at the conference are not binding upon the Owner unless confirmed by written addendum. (OAR 137-049-0200(B)(i)(ii)(iii))

The attendee at a 'mandatory' Pre-Bid conference, if other than the Bidder, shall present written authorization to represent the Bidder at the pre-Bid conference, as defined in ORS 279A.010. Such individual(s) must be:

- (a) An authorized employee or officer of a Bidder that would be the primary contractor or equal partner upon award of the Contract; or
- (b) An agent of the Bidder authorized to represent that Bidder at the Pre-Bid Conference, if such Bidder would be the primary contractor or equal partner upon award of the Contract.

### 9. DISCLOSURE OF FIRST-TIER SUBCONTRACTORS:

In accordance with ORS 279C.370, each bidder must submit in a separate sealed envelope, a completed First-Tier Subcontractor Disclosure Form within two working hours after the date and time of the bid opening. The separate envelope must be clearly labeled "FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM" and shall be marked with the bidder's name, address and project title. The list shall identify any first-tier subcontractors that will be furnishing labor or furnishing labor and materials meeting the minimum amount specified in ORS 279C.370. A bidder shall submit the required disclosure form either with its bid submission or within two working hours after the date and time of the bid closing deadline.

Failure to submit a completed disclosure form in a separate sealed envelope by the disclosure deadline of two working hours after the bid opening time will result in a nonresponsive bid. A nonresponsive bid will not be considered by the Owner for award. The Owner will consider for contract award only those bids for which the required disclosure form has been submitted.

The bidder is specifically advised that any person, firm or party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. The Contractor shall notify the Owner in writing of all proposed changes in subcontractors prior to making any changes in subcontractors. No subcontractor doing work in excess of 5% of the total amount of the bid, but at least \$15,000, and who is not listed on the disclosure form shall be used without the written approval of the Owner.

#### **Instructions for First-Tier Subcontractor Disclosure Form**

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement project is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or furnishing labor and materials on the contract, if awarded, whose subcontract value would be greater than or equal to:

- (i) 5% of the total project bid, but at least \$15,000; or
- (ii) \$350,000 regardless of the percentage of the total project bid;

the bidder must disclose on the disclosure form and submit the following information about the first-tier subcontractors either with the bid submission or within two working hours after bid closing:

- 1) the subcontractor's name,
- 2) the dollar value of the subcontract, and
- 3) the category of work that the subcontractor would be performing.

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If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the disclosure form.

**10. PREPARATION OF BIDS:**

Bids shall be submitted on the attached Bid Form. All blanks must be appropriately filled in. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern. Bidders shall make no additional stipulations on the Bid Form nor qualify any bid in any manner. Only one copy of the Bid Form is required.

**11. BID SECURITY:**

Each bid must be accompanied by cash, a cashier's check, a certified check of the bidder, an irrevocable letter of credit issued by an institution as defined in ORS 279C.380, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such bid security will be returned to all except the three lowest bidders within 7 days after the opening of bids. The remaining bid security will be returned promptly after the Owner and the accepted bidder has executed the contract. If no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as the bidder has not been notified of the acceptance of the bidder's bid, the bid shall be returned. The bid security of the successful bidder will be retained until the Performance Bond and Payment Bond have been executed and approved, after which it will be returned.

**12. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**

The successful bidder, upon the bidder's failure or refusal to execute and deliver the contract and bonds required within 10 days after the bidder has received notice of the acceptance of the bidder's bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bidder's bid.

**13. SUBMISSION OF BIDS:**

Each bid must be submitted in a sealed envelope marked:

**"BID ENCLOSED"**

**WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019**

and bearing on the outside the name and address of the bidder. For mailed bids, this sealed envelope may be enclosed in a mailing envelope addressed to the Owner. Bids shall be submitted at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids (the bid closing deadline) will be returned unopened. Oral, telephonic, faxed, or telegraphic submissions of bids are invalid and will not receive consideration.

**14. MODIFICATION OR WITHDRAWAL OF BID:**

The Contractor may withdraw the Contractor's bid by submitting a written request to withdraw the bid prior to the time of the bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in an amount sufficient for the bid as modified or

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resubmitted. A bid may not be withdrawn, modified or canceled by the bidder for 30 days following the time and date designated for the receipt of bids. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. Per OAR-137-047-0440

**15. UNBALANCED BIDS:**

A materially unbalanced bid is defined as, "a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner."

A bid will be considered irregular and may be rejected if the Owner determines that any of the unit prices are significantly or materially unbalanced to the potential detriment of the Owner. The Owner will place specific emphasis on its review of bids that appear to be unbalanced, as it may be to the detriment of the Owner, and other bidders who choose not to unbalance their bids. If the Owner finds that a bid is a detriment to the Owner or not in the best interest of the public, the Owner will act by rejecting all such unbalanced bids.

**16. CONSIDERATION OF BIDS:**

The Owner shall have the right to reject any or all bids and to reject a bid not accompanied by the required Bid Security or data required by the Bidding Documents, or to reject a bid, which is in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any bid received and to accept the bid which, in its judgment, is in its own best interest. All work of this project will be awarded as a single general contract to one Contractor. Award will be made to the lowest responsible bidder. In determining the lowest responsible bidder, the Owner will, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any of the preference given to that bidder in the state in which the bidder resides. The Owner shall consider all bids immediately following the bid opening.

**17. SECURITY FOR FAITHFUL PERFORMANCE:**

Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

**18. POWER OF ATTORNEY:**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effective dated copy of their power of attorney.

**19. LAWS AND REGULATIONS:**

The bidder's attention is directed to the fact that all federal, state and local laws, ordinances, rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the same as though herein written out in full. All bidders shall comply with the provisions of ORS 279C.840 (Prevailing Wage Rates).

On federally funded projects, all bidders shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a). No bid will be considered by the Owner unless the bid contains a statement by the



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bidder that the provisions of ORS 279C.840 or 40 U.S.C. 276a are to be complied with. The public agency shall pay a fee to the Oregon Bureau of Labor and Industries (BOLI) in the amount of one-tenth of 1% of the contract price; however, there is a minimum fee of \$250 and a maximum fee of \$7,500.

20. EXECUTION OF CONTRACT:

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond, payment bond and required insurance within 10 calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the bidder to execute the Agreement, the Owner may at the Owner's option consider the bidder in default, in which case the Bid Security accompanying the bid shall become the property of the Owner. The Owner within 10 days of receipt of acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement and a written Notice to Proceed. Should the Owner not execute the Agreement and issue a written Notice to Proceed within such period, the bidder may by written notice withdraw the bidders signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10 day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

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BID FORM

BID OF Big River Construction, Inc (hereinafter called "Bidder"), organized and existing under the laws of the State Oregon, doing business as a corporation (Insert "a joint venture", "a corporation", "a partnership" or "an individual" as applicable.)

To CITY OF WARRENTON  
[hereinafter called "Owner"]:

1. The undersigned Bidder, in compliance with your invitation for bids, including the ADVERTISEMENT FOR BIDS and the INSTRUCTIONS TO BIDDERS, for

WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

having examined the plans and specifications with related documents and having examined the site of the project work, and being familiar with all the conditions pertaining to the construction of the project, hereby offers to furnish all labor, materials, equipment and supplies necessary to construct the project in accordance with the contract documents within the time set forth therein, and at the unit prices stated below. The prices are to cover all the costs connected with performing the work required under the contract documents, of which this bid is a part.

2. The Bidder submits the unit prices set forth herein as those at which the Bidder will perform the work involved. The extensions in the column headed "Total" are made for the sole purpose of facilitating comparison of bids and if there are any discrepancies between the unit prices and the total amounts shown, the unit prices shall govern.
3. The Bidder certifies, under penalty of perjury, by the submission of this bid, that all requirements of ORS 279C.838-840 (Prevailing Wage Rate Laws) will be complied with throughout the course of this contract. The Bidder further certifies, under penalty of perjury, that the Bidder is a resident bidder, as defined by ORS 279A.120 (1)(b), of the State of Oregon. The Bidder further certifies, under penalty of perjury, that the Bidder is, to the best of the Bidder's knowledge, not in violation of any tax laws described in ORS 305.380 (4).
4. The Bidder acknowledges receipt of the following Addenda numbered 1 through 3. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing date for receiving bids.
5. The Bidder agrees to comply with all the Federal, State and Local laws, ordinances, rules and regulations that are pertinent to construction contracts of this character even though such laws may not have been quoted or referred to in the contract documents.
6. Upon receipt of written Notice of Award, Bidder will execute the Agreement attached within 10 calendar days and deliver a Surety Bond or Bonds as required by the contract documents. The Bid Security accompanying this bid is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

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7. The Bidder agrees to commence work under this contract within **10** calendar days after issuance to the Bidder of written Notice to Proceed by the Engineer. The Bidder agrees to substantially complete the project on or before the dates or within the number of calendar days indicated in Article II of the Agreement, with such extensions of time as are provided in the General Conditions. The Bidder accepts the provisions of the Agreement regarding liquidated damages (Article III of the Agreement) in the event of failure to complete the work of the project on or before the dates or within the number of calendar days indicated in Article II of the Agreement, with such extensions of time as are provided in the General Conditions.
8. The Bidder declares that the only persons or parties interested in this bid are those named herein, that this bid is in all respects fair and without fraud, and that it is made without collusion with any other bidder and without collusion with any representatives of the Owner. The Bidder hereby represents that no employee of the Owner, or any partnership or corporation in which an employee of the Owner has an interest, has or will receive any remuneration of any description from the Bidder, either directly or indirectly, in connection, except as specifically declared in writing.
9. The Bidder will complete the work for the following prices in accordance with the Schedule of Contract Prices as follows:

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Schedule of Contract Prices

| Item  | Description   | Quantity | Units | Unit Cost<br>(figures only) | Total for<br>Item<br>(figures only) |
|---|---|----------|-------|-----------------------------|-------------------------------------|
| 1   | Mobilization  | 1        | LS    | 48,000.00                   | 48,000.00                           |
| 2   | Traffic Control   | 1        | LS    | 12,000.00                   | 12,000.00                           |
| 3   | Flagging  | 1        | LS    | 6,000.00                    | 6,000.00                            |
| 4   | Erosion Control   | 1        | LS    | 5,500.00                    | 5,500.00                            |
| 5   | General Excavation (In Place), Roadbed,<br>2.5' Depth                 | 127      | CY    | 58.00                       | 7,366.00                            |
| 6   | General Excavation (In Place), Existing<br>Landscape Area, 2.5' Depth | 1378     | CY    | 31.75                       | 43,751.50                           |
| 7   | General Excavation (In Place), Existing<br>Landscape Area 8" Depth    | 116      | CY    | 62.00                       | 7,192.00                            |
| 8   | Removal of Curb   | 102      | LF    | 15.50                       | 1,581.00                            |
| 9   | Asphalt Pavement Saw Cutting (Includes<br>Concrete)                   | 528      | LF    | 8.00                        | 4,224.00                            |
| 10  | General Excavation, Concrete  | 110      | SF    | 9.00                        | 990.00                              |
| 11  | Removal of Electric Vault   | 1        | LS    | 2,000.00                    | 2,000.00                            |
| 12  | Removal of Power Pole and Guy Wire                                    | 1        | LS    | 1,500.00                    | 1,500.00                            |
| 13  | Removal of Trees  | 1        | LS    | 6,000.00                    | 6,000.00                            |
| 14  | 4" PVC Pipe, Storm Pipe   | 137      | LF    | 85.00                       | 11,645.00                           |
| 15  | 4" PVC Pipe, Utility Conduit  | 60       | LF    | 52.00                       | 3,120.00                            |
| 16  | Irrigation System, Per Plan   | 1        | LS    | 16,500.00                   | 16,500.00                           |
| 17  | Electrical System, Per Plan   | 1        | LS    | 9,000.00                    | 9,000.00                            |
| 18  | Concrete Curb, Type C   | 85       | LF    | 51.00                       | 4,335.00                            |
| 19  | Concrete Curb, Paver Border   | 524      | LF    | 49.00                       | 25,676.00                           |
| 20  | Landscape Pavers, including geotextile,<br>base, and sand             | 522      | SY    | 202.00                      | 105,444.00                          |
| 21  | Compost Mulch, Dairy/Loam Mix (In<br>Place)                           | 1621     | CY    | 69.25                       | 112,254.25                          |
| 22  | Landscape Plantings   | 1        | LS    | 31,000.00                   | 31,000.00                           |
| 23  | Drainage Blanket, Curb Cut Drain Rock                                 | 1        | SY    | 750.00                      | 750.00                              |
| 24  | Drainage Blanket, Planter Border (In<br>Place)                        | 10       | CY    | 375.00                      | 3,750.00                            |
| 25  | Pressure Wash existing Concrete                                       | 1        | LS    | 7,500.00                    | 7,500.00                            |
| <b>COMPUTED TOTAL FOR BASE BID</b>                  |   |          |       |                             | <b>477,078.75</b>                   |
| 26  | Plant Establishment Care, 1 year<br>(Optional Bid Item)               | 1        | LS    | 7,500.00                    | 7,500.00                            |
| <b>COMPUTED TOTAL FOR BASE BID AND OPTIONAL BID</b> |   |          |       |                             | <b>484,578.75</b>                   |

CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

The following documents are attached to and made a condition of this bid:

- a. The required Bid Security enclosed with the Bid Form.
- b. The First-Tier Subcontractor Disclosure Form submitted in a separate envelope within two hours after the date and time of the bid opening.
- c. This Bid Form.

Respectfully Submitted,

Name of Firm Big River Construction, Inc

Address 35064 Hwy 101 Business  
Astoria, OR 97103


Federal Employer I.D. No. 93-1317009

State Employer I.D. No. 1123296-2

State C.C.B. Registration No. 147632


Telephone (503) 338-3878

FAX No. (503) 325-3119

By   
*(Signature)*

Name Mike Sarin  
*(Please Print)*

Title President

If Corporation, Attest   
*(Secretary of Corporation)*

Dated this 15 day of July, 2019

CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

BID BOND

We, Big River Construction, Inc., as "Principal,"  
(Name of Principal)

and Employers Mutual Casualty Company, an Iowa Corporation,  
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the CITY OF WARRENTON ("Obligee") the sum of (\$ 10% of Bid Amount)

Ten Percent (10%) of Bid Amount dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its bid to an agency of the Obligee in response to Obligee's project identified as:

WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019 which bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 (5) and the procurement document.

NOW, THEREFORE, if the bid submitted by Principal is accepted, and if a contract pursuant to the bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 8th day of July 2019.

PRINCIPAL: Big River Construction, Inc. SURETY: Employers Mutual Casualty Company

By [Signature] BY ATTORNEY-IN-FACT:  
Signature

President Tamara A. Ringeisen  
Official Capacity Name

Attest: [Signature]  
Corporation Secretary

[Signature]  
Signature

PO Box 3199  
Address

Greenwood Village CO 80155  
City State Zip  
503.467.7552 866.577.1326  
Phone Fax



P.O. Box 712 • Des Moines, Iowa 50306-0712

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**TAMARA A. RINGEISEN**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

#### Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

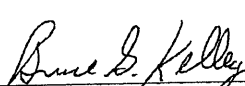
The authority hereby granted shall expire April 1st, 2021, unless sooner revoked.

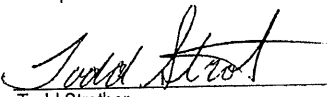
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

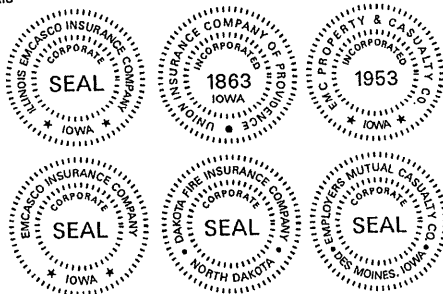
**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

  
 Bruce G. Kelley, CEO, Chairman of  
 Companies 2, 3, 4, 5 & 6; President  
 of Companies 1, 2 & 6; Treasurer of  
 Companies 1, 2, 3, 4 & 6

  
 Todd Strother  
 Vice President

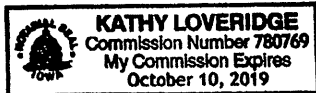
Seals



On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

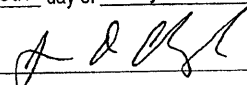
  
 Kathy Loveridge  
 Notary Public in and for the State of Iowa



### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of July, 2019.

  
 James D. Clough  
 Vice President

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CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
(OAR 137-049-0360)

**Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award**

**AGENCY SUPPLIED INFORMATION:**

PROJECT NAME:  
WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

BID #: \_\_\_\_\_  
 BID CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM PM  
 REQUIRED DISCLOSURE DEADLINE: Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM PM  
 Deliver Form To (Agency): City of Warrenton  
 Designated Recipient (Person): Collin Stelzig, PE, Public Works Director Phone #: 503-861-0917  
 Agency's Address: 45 SW 2nd Street Warrenton, OR 97146

**INSTRUCTIONS:**

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Category of Work add Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

**BIDDER DISCLOSURE:**

|    | SUBCONTRACTOR NAME | CATEGORY OF WORK | DOLLAR VALUE |
|----|--------------------|------------------|--------------|
| 1. | _____              | _____            | _____        |
| 2. | _____              | _____            | _____        |
| 3. | _____              | _____            | _____        |
| 4. | _____              | _____            | _____        |
| 5. | _____              | _____            | _____        |

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

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

Form Submitted By (Bidder Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

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CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between

**CITY OF WARRENTON**

hereinafter called the Owner, and \_\_\_\_\_, hereinafter called the "Contractor."

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

**ARTICLE I - Scope of the Work**

The Contractor hereby agrees to furnish all labor, materials, equipment and supplies necessary for the construction and completion of the project entitled

**WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019**

all in accordance with the requirements and provisions of the Contract Documents. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids
- b. Instructions to Bidders
- c. Bid Form
- d. Bid Bond
- e. First-Tier Subcontractor Disclosure Form
- f. Agreement
- g. General Conditions to the Agreement
- h. Performance Bond
- i. Payment Bond
- j. Notice of Award
- k. Notice to Proceed
- l. All Change Orders issued after execution of this Agreement
- m. Drawings prepared by CKI Land Surveying – Planning – Civil Engineering, numbered 1 to 5 and dated March 23, 2018.
- n. Drawings prepared by Beth Holland and City of Warrenton, numbered 1 to 6 and dated June 25, 2018.
- o. Specifications prepared or issued by A.M. Engineering, LLC, dated April 28, 2019.
- p. All Change Orders issued after execution of this Agreement
- q. Addenda:

No. \_\_\_\_\_, dated \_\_\_\_\_, 2019.

No. \_\_\_\_\_, dated \_\_\_\_\_, 2019.

No. \_\_\_\_\_, dated \_\_\_\_\_, 2019.

All of the above form the Contract, and all are as fully a part of the contract as if attached to this Agreement or repeated herein.

**ARTICLE II - Time of Completion**

The work to be performed under this contract shall be commenced within 10 calendar days after the date of written notice by the Owner to the Contractor to proceed. The written notice to proceed shall be issued within 10 days following receipt of the acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded. Substantial completion shall be achieved not later than 60 calendar days following the date of the written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

**ARTICLE III – Liquidated Damages**

The Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the work is not substantially complete within the time specified in Article II above, plus any extensions of time allowed in accordance with the General Conditions. The Owner and the Contractor also recognize that it would be impractical and extremely difficult to estimate, ascertain, or determine the actual damages suffered by the Owner if the work is not substantially complete on time. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay (but not as penalty), the Contractor shall pay the Owner for each day that expires after the time specified in Article II until the work is substantially complete as set forth in the General Conditions, an amount of \$250.00 per day.

**ARTICLE IV - Contract Sum**

The Owner will pay the Contractor for the performance of the contract the amounts determined for the total number of each of the units of work in the bid schedule completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment will be made for the actual number of units that are incorporated in, or made necessary by, the work covered by the Contract.

**ARTICLE V - Progress Payments**

1. On no later than the fourth calendar day of every month the Contractor shall prepare and submit to the Engineer a progress payment estimate filled out and signed by the Contractor. The estimate shall cover the total quantities under each item of work that have been completed from the start of the job up to and including the last day of the preceding month. The estimate shall include the value of the work so completed determined in accordance with such supporting evidence as may be required by the Owner and/or Engineer. The estimate shall also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work.
2. The Engineer will, within 5 days after receipt of each progress payment estimate, either indicate in writing the Engineer's approval of payment and present the progress payment estimate to the Owner, or return the progress payment estimate to the Contractor indicating in writing the Engineer's reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the progress payment estimate.
3. The Owner will, after deducting previous payments made, promptly pay to the Contractor 95% of the amount of the estimate as approved by the Engineer. The 5% retainage will be held by the Owner until the final completion of all work under the Contract. Money retained by the Owner under ORS 279C.570 (7) or OAR 137-049-0820 shall be:

CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

- a) Retained in a fund by the Owner and paid to the Contractor in accordance with ORS 279C.570; or
  - b) At the option of the Contractor, interest shall be paid to the Contractor automatically when payments become overdue in accordance with ORS 279C.570 (3) or ORS 279C.570 (4) and in a manner authorized by the Director of the Oregon Department of Administrative Services.
4. In accordance with ORS 279C.515, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with this public improvement contract as the claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.
  5. The Owner will, after deducting previous payments made, any payments made under ORS 279C.515 and the above-described retainage, promptly pay to the Contractor the amount of the estimate as approved by the Engineer. Progress payments shall not be considered acceptance or approval of any work or waiver of any defects therein. In accordance with ORS 279C.570, the Owner will pay to the Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall be charged and paid in accordance with ORS 279C.570.
  6. Notwithstanding ORS 279C.555 or 279C.570 (7), if a Contractor is required to file certified payroll statements under ORS 279C.845 the Owner shall retain (25%) percent of any amount earned by the Contractor on the public works until the Contractor has filed with the Owner certified payroll statements as required by ORS 279C.845. The Owner shall pay the Contractor the amount retained under this subsection within 14 days after the Contractor files the certified payroll statements as required by ORS 279C.845, regardless of whether a subcontractor has failed to file certified payroll statements as required by ORS 279C.845.
  7. Such progress payments shall be made under the terms and conditions governing final payment, except that progress payments shall not constitute a waiver of claims.

**ARTICLE VI - Acceptance and Final Payment**

1. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall within 7 days make such inspection. When the Engineer finds the work acceptable under the contract and contract fully performed, the Engineer will promptly issue a final certificate stating that the work required by this contract has been completed and is accepted by the Engineer and all regulatory approval agencies under the terms and conditions thereof. The entire balance found to be due the Contractor including the retained percentage, will be paid to the Contractor by the Owner within 30 days after the date of said final certificate.
2. Before final payment is due, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with work have been paid. In the case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated, in cases where such payment has not already been guaranteed by surety bond.

CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

3. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within 1 year after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
4. If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted.

**ARTICLE VII – General Conditions**

**GC-1 DEFINITIONS AND ABBREVIATIONS**

**1.1 DEFINITIONS:**

In these specifications and the contract, the following words or expressions shall be understood to have the meanings given below:

"Act of God" - Means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of intensity less than that recorded for the locality of the work shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from.

"Addenda" - Written or graphic instruments issued by the Engineer prior to the execution of the Agreement which modify or interpret the contract documents.

"Bidder" - Any individual, firm or corporation formally submitting a bid for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

"Bid" - The written offer of the bidder on the bid form furnished in the contract documents, that is required to be signed by the bidder, for the work contemplated.

"Bid Security" - The security to be furnished by the bidder as a guarantee of good faith to enter into a contract for the work contemplated if it be awarded to the bidder.

"Change Order" - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or an adjustment in the contract price or the contract time.

"Contract Price" - The total amount payable to the Contractor under the terms and provisions of the contract documents.

"Contract Time" - The number of calendar days stated in the contract documents allowed the Contractor to complete the Work.

"Contractor" - The individual, firm or corporation undertaking the execution of the work under the terms of the contract and acting directly or through the Contractor's agents or employees.

CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

"Engineer" - The firm of A.M. Engineering, LLC, or authorized personnel acting for the firm, the Engineer being the agent of the Owner.

"Field Order" - A written order effecting a change in the work but not involving an adjustment in the contract price or an extension of the contract time.

"Inspector" - The authorized representative of the Engineer or Owner assigned to observe the work or materials therefore.

"Notice of Award" - The written notice of the acceptance of the bid from the Owner to the successful bidder.

"Notice to Proceed" - The written notice given by the Owner to the Contractor authorizing the Contractor to proceed with the work and establishing the date of commencement of the work.

"Owner" - The Owner of the work, when it is completed as indicated in the official advertisement and named in the contract.

"Payment Bond" - The form of security approved by the Owner, furnished by the Contractor and the Contractor's surety guaranteeing the owner that subcontractors and suppliers will be paid the monies that they are due from the principal Contractor.

"Performance Bond" - The form of security approved by the Owner, furnished by the Contractor and the Contractor's surety guaranteeing the complete and faithful performance of all of the obligations and conditions placed upon the Contractor by the contract.

"Plans" - The maps, plans and drawings as listed and referred to in the "Contract Documents" together with any additional maps, plans, or drawings furnished by the Contractor if and when they are approved by the Engineer. This also includes any supplemental drawings furnished by the Engineer to the Contractor and also all approved shop drawings submitted by the Contractor and approved by the Engineer, all as provided elsewhere in these specifications or other contract documents.

"Public Works Bond" - The public works bond as required by Enrolled Senate Bill 477 (SB 477B) as enacted by the State Legislature in 2005, which shall be in addition to any other bond the Contractor or Subcontractor is required to obtain.

"Specifications" - The directions, requirements, explanations, terms and provisions pertaining to the various features of the work to be done, the manner and method of performance, and the manner and method of measurement and payment. The specifications include such directions, requirements and explanations as appear on the plans.

"Subcontractor" - Any individual, firm or corporation acting for or in behalf of the Contractor in the execution of all or any part of the contract. This does not include those working for hire or suppliers of material or equipment except that production of materials or supplies at the project site shall be deemed as being produced by a Subcontractor where such is not produced by the Contractor's own forces and equipment.

"Substantial Completion" - The date as certified by the Engineer when the work, or a specified part thereof, is sufficiently completed in accordance with the contract, so that the work or specified part can be utilized for the purposes for which it is intended.

## CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

"Supplemental Agreement" - Any written agreement or understanding entered into between the Contractor and the Owner to supplement or clarify, or alter the plans, specifications or contract, or to otherwise provide for unforeseen work, contingencies, alterations in plans, and other matters not contemplated by or adequately provided for in the plans and specifications.

"Surety" - The Company or Association which is bound with and for the Contractor for the acceptable performance of the contract and for the Contractor's payment of all obligations arising out of the contract. Where applying to the "Bid Security," it refers to the Company or Association that engages to be responsible for the bidder's execution of a satisfactory contract when and if the Contractor's bid is accepted by the Owner.

"Work" - Work shall be understood to mean the furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the project or the portion of the project involved and the carrying out of all the duties and obligations imposed by the contract.

"Work Area" - The area provided by the Owner for use in constructing the work covered by the contract, including the appurtenances thereto. The work area so designated may be either temporary or permanent.

"Written Notice" - A written communication delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered or sent by mail to the last business address known to the one who gives the notice. It shall be the duty of each party to advise the other parties to the contract as to any change in business address until completion of the contract.

### 1.2 ABBREVIATIONS:

Whenever the following abbreviations are used in these contract documents, they are to be construed the same as follows:

AASHTO - American Association of State Highway and Transportation Officials  
ACI - American Concrete Institute  
AGC - Associated General Contractors of America  
AISC - American Institute of Steel Construction  
AISI - American Iron and Steel Institute  
ANSI - American National Standards Institute  
APWA - American Public Works Association  
ASCE - American Society of Civil Engineers  
ASME - American Society of Mechanical Engineers  
ASTM - American Society for Testing and Materials  
AWPA - American Wood Preservers Association  
AWS - American Welding Society  
AWWA - American Water Works Association  
CRSI - Concrete Reinforcing Steel Institute  
DEQ - Department of Environmental Quality  
DFPA - Division for Product Approval of American Plywood Assoc.  
EPA - Environmental Protection Agency  
FHWA - Federal Highway Administration  
ITE - Institute of Traffic Engineers  
NEC - National Electrical Code



## CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

NEMA - National Electrical Manufacturer's Association  
NLMA - National Lumber Manufacturer's Association  
ORS - Oregon Revised Statutes  
OSHA - Occupational Safety and Health Administration  
ODOT - Oregon State Department of Transportation  
PCA - Portland Cement Association  
UBC - Uniform Building Code  
UL - Underwriter's Laboratories, Inc.  
WWPA - Western Wood Products Association

### GC-2 BID REQUIREMENTS

#### 2.1 INCLUSION OF BID IN CONTRACT:

The requirements and conditions of the Proposal including the Advertisement for Bids and Instructions to Bidders are hereby made part of this contract.

### GC-3 AWARD AND EXECUTION OF CONTRACT

#### 3.1 TIME RESERVED FOR AWARD OF CONTRACT AND PREPARATION OF CONTRACT DOCUMENTS:

The time of completion of the work contemplated by this contract shall not be vitiated by the fact that there will, of necessity, be a certain period of elapsed time between the date of receiving bids and the signing of the written instruments by all parties thereto. In specifying the dates for completion, it has been assumed that a period of not more than **30** days will elapse between the receiving of the bids and the submission to the Contractor of the written contract for the Contractor's execution. If the above period exceeds this amount, the bidder will be released from the Contractor's bid security unless by written notice to the Owner the Contractor has granted the Owner an extension of time for the official award of the contract.

#### 3.2 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

It is understood that the Contractor, before signing the contract, has made a careful examination of the plans, specifications, and contract; that the Contractor has become fully informed as to the quality and quantity of materials and the character of the work required; and that the Contractor has made a careful examination of the location and condition of the work and the sources of supply for any and all materials. The Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

#### 3.3 AMOUNT OF CONTRACT:

The amount of the contract shall be understood to be the total sum of the amounts computed from the prices of the items included in the contract or the lump sum as given in the bid form. Where prices are given on alternate items, only the amounts of the alternates accepted by the Owner will be included in the total.

#### 3.4 ESTIMATES OF QUANTITIES APPROXIMATE ONLY:

It is expressly agreed that the quantities shown in the bid form whether for a "Unit Price Contract" or in connection with a "Lump Sum Contract," given under the heading "Schedule of contract

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Prices" are approximate only and are not to be taken to be either representations or warranties. The Owner does not expressly nor by implication agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer, without extra or special compensation to the Contractor except as provided in Subsection 4.5.

### 3.5 PERFORMANCE BOND, PAYMENT BOND AND GUARANTEE:

The Contractor shall within **10** days from the date of notification by the Owner that the contract is ready for signature and before commencing work thereunder, furnish to the Owner and maintain in force during the continuance of this contract a Performance Bond and a separate Payment Bond satisfactory to the Owner and with such surety or sureties as the Owner may approve. The bonds shall be in the full amount of the contract price and shall be for the faithful performance of this contract in all respects, including but not limited to payments for materials, labor, etc., and no contract shall be binding until the said bonds are furnished and approved by the Owner. The Payment Bond shall be solely for the protection of claimants under ORS 279C.600. If said bonds are not so furnished within the **10** days herein specified, the contract may be immediately terminated by the Owner without any notice to the Contractor. No work may be commenced until the bonds have been approved by the Owner.

Whether or not there appears here or elsewhere herein specific reference to guarantees of all items of material, equipment, or workmanship they nevertheless shall be so guaranteed against mechanical, structural, or other defects for which the Contractor is responsible that may develop or become evident within a period of one year from and after acceptance of the work by the Owner. Such guarantees shall include care of backfilling of ditches or of structures should the fill settle to such extent as to require refilling or resurfacing roadway surfaces to restore the original or intended condition or grade. This guarantee shall be understood to imply prompt attention to any remedy of such defects as those mentioned above if and as they occur after the Contractor shall have written notice of their existence. If the defect, in the opinion of the Owner, is of such nature as to demand immediate repair, the Owner shall have the right to make them and the cost thereof shall be borne by the Contractor.

In accordance with ORS 279C.515, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with this public improvement contract as the claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.

In accordance with ORS 279C.600, a person claiming to have supplied labor or materials for the prosecution of the work of this contract, including any person having direct contractual relationship with the Contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the State Department of Employment Trust Fund or the Department of Revenue in connection with the performance of the contract, has a right of action on the Contractor's payment bond as provided for in ORS 279C.380 and 279C.400, only if (a) the person or the assignee of the

person has not been paid in full; and (b) the person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and to the contacting agency (the Owner).



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To support the above guarantee the Contractor's performance bond shall remain in full force and effect for one year following the acceptance of the project by the Owner. The bond shall be executed by a surety company authorized to do business within the State and it shall be subject to the approval of the attorney for the Owner.

In addition to the above requirements, the Contractor shall make the Contractor's own determinations as to the amount of the bond which will be required by any corporation or agency granting a permit for work to be done under these plans and specifications. Such bonds shall be in addition to that required by the Owner as indicated above.

### 3.6 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT:

The Contractor agrees not to assign, sell, convey, dispose of, or transfer rights, nor delegate duties under this Contract, or otherwise dispose of the contract or the Contractor's right, title, or interest therein, or the Contractor's power to execute such Contract, either in whole or in part, to any other person, firm, or corporation, or to subcontract any part of the work without the previous written consent of the Owner. In this connection, it is to be understood that the Owner will not approve of the subcontracting of more than 75% of the work to be done under the contract.

It is understood and agreed that, if any part of the work to be done under the contract is subcontracted, the subcontracting shall be done in accordance ORS 279C.580. In addition, the Contractor shall be bound by the following provisions:

- The Contractor shall submit a list of all First-Tier Subcontractors to the Owner in accordance with the Instructions to Bidders. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. The Contractor shall notify the Owner of all proposed changes in subcontractors prior to making any changes in subcontractors.
- All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be conducted and performed in accordance with the terms of the main contract. All subcontracts shall include a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under section 2 (7) or (8) of Enrolled Senate Bill 477 (SB-477B) as enacted by the State Legislature in 2005. Upon request, certified copies of any or all subcontracts shall be furnished to the Engineer.

Notwithstanding ORS 279C.555 or 279C.570 (7), the Contractor shall retain (25%) percent of any amount earned by a first-tier Subcontractor on the public works until the Subcontractor has filed with the Owner certified payroll statements as required by ORS 279C.845. The Contractor shall pay the first-tier Subcontractor the amount retained under this subsection within 14 days after the Subcontractor files the certified payroll statements as required by ORS 279C.845.

- In case the work being done or to be done under any subcontract is not conducted in a manner satisfactory to the Engineer, the Contractor shall, upon written notice to this effect, cause such subcontract to be terminated and the Subcontractor and the Subcontractor's employees to be removed from the work. Any loss or damage that may be suffered on account of such action shall be borne by the Contractor. The Contractor agrees that the Contractor is as fully responsible to the Owner for the acts and omissions of the Contractor's Subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of the Contractor's own employees. Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the Owner.

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- Insofar as is practicable, the Contractor shall make payment for subcontract work in the same units and on the same basis of measurement as apply under the main contract. The Owner will not be responsible for loss resulting from the Contractor's failure to do so. In making payments to Subcontractors, the Contractor shall protect against the possibility of overpayment, and the Contractor shall assume such losses as may result from overpayment.
- The subcontracting of any or all of the work to be done will in no way relieve the Contractor of any part of the Contractor's responsibility under the contract. The Contractor shall have on the work at all times a qualified and capable superintendent whose duty shall be to direct and coordinate the operations of the Subcontractors and to see that the orders of the Engineer are carried out promptly and intelligently. Failure of the Contractor to control the work of the Subcontractors to the satisfaction of the Engineer will result in the issuance of orders requiring the cancellation of the Subcontractors and the removal of the Subcontractors from the work.
- All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) are required to be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the Subcontractors commence work under the contract.

### 3.7 EXECUTION OF CONTRACT:

Within **10** days after the date the bidder receives notification of award of contract as evidenced by receipt from the Owner of properly prepared contract documents, the bidder to whom award is made shall execute and return the contract in the required number of copies, and shall furnish a performance bond, payment bond and other required bonds and insurance satisfactory to the Owner.

## **GC-4 SCOPE OF WORK**

### 4.1 INTENT OF THE PLANS AND SPECIFICATIONS AND CONTRACT:

The true intent of the plans and specifications and contract is to provide for the execution and completion in every detail of the project or work. Except as otherwise specifically provided, the Contractor shall furnish all labor, tools, implements, machinery, supplies, materials, and incidentals, and shall do all things necessary to perform and to complete, according to the specifications and plans, the work to be done under the contract.

### 4.2 DEVIATION FROM THE PLANS:

No deviation from the plans or the approved working and/or shop drawings is permissible except on written order of the Engineer.

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### 4.3 INTERPRETATION OF CONTRACT, SPECIFICATIONS AND PLANS:

In cases of conflict in the terms, requirements and provisions as set out by the contract, the specifications or the plans, such conflict shall be reconciled by the acceptance of the following order of precedence for the various contract documents; (1) the Agreement bearing the signature of the Owner and the Contractor; (2) the written Bid Form of the Contractor; (3) Special Specifications; (4) Oregon Standard Specifications for Construction 2018; (5) the Plans, including notes written thereon; and (6) Instructions to Bidders.

The apparent silence of the specifications and plans as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to prevail and that only approved material and workmanship of first quality are to be used.

The Contractor shall take no advantage of any errors or omissions in the specifications and plans or of any discrepancies in or between same; but where such errors, omissions or discrepancies occur, the Contractor will be governed by the apparent intent of the specifications and plans and by orders of the Engineer. Work performed by the Contractor as a result of an error or omission in the plans and specifications when such error or omission is not called to the attention of the Engineer shall be at the Contractor's risk.

### 4.4 PLANS, SHOP AND SUPPLEMENTAL DRAWINGS:

The Contractor will be supplied with 4 sets of specifications and prints of the plans prepared by the Engineer showing the project in detail. The Contractor may obtain any additional prints required from the Engineer by compensating the Engineer for the cost of printing involved.

Figured dimensions on the drawings shall be used in preference to scaling the drawings. Where the work of the Contractor is affected by finish dimension, these shall be determined by the Contractor at the site, and the Contractor shall assume responsibility therefore.

General drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated will be included in the plans; but the Contractor shall submit to the Engineer for review and approval such additional shop details, settings, schedules and such other supplemental drawings as may be required for the construction of any part of the work, and prior to the review and approval of such plans any work done or material ordered shall be at the Contractor's risk. All shop and supplemental drawings shall be made in such a manner that clear and legible reproductions can be made from them. Any drawings submitted for review which are, in the Engineer's opinion, carelessly prepared, erroneous or unchecked, will be returned to the Contractor for redrawing and checking; and after such redrawing and checking shall be resubmitted to the Engineer.

Shop drawings for mechanical equipment and other structures or equipment shall consist of such detailed plans as may be reasonably required for the successful prosecution of the work and which are not included in the plans furnished by the Engineer. These may include plans for false work, bracing, centering and form work, masonry layout diagrams, bending diagrams for metal reinforcement, shop details for precast concrete items, and installation drawings or instructions.

It is expressly understood that the review by the Engineer of supplemental drawings or shop drawings submitted by the Contractor or the Contractor's agents will not relieve the Contractor from responsibility for errors in details, dimensions, or quantity or strength of such materials. Material

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improperly fabricated shall be replaced or modified at the Contractor's expense.

The Contractor shall submit, with such promptness as to cause no delay in the Contractor's own work or in that of any other Contractor, 3 copies of each shop drawing or setting drawing and schedule required for the work of the various trades. The Engineer will check and return 2 copies of such drawings and schedules only for conformance with the design concept of the project and compliance with the information given in the contract documents. The Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with 2 corrected copies. If requested by the Engineer, the Contractor shall furnish additional copies as requested. Regardless of corrections made in or approval given to the drawings by the Engineer, the Contractor shall be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the Engineer in writing of any deviations at the time the Contractor furnishes such drawings.

The contract bid prices shall include the cost of furnishing all shop and installation drawings and the Contractor will be allowed no extra compensation for such drawings.

The Contractor shall keep one copy of all drawings (including shop drawings) and specifications on the work, in good order, available to the Engineer and to the Engineer's representatives at the construction site

### 4.5 INCREASED OR DECREASED QUANTITIES:

The right is reserved by the Owner, without impairing the contract, to make such increases and decreases in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall have no claim for damages or for anticipated profits on account of any portion of the work that may be reduced or deleted. Deletion of entire items generally shall be made when the contract is executed but in case the Contractor shall have performed some work on account of any item which is subsequently deleted, the Contractor shall be paid therefore on the basis of extra work.

### 4.6 CHANGES IN WORK:

#### 4.6.01 Changes Requested by the Contractor:

Changes in specified methods of construction may be made at the Contractor's request when approved in writing by the Engineer. Changes in the plans and specifications, requested in writing by the Contractor, which do not materially affect the work and which are not detrimental to the work or to the interests of the Owner, may be granted by the Engineer.

Payment will be made per Section GC-9 MEASUREMENT AND PAYMENT, of this contract.

#### 4.6.02 Changes Initiated by the Owner:

The Owner may change the plans, specifications, character of the work, or quantity of work. Change orders shall be in writing and state the dollar value of the change or establish method of payment, any adjustments in contract time and, when negotiated prices are involved, shall provide for the Contractor's signature indicating acceptance. Payment for all work will be made per Section GC-9 **MEASUREMENT AND PAYMENT**, of this contract.

4.7 CHANGED CONDITIONS:

The Contractor shall notify the Engineer in writing of the following work site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed:

- a. Subsurface or latent physical conditions differing materially from those represented in the contract; and
- b. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed.

The Engineer will promptly investigate conditions of which notified or any conditions discovered by the Engineer which appear to be changed conditions. If it is determined that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the work, a written change order will be issued by the Engineer adjusting the compensation for such portion of the work. If the Engineer determines that conditions of which notified by the Contractor do not justify an adjustment in compensation, the Contractor will be so advised in writing. Should the Contractor disagree with such determination, a notice of potential claim may be submitted to the Engineer.

4.8 EXTRA WORK:

Upon the written Extra Work Order of the Engineer, the Contractor shall perform such additional or extra work that may or may not be included under or covered by contract prices, as may be necessary for the satisfactory completion of the project. If the work is of a kind for which a specification is given herein, it shall be performed in accordance with that specification subject to such supplemental or additional specifications, plans and instructions as the Engineer may issue. If the work is of a kind not covered by a specification given herein, it shall be performed in accordance with accepted practice for the class of work intended and in accordance with such plans as may be issued by the Engineer.

The Owner shall have the option of paying for additional or extra work at the stipulated unit prices or stipulated lump sum prices given in the bid form or on a force account or cost plus basis described in these specifications. Payment for extra work will be made only when the work involved has been authorized by the Engineer, in writing prior to performance of the work.

4.9 CLAIMS FOR EXTRA COMPENSATION:

In any case where the Contractor deems extra compensation is due the Contractor for work or materials not clearly covered in the contract or not ordered by the Engineer as an extra as defined herein, the Contractor shall in writing notify the Engineer of the Contractor's intention to make claim for such compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper records and reports by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for extra compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. In case the claim is found to be just, it shall be allowed and paid for under a supplemental agreement to be entered into between the parties to the contract.

4.10 RECORDS:



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The Contractor shall furnish the Engineer every reasonable record and report necessary for obtaining such information as the Engineer may desire respecting the nature and quality of the materials used or to be used and the progress and manner of the work.

The Contractor shall maintain records in such a manner as to provide a clear distinction between the direct cost of extra work paid for on the force account basis and the costs of other operations performed in connection with the contract. The Contractor shall furnish to the Engineer daily reports in duplicate of the extra work to be paid for on a force account basis. The reports shall itemize the materials used and shall set forth the direct cost of labor and the charges for equipment rental whether furnished by the Contractor, or Subcontractor. The reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked together with the size, type and identification number of equipment and hours of equipment operation.

Material charges shall be submitted by vendors' invoices. Such invoices shall be submitted with the reports; or, if not available, they shall be submitted with subsequent reports. In the event said vendors' invoices are not submitted within 15 days after acceptance of the work, the Owner reserves the right to establish the cost of such materials at the lowest current price at which said materials are available in the appropriate quantities delivered to the location of the work.

All reports shall be signed by the Contractor or an authorized representative.

The Engineer will compare records with the reports furnished by the Contractor, make any necessary adjustments and then compile the costs of extra work paid for on a force account basis on forms furnished by the Owner. When these extra work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed.

### GC-5 CONTROL OF THE WORK

#### 5.1 AUTHORITY OF THE ENGINEER:

To prevent misunderstandings, disputes and litigation it is expressly understood and hereby agreed to by all of the parties to the contract, including the surety, that the Engineer will, in all cases, determine any and all questions which may arise concerning the quality, quantity and acceptability of materials furnished and work performed; the manner and rate of progress of the performance of all work; the interpretation of plans and specification; and the amounts and classifications of the several kinds of work and materials; and the Engineer's estimates and decisions in these matters will be final, binding, and conclusive upon all parties to the contract.

The Engineer will be the Owner's representative during the construction period and will observe the work in progress on behalf of the Owner; that said work will not be considered completed until approved by the Engineer and accepted by the Owner; that the Contractor shall at all times carry out and fulfill the instructions and directions of the Engineer insofar as the work to be performed under the contract is concerned; and that in the event the Contractor fails to carry out and fulfill such instructions and directions, the Owner may refuse to make any partial or final payments to the Contractor so long as such instructions and directions are not complied with. All communication between the Owner and the Contractor shall be through the Engineer.

In case of the termination of the employment of the Engineer, the Owner shall appoint a capable and reputable Professional Engineer whose status under the contract shall be that of the former



Engineer.

5.2 AUTHORITY AND DUTIES OF INSPECTORS:

Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. It is the duty of the inspector to report to the Engineer as to the progress of the work and the manner in which it is being performed, also to report whenever it appears that the material furnished or the work performed by the Contractor fails to fulfill the requirements of the plans and specifications, and to call to the attention of the Contractor any such failure.

In case of any dispute arising between the Contractor and the Inspector as to materials furnished or manner of performing the work, the Inspector shall have authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the plans and specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the plans and specifications.

The Contractor's responsibility for work performed under this contract shall in no way be relieved because of the presence or absence of an Inspector. No work shall be deemed acceptable by reason of the presence of an Inspector.

5.3 INSPECTION:

The Engineer or the Engineer's representatives shall be allowed access to all parts of the work at all times and shall be furnished with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. The Contractor shall cut and replace with new materials, at the Contractor's own expense, such samples as are customarily required for testing purposes. If the Engineer requests it, the Contractor shall, at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or the making good of the parts removed shall be paid for as "Extra Work," but should the work so exposed or examined prove unacceptable, the uncovering or removing, and replacing of the covering and the making good of the parts removed, shall be at the Contractor's expense.

5.4 RESPONSIBILITY OF THE CONTRACTOR:

The Contractor shall do all the work and furnish all labor, materials, equipment, tools and machines necessary for the performance and completion of the project in accordance with the contract documents within the specified time.

Material and construction details of plants, forms, shoring, false work and other structures built by the Contractor but not a part of the permanent project shall meet the approval of the Engineer, but such approval shall not relieve the Contractor from responsibility for their safety and sufficiency.

The Contractor shall be responsible for all expense involved in making any required changes in the plans or specifications to accommodate a substitution approved by the Engineer for the convenience of the Contractor or to circumvent an unforeseen difficulty in obtaining a specified article.

The Contractor shall assume all responsibility for the work. As between the Contractor and the

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Owner, the Contractor shall bear all losses and damages directly or indirectly resulting to the Contractor, to the Owner or to others on account of the character of performance of the work, unforeseen difficulties, accidents or any other cause whatsoever.

The Contractor shall indemnify and hold harmless the Owner, its officers, employees, and agents (including the Engineer) from all loss, claims, demands, suits, including costs and attorney's fees, or actions of every name and description brought for or on account of any damage, injury, loss, expense, inconvenience, or delay received or sustained, or claimed to be received or sustained by any person or persons, which damage, injury, loss, expense, inconvenience or delay may have been caused by or may have resulted from the performance of the work to be done under the contract, or from any act, omission, or neglect of the Contractor, the Contractor's Subcontractors, or their employees, provided however that the Owner shall promptly call to the attention of the Contractor any claim, demand, action or suit filed with the Owner for any such injury or damage and should suit or action be commenced against the Owner to recover any such claim or damage, the Owner shall, before time for answer expires or before default has been entered, furnish the Contractor and/or the Contractor's surety with a copy of the complaint.

5.5 NOTICE TO CONTRACTORS:

Any written notice to the Contractor which may be required by law or by the provisions of the specifications may be served on said Contractor or the Contractor's representative, either personally or by mailing to the address given in the contract or by leaving the same at said address.

5.6 NOTICE BY CONTRACTORS:

Wherever in the specifications the Contractor is required to notify the Engineer concerning the progress of the work, or concerning any complaint which the Contractor may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the Engineer or the Engineer's representative in person, or mailed to the office of the Engineer at the address given in the official "Advertisement for Bids."

5.7 UTILITIES AND EXISTING IMPROVEMENTS:

In accordance with ORS 757.557, Contractor shall, prior to performing any excavation, notify appropriate utility organization and comply with provisions stated in referenced statute.

Any information shown as to the location of existing water courses, drains, sewer lines or utility lines which cross or are adjacent to the project, has been compiled from the best available sources, but is not guaranteed to be accurate.

The Contractor shall provide for the flow of sewers, drains or water courses interrupted during the progress of the work, and shall restore such drains or water courses as approved by the Engineer. The Contractor shall make excavations and borings ahead of work as necessary, to determine the exact location of utilities or underground structures. Ordinarily, utility companies responsible for facilities located within the work area will be required to complete any installation, relocation, repair, or replacement prior to the commencement of work by the Contractor. However, when this is not feasible or practicable or the need for such work was not foreseen, such utility Owners or the Owner shall have the right to enter upon the work area and upon any structure therein for the purpose of making new installations, changes or repairs. The Contractor shall conduct operations so as to provide the time needed for such work to be accomplished during the progress of the improvement.

The Contractor shall be responsible for all costs for the repair of damage to the contract work or to

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any utility, previously known or disclosed during the work, as may be caused by operations. The Contractor shall maintain in place utilities now shown on the drawing to be relocated or altered by others and shall maintain utilities which are relocated by others in their relocated positions in order to avoid interference with structures which cross the project work. All costs for such work shall be included in the prices bid for the various items of work.

### 5.8 SURVEY SERVICE:

Construction stakes will be provided as required by the Contractor for accurate construction of the project. Contractor shall provide **5** days advanced written notice of staking needs.

### 5.9 PROTECTION OF SURVEY MARKERS:

5.9.01 Permanent Survey Markers - The Contractor shall not disturb permanent survey monuments, stakes, or bench marks without the consent of the Engineer, and shall notify the Engineer and bear the expense of replacing any that may be disturbed without permission. Replacement shall be done by a registered land surveyor at no expense to the Owner.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the monument cover shall be adjusted to the new grade.

5.9.02 Lines and Grades - The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness during construction. If any construction survey stakes are lost or disturbed, and in the judgment of the Engineer need to be replaced, such replacement shall be by the Engineer at no expense to the Owner. The cost of replacement shall be charged against, and shall be deducted from, the payment for the work.

### 5.10 USE OF LIGHT, POWER AND WATER:

The Contractor shall furnish temporary light, power and water complete with connecting piping, wiring, lamps and similar equipment necessary for the work as approved. The Contractor shall install, maintain and remove temporary lines upon completion of work. The Contractor shall obtain all permits and bear all costs in connection with temporary services and facilities at no expense to the Owner.

### 5.11 VERBAL AGREEMENTS:

No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Owner.

5.12 UNAUTHORIZED AND DEFECTIVE WORK:

Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or of any other cause found to exist during construction or within one year after final acceptance shall be removed immediately and replaced by work and materials which shall conform to the specifications, or shall be remedied otherwise in an acceptable manner authorized by the Engineer. These provisions shall have full effect regardless of the fact that the defective work may have been done or the defective materials used with the full knowledge of the Inspector. The fact that the Inspector in charge may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

Work done contrary to or regardless of the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein provided or any extra work done without written authorization, will be considered as unauthorized and will not be paid for by the Owner. Work so done may be ordered removed or replaced at the Contractor's expense.

5.13 CLEANUP:

From time to time as the work progresses and immediately after completion of the work, the Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within 24 hours after directed, the work may be done by the Owner and the cost thereof be deducted from any payment due the Contractor.

After all other work embraced in the contract is completed and before final acceptance of the project, the entire work area and easement area including the roadbed, planting, sidewalk, shoulders, driveways, alley and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross Sections shown and as specified.

As a condition precedent to final acceptance of the project, the Contractor shall remove all equipment and temporary structures, and all rubbish, waste and generally clean up the work area and premises to conform substantially to conditions as they existed before the commencement of work.

5.14 FINAL TRIMMING OF WORK:

The work to be done under the contract shall include such repair work as may be necessary to overcome such deterioration as may occur on some portions of the work while other portions of the work are being performed. The project shall be in a neatly trimmed and well finished condition throughout at the time of completion and acceptance.

5.15 FINAL CLEAN UP:

Upon completion of the work and before acceptance and final payment shall be made, the Contractor shall clean up the work area and all properties on which the Contractor has operated in the construction of the project, including removing or burning all discarded materials, rubbish and debris. The Contractor shall tear down, remove or burn all construction plant structures erected by or for the Contractor, or by or for the Contractor's Subcontractors or employees on the work area or on property controlled by the Owner. The Contractor shall do all things necessary to put the whole of the work area and such other property controlled by the Owner as the Contractor may occupy in a neat clean and orderly condition.

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### 5.16 FINAL INSPECTION:

At such time as all construction work on the project is complete and all extra work bills, forms and documents required under the contract are submitted, the Contractor shall so notify the Engineer in writing. The Engineer will make an inspection of the project and project records within 15 days of receiving said notice. If, at such inspection, all construction provided for and ordered under the contract is found completed and satisfactory and all certificates, bills, forms and documents have been properly submitted, such inspection shall constitute the final inspection.

If any work in whole or in part is found unsatisfactory, or it is found that all certificates, bills, forms, and documents have not been properly submitted, the Engineer will give the Contractor the necessary instructions as to replacement of material and performance or re-performance of construction work necessary and prerequisite to satisfactory final completion of construction work and will give the Contractor the necessary instructions for submission of bills, forms and documents, and the Contractor forthwith shall comply with and execute such instructions. At such time as such instructions are complied with and executed, the Contractor shall so notify the Engineer in writing. The Engineer will make another inspection within 15 days after such notice and this inspection shall constitute the final inspection, if all requirements of the instructions have been met to the satisfaction of the Engineer.

If the instructions are not completed to the satisfaction of the Engineer, additional instructions will be issued by the Engineer and the process will be repeated until the Engineer is satisfied all requirements are complied with. The inspection, when the Engineer is satisfied all requirements have been met, will be considered the final inspection.

### 5.17 OWNERSHIP AND USE OF DOCUMENTS:

All documents, or other material submitted to the City by Contractor shall become the sole and exclusive property of the City. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Law."

## **GC-6 CONTROL OF MATERIALS AND EQUIPMENT**

### 6.1 TRADE NAMES, APPROVED EQUALS OR SUBSTITUTIONS:

In order to establish standards of quality, the Engineer may have, in the special specifications referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers. The words "approved equal" shall be considered following all such listings regardless of whether or not they so appear. The Contractor shall furnish to the Engineer the complete list of proposed desired substitution in sufficient time prior to their use to give the Engineer adequate time for the Engineer's review, together with such Engineering and catalog data as the Engineer may require. Failure on the part of the Contractor to supply data to the Engineer prior to ordering or using such alternate material or equipment shall not relieve the Contractor of furnishing acceptable material or equipment as required by the Engineer.

The Contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by individual trades or material suppliers. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute materials shall

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be used unless approved in writing.

Only materials conforming with the specified requirements and approved by the Engineer shall be used in the work. Before the delivery of any material to be used in the work is commenced, the Contractor shall have advised the Engineer as to the source from which the material is to be obtained, shall have furnished such samples as may be required for testing purposes, and shall have received the Engineer's approval of the use of that particular material. The approval of any source of supply by the Engineer will not imply that all material from that source will be approved, and should material from an approved source fail to maintain a quality meeting the requirements of the specifications, use of material from that source shall be discontinued, and the Contractor shall furnish approved material from other sources. Regardless of the source, any material delivered upon the project which fails to meet the requirements will be rejected, and only material meeting all requirements will be allowed to be incorporated in the work. Any material or item incorporated in the work which does not meet requirements of the contract documents, even though it be installed with the consent and/or in the presence of an Inspector, shall be removed and approved material shall be used in its place and all costs for removal and installation of approved material shall be at the Contractor's expense.

Material which after approval has, for any reason, become unsuitable for use, shall be rejected and not used.

The contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or approved equal items.

### 6.2 TESTS OF MATERIALS:

All tests of materials shall be made in accordance with approved methods as described and designated in the specifications. When tests of materials are required, such tests shall be made by a testing laboratory approved by the Engineer and at the expense of the Owner. The Contractor shall afford such facilities as may be required for collecting and forwarding samples and shall hold the materials represented by the samples until tests have been made and the materials found equal to the requirements of the specifications or to approved samples. The Contractor in all cases shall furnish the required samples without charge.

In the absence of any definite specification or reference to a specification in the Oregon Standard Specifications for Construction 2018 or in the special specifications for the particular project involved, it shall be understood that such materials and tests shall meet the specifications and requirements of ASTM. Unless otherwise specified, all tests of materials shall be made in accordance with the methods prescribed by ASTM.

Wherever in the specifications a particular specification of ASTM is referred to by number, it shall be understood that such reference shall include all amendments and additions thereto adopted by ASTM prior to the award of the contract.

Upon completion of laboratory testing of materials as specified above, the results of the tests made therein shall be used as a basis for acceptance or rejection, in accordance with the specifications for the particular material.

### 6.3 STORAGE OF MATERIALS:

Materials shall be stored in such manner as to insure the preservation of their quality and fitness for use. When considered necessary to protect materials against dampness, or to keep them clean and



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free from dust, dirt or other detrimental matter, suitable sheds, platforms and covers shall be provided. Materials shall be stored in such a manner as to facilitate inspection.

### 6.4 DEFECTIVE MATERIALS:

All materials not conforming to the requirements of the specifications shall be considered as defective. No defective material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to remove, repair or replace defective material when so ordered by the Engineer, the Owner shall have authority to remove, repair or replace such defective material and to deduct all costs so incurred from any monies due or to become due the Contractor. Defective material not permitted for use shall be immediately removed from the site or disposed of as directed by the Engineer.

### 6.5 ORDERING MATERIALS:

The Contractor is cautioned against placing orders for full quantities of materials until the work has advanced to a state permitting the determination of the exact quantities required. Estimates of quantities of materials furnished by the Engineer are understood to be approximate only, and, unless otherwise specified, the Owner will in no way be responsible for any materials in excess of actual requirements. Neither will the Owner be responsible for any increased costs of extra expense the Contractor may have to bear on account of materials or work not being ordered at some earlier date.

### 6.6 MATERIALS FURNISHED BY THE OWNER:

Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, the Contractor shall notify the Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be f.o.b. the nearest freight station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss damage after receipt of material at the point of delivery.

### 6.7 MANUFACTURER'S DIRECTIONS:

Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

### 6.8 EQUIPMENT APPROVAL DATA:

The Contractor shall furnish 3 copies of complete catalog data for the manufactured items of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type as requested by the Engineer.

This submission shall be compiled by the Contractor and approved by the Engineer before any of the equipment is ordered.

Each data sheet or catalog in the submission shall be indexed according to specifications section and paragraph for easy reference.

After written approval, this submission shall become a part of the contract, and may not be deviated

from except upon written approval of the Engineer.

Catalog data for equipment approved by the Engineer shall not in any case supersede the contract documents. The approval of the Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and secured the Engineer's written approval, nor shall it relieve the Contractor from responsibility for errors of any sort in the items submitted. The Contractor shall check and approve the work described by the catalog data with the contract documents for deviations and errors prior to submission to the Engineer for approval. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. The Contractor shall make necessary field measurements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the work required by the different arrangement of connections.

Upon approval of the equipment by the Engineer, the Contractor shall furnish six copies of catalog data of all process equipment or components thereof together with operating and maintenance instructions.

#### 6.9 GUARANTEE PERIOD:

The Contractor shall warrant all materials and equipment furnished by the Contractor for a period of one year from date of final acceptance of the work by the Owner unless a different time is stipulated for specific items. This warranty shall mean prompt attention to the correction and/or complete replacement of the faulty material or equipment.

### **GC-7 LEGAL RELATIONS AND RESPONSIBILITIES**

#### 7.1 LAWS AND REGULATIONS:

The Contractor at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner, its officers, employees, and agents (including the Engineer) against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders or decrees, whether such violations be by the Contractor, the Contractor's Subcontractors or their employees. All provisions of ORS 279C.500 – 279C.580 (construction contracts) are incorporated herein.

7.1.01 Working Conditions - In accordance with ORS 279C.540, no person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and a half pay:

For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or

For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and

For work performed on Saturday and on any legal holiday specified in ORS 279C.540.



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The Contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.

Any worker employed by the Contractor shall be foreclosed from the right to collect any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the contractor has:

- (1) Caused a circular clearly printed in bold-face 12-point type and containing a copy of ORS 279C.545 to be posted in a prominent place alongside the door of the timekeeper's office or similar place which is readily available and freely visible to any or all workers employed on the work.
- (2) Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

7.1.02 Environmental and Natural Resources Laws – In conformance with ORS 279C.525, the attention of the Contractor is called to statutes, ordinances or regulations of the federal government, the State of Oregon and local agencies dealing with the prevention of environmental pollution of water and air and the preservation of natural resources that affect the performance of the contract. The Contractor shall carry out the Contractor's operations in conformity with the applicable sections of federal, state and local statutes, ordinances and all regulations that are adopted pursuant thereto. If the Contractor is delayed or must undertake additional work by reason of the enactment of new or the amendment of existing statutes, ordinances or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the Owner shall grant a time extension and issue a change order setting forth the additional work that must be undertaken. The change order shall not invalidate the contract and there shall be, in addition to a reasonable extension of the contract time, a reasonable adjustment in the contract price to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of such delay or additional work.

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

Federal Agencies

Department of Agriculture

Forest Service  
Natural Resources Conservation Service

Department of the Interior

Bureau of Land Management

Department of Defense

Army Corps of Engineers

Bureau of Reclamation

U. S. Geological Survey

U.S. Fish and Wildlife Service

Department of Energy

Federal Energy Regulatory Commission  
Environmental Protection Agency

Department of Labor

Occupation Safety and Health Review  
Commission

Health and Human Services Department

Department of Housing and Urban  
Development

Water Resources Council

Oregon State Agencies

Department of Agriculture

Soil and Water Conservation Commission

Department of Energy

Department of Environmental Quality

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Department of Fish and Wildlife

Division of State Lands

Water Resources Department

Local Agencies

City Councils

Board of County Commissioners

7.1.03 Sanitary Provisions - The Contractor shall observe all rules and regulations of the State and local health officials, and shall take such precautions as are necessary to avoid creating conditions which are not sanitary. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for use of the Contractor's employees as may be necessary to comply with the requirements of public health officials. The Contractor shall permit no public nuisance at any place over which the Contractor has control.

7.1.04 Prevailing Wage Rate Law - The Contractor shall conform with provisions of ORS 279C.830 relating to payment of prevailing wage rates as established by the State Labor Commissioner. The January 1, 2019 Prevailing Wage Rates, and any addenda issued to Prevailing wage rates for Public Contracts in Oregon shall be used for this project. A copy of the Prevailing Wage Rates can be obtained from the Oregon Bureau of Labor and Industries located at:

800 NE Oregon Street, Suite 1045

Portland, OR 97232

or via their website at [www.oregon.gov/BOLI](http://www.oregon.gov/BOLI)

7.1.05 Public Works Bond - The Contractor and every Subcontractor shall each have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under section 2 (7) or (8) of Enrolled Senate Bill 477 (SB-477B) as enacted by the State Legislature in 2005.

7.1.06 Medical Care Payment Law - In accordance with ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

7.1.07 Drug Testing Program - In accordance with ORS 279C.505 (2), the Contractor shall demonstrate to the satisfaction of the Owner, that an employee drug-testing program is in place. The Contractor may attach hereto a written description of the Contractor's drug testing program, or a copy of the adopted drug-testing program, to comply with this condition.

7.1.08 Salvage or Recycle of Construction and Demolition Debris - In accordance with ORS 279C.510 (1), the Contractor shall salvage or recycle construction and demolition debris, if feasible or cost-effective.

7.1.09 Salvage or Recycle of Lawn and Landscaping Maintenance - In accordance with ORS 279C.510 (2), the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

7.2 PERMITS AND LICENSES:

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The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. Such fees shall be included in the basic contract price. **Exception: ODOT right of way permits will be obtained by the City prior to contract award.**

### 7.3 PATENTED DEVICES, MATERIALS, AND PROCESSES:

The Contractor assumes the responsibility of defending any and all suits or actions brought for the infringement of any patent claimed to be infringed by any material, device, plan, method or process to be incorporated in the work and/or required to be used in connection with the work to be done under the contract, including all attorney's fees and court costs, and the Contractor shall indemnify and save harmless the Owner, its officers, employees, and agents (including the Engineer) from all claims of and suits or Sections for infringements of patents.

### 7.4 USE OF PREMISES:

The Contractor shall confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's worker's to limits indicated by the contract Documents, ordinances, permits, or directions of the Engineer and shall not unreasonably encumber the premises with the Contractor's materials.

The Contractor shall not load or permit any part of a structure which the Contractor is constructing under this contract to be loaded with a weight that will endanger its safety, nor shall the Contractor use any such structure for any purpose without the approval of the Engineer.

### 7.5 COOPERATION WITH OTHER CONTRACTORS:

The Contractor shall conduct the Contractor's operations so as to interfere as little as possible with those of other Contractors or Subcontractors on or near the work. It is expressly understood that the Owner has the right and may award other contracts in connection with the work so long as it does not interfere with the work under this contract.

Where one Contractor's operations are within the limits or adjoin the operations of another Contractor, each shall be responsible to the other for any damage, injury, loss, or expense which may be suffered on account of interference of operations, neglect or failure to finish work at the proper time, or of any other cause.

### 7.6 LABOR AND EQUIPMENT:

The Contractor shall employ only competent and efficient laborers, mechanics, or artisans; and whenever, in the opinion of the Engineer, any employee is or becomes unsatisfactory for the work assigned to the employee the Contractor shall, upon request of the Engineer, remove that employee from the work and not employ that employee again upon it.

The methods, equipment and appliances used and the quantity and quality of the personnel employed on the work shall be such as will produce a satisfactory quality of work and shall be adequate to complete the contract within the time limit specified.

Only efficient and competent laborers and foremen shall be employed on force account work, and only tools and equipment in good condition and suitable for the work shall be used. The Engineer shall have authority to dismiss from force account work any laborer or foreman whose efficiency is, in the opinion of the Engineer, below that of the average of the Contractor's forces, and to refuse to allow the use of tools and equipment which, in the opinion of the Engineer, are not suitable for the work. Laborers and foremen dismissed and/or tools and equipment rejected shall be replaced by the Contractor to the satisfaction of the Engineer.

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The Contractor shall be an independent Contractor for all purposes and shall be entitled to no compensation other than the compensation provided under **Article IV** of this contract.

The Contractor acknowledges that for all purposes related to the Contract, the Contractor is and shall be deemed to be an independent Contractor and not an employee of the Owner, shall not be entitled to benefits of any kind to which an employee of the Owner is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that the Contractor is found by a court of law or an administrative agency to be an entitled employee of the Owner for any purposes, the Owner shall be entitled to repayment of any amounts from Contractor under the terms of the Contract; to the full extent of any benefits or other remuneration the Contractor receives (from the Owner or third party) as a result of said finding and to the full extent of any payments that the Owner is required to make (to the Contractor or to the third party) as a result of said finding.

### 7.7 PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall conduct the project with proper regard for the safety and convenience of the public. When the project involves use of public ways, the Contractor shall provide Flaggers when directed and install and maintain means of free access to all fire hydrants, warehouses, and other property. Private roadways shall be closed only with approval of the Engineer or specific permission of the tenant. The Contractor shall not interfere with normal operation of vehicles unless otherwise authorized.

The Contractor shall not obstruct or interfere with travel over any public street without approval. Where detours are necessary, they shall be maintained with good surface and shall be clearly marked. The Contractor shall provide open trenches and excavations with adequate barricades of an approved type which can be seen from a reasonable distance. At night, the Contractor shall mark all open work and obstructions by lights. The Contractor shall install and maintain all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges and facilities. The Contractor shall observe all safety instructions received from the Engineer or governmental authorities, but following of such instructions shall not relieve the Contractor from the responsibility or liability for accidents to workers or damage or injury to person or property. The Contractor shall not work before 7:00 a.m. or after 6:00 p.m. without written permission of the Engineer.

Emergency traffic such as police, fire and disaster units shall be provided reasonable access to the work area at all times. The Contractor shall be liable for any damages which may result from failure to provide such reasonable access or failure to notify the appropriate authority.

### 7.8 BARRICADES, WARNING SIGNS, AND FLAGGERS:

The Contractor shall at the Contractor's expense and without further or other order provide, erect and maintain at all times during the progress or temporary suspension of the work suitable barricades, fences, signs, or other adequate warnings or protection, and shall provide, keep and maintain such danger lights, signals, and Flaggers as may be necessary or as may be ordered by the Engineer to insure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights which shall be suitably distributed across the roadway and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be suitably painted to increase their visibility at night.

Failure of the Engineer to notify the Contractor to maintain barriers, lights, signals, or Flaggers shall not relieve the Contractor from this responsibility.

If Flaggers are necessary for the purpose of protection and safety to traffic, such Flaggers shall be furnished at the Contractor's expense.

The signs to be furnished and used by the Contractor in directing, controlling and safeguarding traffic shall

conform with the standard sign designs in use by the ODOT.

The Contractor's responsibility for the safeguarding of traffic as specified above shall cease when the work included in the contract is accepted as complete.

7.9 SAFEGUARDING OF EXCAVATIONS:

The Contractor shall provide such safeguards and protections around and in the vicinity of the excavations the Contractor makes as may be necessary to prevent and avoid the occurrence of damage, loss, injury and death to property and persons because of such excavations. Liability for any such damage, loss, injury or death shall rest with the Contractor. The Contractor's responsibility for safeguarding and protecting and the Contractor's liability for damage, loss, injury or death shall cease when all work to be done under the contract is completed and accepted by the Owner.

7.10 USE OF EXPLOSIVES:

In the use and storage of explosives, the Contractor shall use every precaution to prevent injury to persons and damage to property. Secure storage places shall be provided and all such places shall be clearly marked with warning signs. Only persons experienced in the handling of explosives shall be allowed to use them on the work, and no shot shall be put off until warning has been sounded and all persons within the radius of danger removed. In the handling and storage of explosives, the Contractor shall comply with all Federal, State and local laws, and the Owner and Engineer will in no way be responsible for any noncompliance therewith or for damages to property or injury to persons resulting from accidental or premature explosions.

When explosives are used, particularly in proximity to buildings or other structures, care shall be taken to protect the surroundings from injury by the explosion, the resultant concussion or by flying rocks or debris. The quantities of explosives and the manner of their use shall be such that adjacent property shall not be damaged. In case the vicinity of the work is accessible to the general public, the Contractor shall, before any shots are fired, post workers about the work in various directions to warn all persons of the danger existing and to prevent the public from approaching closer than safety will permit.

7.11 PERSONAL SAFETY:

The Contractor shall be responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Safety provisions shall conform to the applicable federal, state, county and local laws, ordinances and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

The Contractor shall maintain at the office or other well-known place at the job site, all articles necessary for giving first aid to the injured and establish the procedure for the immediate removal to a hospital or a doctor's care of employees and other persons who may be injured on the job site.

The duty of the Engineer to conduct construction reviews of the Contractor's performance is not intended to include a review of the adequacy of the Contractor's safety measures in, on or near the construction site.

All accidents causing death or serious injuries or damages shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, giving full details and statements of witnesses.

If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

7.12 PROTECTION OF WORK AND PROPERTIES:

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The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and these contract documents.

At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, water, gas, other pipeline and power companies, or are adjacent to other property, damage to which might result in material expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for

the protection of the interests of the Owner, as well as any interest that a third party may have therein, have been made.

In an emergency affecting the safety of life or of the work or of adjoining property the Contractor, without special instruction or authorization from the Engineer or Owner, is hereby permitted to act, at the Contractor's discretion, to prevent such threatened loss or injury, and the Contractor shall so act, without appeal, if so instructed and authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement.

### 7.13 RESTORATION OF DAMAGED PROPERTY:

All damage and injury to property that may be caused by or that may result from the carrying out of the work to be done under the contract, or from any act, omission or neglect of the Contractor, the Contractor's Subcontractors, or their employees, shall promptly be made good by the Contractor either by the repairing, rebuilding, or replacing of the property damaged, or in some other manner satisfactory to the Owner of such property. In case of failure on the part of the Contractor to promptly and satisfactorily make good such damage or injury, the Owner may, without notice to the Contractor, proceed to repair, rebuild, or replace such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the contract.

In applying the provisions above stated, the repairing, rebuilding or replacing of damaged property shall be understood to include the providing of any temporary facilities that may be needed to maintain normal service until the required repairing, rebuilding or replacing is accomplished.

### 7.14 RESPONSIBILITY FOR DAMAGES:

The Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by or that may result from any act, omission, or neglect of the Contractor, the Contractor's Subcontractors, or their employees in the performance of the work to be done under this contract.

The Contractor shall indemnify and hold harmless the Owner, its officers, employees, and agents (including the Engineer) from all loss, claims, demands, suits, including costs and attorney's fees, or actions of every name and description brought for or on account of any damage, injury, loss, expense, inconvenience, or delay received or sustained, or claimed to be received or sustained by any person or persons, which damage, injury, loss, expense, inconvenience or delay may have been caused by or may have resulted from the performance of the work to be done under the contract, or from any act, omission, or neglect of the Contractor, the Contractor's Subcontractors, or their employees, provided however that the Owner shall promptly call to the attention of the Contractor any claim, demand, action or suit filed with the Owner for any such injury or damage and should suit or action be commenced against the Owner to recover any such claim or damage, the Owner shall, before time for answer expires or before default has been entered, furnish the Contractor and/or the Contractor's surety with a copy of the complaint.



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The Owner, its officers, employees, and agents (including the Engineer), will not in any manner be answerable or accountable for any loss or damage resulting to the said work, or any part thereof, or to any of the equipment, materials or other things used or employed in prosecuting or completing said work, during its progress from any cause whatsoever, but all such loss or damage shall be solely at the Contractor's risk until it has been finally accepted by the Owner.

### 7.15 TRESPASS:

The Contractor will be solely responsible for any trespass upon adjacent property or injury thereto, resulting from or in connection with the Contractor's operations. The Contractor will be liable for any claims that may be made on account of trespass or the deposit of debris of any kind upon private property.

### 7.16 CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until final acceptance of the contract, the Contractor shall be held responsible for any injury or damage to the work or to any part thereof by the action of the elements, or from any cause whatsoever, and the Contractor shall make good at the Contractor's own expense all injuries or damages to any portion of the work before its completion and final acceptance.

### 7.17 NO WAIVER OF LEGAL RIGHTS:

The Owner shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, and payment in accordance therewith, from recovering from the Contractor and the Contractor's sureties such damages as the Owner may sustain by reason of the Contractor's failure to comply with the terms of the contract. Neither the acceptance by the Owner, or by any representative or agent of the Owner, nor any payment for nor acceptance of the whole of any part of the work, nor any extension of time, nor any possession taken by the Owner shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be waiver of any other subsequent breach.

### 7.18 INSURANCE:

7.18.01 General - The Contractor shall not commence work until the Contractor has obtained all insurance required under this Section or until the Contractor has satisfied the Owner in this respect; nor shall the Contractor allow any Subcontractor to commence work until the Subcontractor also has obtained similar insurance which is applicable to the Subcontractor's work. The Contractor shall maintain such insurance throughout the life of this contract, including the guarantee and maintenance period, and will hold the Owner and the Owner's agents harmless and shall indemnify the Owner for any losses arising out of the Contractor's operations, including any contingent liability arising therefrom.

7.18.02 Contractor - The Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the work and Contractor's other obligations under the contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable.

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- a. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- d. Claims for damages insured by personal injury liability coverage which are sustained
  1. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
  2. by any other person for any other reason.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

7.18.03 - The Contractor shall purchase and maintain, at the Contractor's own expense during the contract time, Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract Documents, whether such operations be by the Contractor or by any Subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor employed by the Contractor. The Owner and the Engineer shall be named as an additional insured on the liability policy. Insurance shall be written with a limit of liability of not less than \$500,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damages sustained by 2 or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damage sustained by 2 or more persons in any one accident. Vehicular liability limits shall be not less than \$500,000.00 for any one person and not less than \$1,000,000.00 aggregate for each occurrence.

The Contractor shall either (a) require each of the Contractor's Subcontractors to procure and to maintain during the life of the Subcontractor's subcontract, Subcontractor's Public Liability and Property Damage and Vehicular Liability of the type and in the same amounts specified in the preceding paragraph, or (b) insure the activities of the Contractor's Subcontractors in the Contractor's own policy.

7.18.04 Public Liability Insurance - Public Liability Insurance shall indemnify the Contractor and the Contractor's Subcontractors against loss from liability imposed by law upon, or assumed under contract by the Contractor or the Contractor's Subcontractors for damages on account of such bodily injury and property damage. Such insurance shall be provided on a comprehensive liability policy form written by underwriters through an agency satisfactory to the Owner; covering bodily injury and broad form occurrence property damage, owned and non-owned vehicles and equipment, Contractor's protective coverage and blanket contractual liability. Such liability insurance shall not exclude explosion, collapse, underground excavation or removal of lateral support. The Owner and the Engineer shall be named as an additional insured on the liability policy, but only in respect to the Contractor's operations. Whenever the performance of any portion of the work involves the use of watercraft, comprehensive insurance shall include watercraft exposure with appropriate endorsements for the Jones Act with Federal longshoremen and harbor workers' coverage.

7.18.05 Industrial Accident or Worker's Compensation Insurance - The Contractor shall purchase and maintain, at the Contractor's own expense, during the contract time, Industrial Accident or Workmen's Compensation Insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project. The Contractor shall comply with the provisions of



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ORS 279C.530 and the laws of the State of Oregon, ORS 656.017. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance and to comply with ORS 656.017, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

7.18.06 Property Insurance – The Contractor shall purchase "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire and extended coverage, earthquake, flood, explosion, hail, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke the results of faulty workmanship, during the contract time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

7.18.07 Certificates of Insurance - Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least 30 days prior written notice has been given to the Owner.

### 7.19 PAYMENT OF OBLIGATIONS:

The Contractor shall promptly make full payment for labor, material, supplies and provisions, at such times as they become due and payable, to all persons supplying said Contractor or the Contractor's Subcontractor with labor, services, materials, supplies or provisions for the prosecution of the work provided for in the contract. The Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner for or on account of any labor, services, material, supplies or provisions furnished.

The Contractor and Subcontractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any Subcontractors incurred in the performance of the Contract. The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 279C.505.

In accordance with ORS 279C.515 (1), in the event that said Contractor fails, neglects, or refuses to make prompt and full payment of any claim for labor, services, materials, supplies or provisions furnished by any person in connection with the contract as said claim becomes due, whether said labor, services, materials, supplies or provisions to be performed or furnished for said Contractor or for the Contractor's Subcontractor, then, and in such event the proper public officer or officers representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contractor's contract.

In accordance with ORS 279C.515 (2), if the Contractor or a First-Tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a Contractor, the Contractor or First-Tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(3)(A) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or First-Tier Subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

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In accordance with ORS 279C.515(3), if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580(5).

In accordance with ORS 279C.515 (4), the payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

### 7.20 SUIT OR ACTION:

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

## GC-8 PROSECUTION AND PROGRESS

### 8.1 PROSECUTION OF WORK:

The work to be done under the contract shall not be commenced until the contract, performance bond and payment bond have been executed by the Contractor and the Contractor's surety and delivered to the Owner and until written notice to proceed has been received by the Contractor.

Performance of the work to be done under the contract shall be commenced within the stipulated time limit, unless later commencement of the work is authorized by the Engineer. From the time of commencement of the work to the time of completion, the work shall be prosecuted as vigorously and as continually as weather conditions will permit and always in accordance with a schedule which will insure completion within the specified time limit, due allowances being made for possible unfavorable conditions, interference, breakdowns, and other causes of delay. There shall be no voluntary shutdown or slowing of operations without prior approval of the Engineer.

If it appears to the Engineer that the rate of progress being made is not such as it will insure the completion of the work within the specified time limit, it shall be within the authority of the Owner, upon notification by the Engineer, to require the Contractor to provide additional equipment and men and to take such other steps as may be necessary to insure completion as specified.

### 8.2 LIMITATIONS OF OPERATIONS:

Operations on the various units or portions of the work shall be begun at the times and locations approved by the Engineer and shall be prosecuted between such limits as the Engineer may establish. No part of the work shall be undertaken without the approval of the Engineer, and no work shall be carried on contrary to the Engineer's instructions.

In case of a dispute arising between two or more Contractors engaged on the same work as to the respective rights of each under the specifications, the Engineer shall determine the matters at issue and shall define the respective rights of the various interests involved, in order to secure the completion of all parts of the work in general harmony and with satisfactory results, and the Engineer's decision shall be final and binding on all parties concerned.

### 8.3 CONTRACTOR TO HAVE REPRESENTATIVE ON WORK:

The Contractor shall designate in writing before starting work an authorized representative, who shall have complete authority to represent and to act for the Contractor in the Contractor's absence from the work site,

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in all directions given to the authorized representative by the Engineer. The Contractor or the authorized representative shall give efficient supervision to the work, using the best skill and personal attention to the prosecution of the work, and shall be present on the site continually during its progress. The authorized representative shall have full authority to execute the orders or directions of the Engineer without delay and to supply promptly such materials, tools, plant, equipment, and labor as may be required, regardless of whether or not the work is to be performed by the Contractor's own forces or those of a Subcontractor. The fact that an approved Subcontractor is performing any portion of the work shall not relieve the Contractor of this requirement.

### 8.4 TEMPORARY SUSPENSION OF THE WORK:

The Engineer shall have authority to suspend the work wholly or in part for such period or periods as the Engineer may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the contract.

If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and the Contractor shall take every precaution to prevent damage or deterioration of the work performed, provide suitable drainage, et cetera, and erect temporary structures where necessary. The Contractor shall not suspend the work without written approval from the Engineer. In all cases of suspension of construction operations, the work shall not again be resumed until permitted by order of the Engineer.

The Contractor will be responsible for all damage to the work that may occur during suspensions of work the same as though the damage had occurred while the work was in progress.

### 8.5 PROTECTION OF WORK DURING SUSPENSION:

If it should become necessary, because of the lateness of the season or any other reason, to stop the work, then the Contractor shall open proper drainage ditches, erect temporary structures where necessary; prepare the work so there will be minimum interference with traffic, if the work is on a public right-of-way; and take every precaution to prevent any damage or unreasonable deterioration of the work during the time the work is closed. If upon reopening the work, it is found that any such damages or deterioration has occurred, due to the lack of said precautions, then, and in that event, the Contractor shall correct all such conditions at the Contractor's own expense in a manner acceptable to the Engineer.

### 8.6 TIME OF COMPLETION OF WORK AND EXTENSION OF TIME LIMIT:

Time is of the essence of the contract. All of the work to be done under the contract shall be completed in its entirety within the time specified in the contract; provided however, that the Engineer may at the Engineer's discretion recommend that the Owner extend the time for completion of the work without invalidating any of the provisions of the contract and without releasing the surety.

Extensions of time, when recommended by the Engineer, will be based upon the effect of delays to the project as a whole and will not be recommended for non-controlling delays to minor included portions of the work unless it can be shown that such delays did in fact, delay the progress of the project as a whole. Acts of God, governmental regulations, priorities, labor disputes, strikes, fires, inability to obtain materials, equipment, or labor because of Federal Government restrictions arising out of the National Defense or War Program, and required Extra Work, may constitute such a delay.

Should the Owner cause a delay in the completion of the work by reason of requirements on extra work or otherwise not provided for by the plans or these specifications, the Contractor will be granted an extension of

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time by the Owner for completion equal to the amount of such a delay and no charge will be made against the Contractor for the extension of time so granted. Changes in plans and increases in the quantities of work to be performed will be considered cause for extension of time only when they are of such nature and when they occur at such times that they materially and necessarily affect the completion time of the work.

Delay forced upon the Contractor by failure on the part of the Owner and its representatives to act promptly in the carrying out of its obligations and duties under the contract will be considered cause for extension of time only when and to such extent as such failure does actually prevent completion of the work within the specified time.

The Engineer shall have the right to order the work to cease for a time because of inclement weather, but in case such order is given, the Engineer also will give notice as to when the work shall be resumed and the Contractor's time for completion will be extended for a time equal to the amount of the delay so ordered. All extensions requested by the Contractor shall be made to the Engineer in writing on or before the fifth of the month following that in which the alleged delay is said to have occurred and any claim for extension of time shall state explicitly the reasons therefore. Should the Contractor fail to file such written claim for extension of time within the period provided therefore, the Contractor thereby shall have abandoned any claim therefore.

In naming the prices for completion of the work within the time specified it shall be understood and agreed the work shall be completed within that time. If, however, said work is not completed within the time named in the contract, as extended to cover the total days delay allowed in the paragraphs above, the Owner may deduct and retain out of any sum then due or that may become due the Contractor at time of such delinquency, or later, the sum specified in the contract for each and every calendar day that the date of final completion of each contract is delayed. In submitting a bid and signing the contract, the Contractor thereby shall have agreed to these provisions and, furthermore, that the sum deducted and retained is not a penalty but a reimbursement to the Owner for damages which the Owner will have sustained by reason of such delayed completion.

Damages so liquidated are understood to include the additional cost to the Owner for Engineering supervision, interest charges, and overhead all of which damages would be difficult or impossible to ascertain accurately.

Amounts due the Owner from the Contractor under the foregoing provisions shall be deducted from any monies then due or to become due said Contractor under the contract, and such deductions shall not in any degree release the Contractor from further obligations in respect to the fulfillment of the entire contract, nor any right which the Owner may have to claim, sue for, and recover compensation and damages for no performance or breach of the contract.

### 8.7 EARLY TERMINATION:

This contract may be terminated without cause by mutual written consent of the parties according to the terms of ORS 279C.655 through ORS 279C.670. If work under the contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract. Payment to the Contractor shall be provided per ORS 279C.660 and shall be prorated to include the day of termination and shall be in full satisfaction of all claims by the Contractor against the Owner under this contract. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of the Contractor or Owner, which accrued prior to such termination.

### 8.8 ANNULMENT AND CANCELLATION OF CONTRACT:



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If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail to supply enough properly skilled workers or proper materials for the efficient prosecution of the project, or if the Contractor should fail to make prompt payment to Subcontractors or for material or persistently disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of the contract, then the Owner, upon the certificate of the Engineer that, in the Engineer's opinion, sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety 7 days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient.

In the event action as above indicated is taken by the Owner, the Contractor shall not be entitled to receive any further payment until the work is completed. On completion of the work, determination shall be made by the Engineer of the total amount the Contractor should have been entitled to receive for the work under the terms of the contract, had the Contractor completed the work. If the difference between said total amount and the sum of all amounts previously paid to the Contractor, which difference will hereinafter be called the "unpaid balance," exceeds the expense incurred by the Owner in completing the work, including expense for additional managerial and administrative services, such excess will be paid to the Contractor, with the consent of the surety. If, instead, the expense incurred by the Owner exceeds the unpaid balance, the amount of the excess shall be paid to the Owner by the Contractor or the Contractor's surety. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be as determined and certified by the Engineer.

In addition to and apart from the above mentioned rights of the Owner to terminate the employment of the Contractor, it is expressly understood that the contract may be cancelled at the election of the Owner for any willful failure or refusal on the part of the Contractor to faithfully perform the contract according to all of its terms and conditions; provided however, that in the event the Owner should cancel the contract, neither the Contractor nor the Contractor's surety shall be relieved from damages or losses suffered by the Owner on account of the Contractor's said breach of contract.

It is understood and agreed that the Owner may, at its discretion, avail itself of any or all of the above rights or remedies and that the invoking of any one of the above rights or remedies will not prejudice or preclude the Owner from subsequently invoking any other right or remedy set forth above or elsewhere in the contract.

### 8.9 USE OF COMPLETED OR UNCOMPLETED PORTIONS:

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed as acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation; or extension of time or both, as the Engineer may determine.

### 8.10 RIGHT OF OWNER TO DO WORK:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the contract, the Owner after 3 days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor.

### 8.11 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

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If the work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Engineer should fail to issue any certificate for payment within 10 days after it is due, or if the Owner should fail to pay to the Contractor within 30 days of its presentation, any sum certified by the Engineer and approved by the Owner, then the Contractor may, upon 7 days written notice to the Owner and Engineer, stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

### 8.12 LEGAL ACTIONS CONCERNING THE WORK:

Should legal action be entered into either by the Contractor (or the Contractor's surety) against the Owner or by the Owner against the Contractor (or the Contractor's surety), such legal action shall be tried in the county of the state in which the work was or is to be performed.

If one of the questions at issue is the satisfactory performance of the work by the Contractor and should the appropriate judicial body judge the work of the Contractor to be unsatisfactory, then the Contractor or the Contractor's surety shall reimburse the Owner for all legal and all other expenses (as may be allowed and set by the court) incurred by the Owner because of the legal action and, further, it is agreed that the Owner may deduct such expenses from any sum or sums then or that may become due the Contractor.

Should there be no such funds available or should such funds not be sufficient to cover the said expenses, then the Contractor or the Contractor's surety shall pay all of such additional costs involved.

### 8.13 CERTIFICATE OF COMPLIANCE:

After completion of all items of work specified in the contract, and completion of the final inspection as set forth in Subsection 5.16, the Contractor shall submit to the Owner a Certificate of Compliance in form substantially as follows: "I (we) hereby certify that:

1. All work has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work;
2. There have been no unauthorized substitutions of Subcontractors; nor have any subcontracts been entered into without the names of the Subcontractors having been submitted to the Owner prior to the start of such subcontracted work;
3. No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to the Owner together with the names of all Subcontractors;
4. All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) were registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.035 before the Subcontractors commenced work under the contract;
5. All claims for material and labor and other service performed in connection with these specifications have been paid;
6. All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission (in accordance with ORS 305.385 and ORS 279C.530), hospital associations and/or others have been paid."

### 8.14 COMPLETION AND ACCEPTANCE:

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After completion of all items of work specified in the contract, and completion of the final inspection as set forth in Subsection 5.16, and acceptance of all public portions of utility construction by the respective public utility regulatory agency, and completion of the Certificate of Compliance as set forth in Subsection 8.13, the Engineer will recommend to the Owner that the work be accepted and payment made as provided for in Subsection 9.11.

It is mutually agreed between the parties to the contract that a certificate of completion of the project, submitted by the Engineer or other agent of the Owner and approved by the governing body of the Owner, shall constitute final acceptance of the work and materials included in the contract on the date of such approval. It is provided further that such approval shall not constitute an acceptance of any authorized work, that no payment made under the contract except the final payment shall be evidence of the performance of the contract, either wholly or in part, and that no payment shall constitute an acceptance of unauthorized or defective work or improper material.

The acceptance of the contract work shall not prevent the Owner from making claim against the Contractor for any defective work.

### **GC-9 MEASUREMENT AND PAYMENT**

#### 9.1 MEASUREMENT OF QUANTITIES:

All work completed under the contract shall be measured by the Engineer according to United States standard measure. The methods of measurement and computation to be used in the determination of the quantities of materials furnished and the quantities of work performed under the contract shall be the methods outlined in these specifications or by those methods generally recognized as good Engineering practice, which, in the opinion of the Engineer, give the greatest accuracy consistent with practicable application.

#### 9.2 SCOPE OF PAYMENT:

The Contractor shall accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment, and for performing all work under the contract, also for all loss, damage, or liability arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered delaying the prosecution of the work until its final acceptance by the Owner.

#### 9.3 ALTERATION IN DETAILS OF CONSTRUCTION:

The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction as may be found to be necessary or desirable.

Such increases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to accept the work as altered, the same as if it had been a part of the original contract.

Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. If, however, the character of the work or the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in

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case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Engineer may determine to be fair and equitable.

### 9.4 QUANTITIES AND LUMP SUM PRICES:

9.4.01 Lump Sum - The Contractor shall include in the contract sum all allowances named in the contract document for items (or for the entire work) which are to be paid for under a lump sum price(s) and shall cause the work so covered to be done for such sums. Should the Engineer direct that additional work be required or work deleted under a lump sum price(s) item, the contract sum will be adjusted therewith by negotiation or by deletion or addition of other work of equivalent value at the option of the Owner. The Contractor declares that the lump sum price(s) includes such sums for all expenses and profit as the Contractor deems proper. No demand for expense or profit other than those included in the lump sum price(s) will be allowed.

### 9.5 PAYMENT FOR FORCE ACCOUNT (EXTRA) WORK:

When extra work is ordered by the Engineer to be done on a force account basis (either by the Contractor or an approved Subcontractor), such work will be paid for on the basis of the actual cost to the Contractor or Subcontractor for labor cost, material cost and equipment cost plus an allowance of 15% thereof. This allowance is to cover the costs of administration, general superintendence, other overhead, bonds, anticipated profit, and the use of small tools and equipment for which no rental is allowed. Where said work is performed by an approved Subcontractor, an additional 5% will be allowed the Contractor for administration and supervision of the Subcontractor's work.

The items of cost to which the above percentage will be added and to which reimbursement will be made are as follows:

9.5.01 Labor - The wages of supervisors, equipment operators, and skilled, semiskilled and common laborers assigned to the specific operation will be reimbursed at contract or actual payroll rate of wages per hour and actual fringe benefits paid, for each hour that the employees are actually engaged in the performance of the force account work. Reimbursement for hourly wage rates and benefits shall not exceed prevailing wage rates and benefits for the class or classes of work performed under force account.

In addition to wages and fringe benefits, reimbursement will be allowed for indirect labor costs as follows:

- a) Social Security Tax and Unemployment Tax at the percentage legally required;
- b) Industrial Accident or Worker's Compensation Insurance at the policy percentage rate;
- c) Contractor's Public Liability Insurance and Contractor's Property Damage Liability Insurance at the policy percentage rate;

9.5.02 Materials - Purchased materials and supplies used on force account work will be reimbursed at the prices billed to the Contractor or Subcontractor by the supplier, less all discounts. It will be assumed that the Contractor or the Contractor's Subcontractor has taken advantage of all possible discounts on bills for materials and supplies, and such discounts will be subtracted from the total amounts of bills regardless of any failure of the Contractor to take advantage of same. Freight and express on material and supplies will be considered to be a part of the cost and will be reimbursed as materials and supplies.



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9.5.03 Equipment - Equipment, either owned or rented by the Contractor, that is mutually considered necessary, will be reimbursed at equipment rental rates. The hourly rental rate will be determined using the monthly rental rates taken from the current edition of the *Rental Rate Blue Book for Construction Equipment* and dividing by 176. The daily rental rate for equipment used on a 24-hour basis will be determined by dividing the monthly rate by 22. To the above rates, add the predominant area adjustment percentage for the state as shown on the area adjustment map in the *Rental Rate Blue Book*. In the case of equipment not listed in the *Rental Rate Blue Book*, a monthly rate will be computed on the basis of 6 percent of the manufacturer's list price for sale of new equipment. The hourly rate in this case will be determined by dividing the monthly rate by 176. For equipment used on a 24-hour basis and having no rate listed in the *Rental Rate Blue Book*, the daily rate will be 6 percent of the manufacturer's list price for the sale of new equipment, divided by 22.

The rental rates reimbursed for equipment will in all cases be understood to cover all fuel, supplies, maintenance, repairs and renewals, and no further allowances will be made for those items unless specific agreement to that effect is made in writing before the work is commenced. Individual pieces of equipment having a value of \$100.00 dollars or less will be considered to be tools or small equipment, and no rental will be reimbursed on such.

The percentage allowances made to the Contractor in accordance with the terms outlined above will be understood to be reimbursement and compensation for all superintendence, use of tools and small equipment, overhead expenses, bond cost, insurance premiums, profits, indirect costs and losses of all kinds, and all other items of cost not specifically designated herein as items involved are furnished or incurred by the Contractor or by the Subcontractor. No other reimbursement, compensation or payment will be made for any such services, costs or other items.

Should any percentage allowance or other corresponding allowance be made by the Contractor to a Subcontractor (other than specified herein), in connection with force account work, such allowance shall be at the sole expense of the Contractor and the Contractor will not be reimbursed or otherwise compensated for the same by the Owner.

### 9.6 FORCE ACCOUNT BILLS:

The Contractor and the Engineer will review the record of extra work quantities done on a force account basis at the end of each day.

Bills for force account work shall show in payroll form the dates, names, hours worked each day, rates of pay, and amounts paid to each individual employed on such work, and shall give in detail the nature of the work done by each. Bills for materials shall be fully itemized, showing dates of delivery, quantities, unit prices, amounts, and discounts, and shall be accompanied by receipted invoices covering every item.

All bills, payrolls, and other forms of claims for payment on force account work shall be submitted in triplicate, shall state the number of force account work or change order applicable and the name or number of the contract under which the work was performed, and must be approved by the Engineer. Failure to present claims in proper form within 30 days after the close of the month in which the work covered was performed shall constitute a waiver on the part of the Contractor of the Contractor's right to present such claim thereafter or to receive payment therefore.

### 9.7 ELIMINATED ITEMS:

The Owner shall have the right to cancel the portions of the contract relating to the construction of any item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the work by order of the Engineer. Where practical, the work completed before cancellation shall be paid for at unit prices, otherwise the Contractor shall be allowed a profit percentage as provided under Subsection 9.5 but no allowance will be made for anticipated profits.

## CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of cancellation or suspension of the work by order of the Owner shall be purchased from the Contractor by the Owner at actual cost and thereupon becomes the property of the Owner.

### 9.8 PROGRESS PAYMENTS:

At a regular period each month the Engineer shall make an estimate of the amount of work completed and of the value of such completed work. The Contractor shall also make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and properly stored at or near the site or at a location acceptable to the Engineer. With these estimates as a base, a progress payment shall be made to the Contractor, which progress payment shall be equal to the value of completed work as computed from the Engineer's estimate, plus the value of accepted materials which are in condition or state of fabrication ready to be incorporated in the completed structure and which are held in storage on or near the work, the value of such materials computed in accordance with Subsection 9.9 of these specifications, less such amounts as may have been previously paid, less such other amounts as may be deductible or as may be owing and due to the Owner for any cause, and less an amount to be retained in protection of the Owner's interests.

The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be deemed necessary to protect the Owner from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- d. A reasonable doubt in the opinion of the Engineer that the contract can be completed for the balance then unpaid.
- e. Damage to another Contractor.
- f. Reasonable indication that the work will not be completed within contract time.
- g. Unsatisfactory prosecution of the work by the Contractor.

Should the amount due the Contractor under the estimate for any given month be less than \$500.00 dollars, at the option of the Engineer, no payment shall be made for that month.

Progress payments shall not be construed as an acceptance or approval of any part of the work covered thereby, and they shall in no manner relieve the Contractor of responsibility for defective workmanship or material.

The estimates upon which progress payments are based are not represented to be accurate estimates, and all quantities shown therein are subject to correction in the final estimate. If the Contractor uses such estimates as a basis for making payment to Subcontractors, the Contractor does so at the Contractor's own risk, and the Contractor shall bear all loss that may result.

The making of progress payments under the contract, either before or after the date set for completion of the work, shall not operate to invalidate any of the provisions of the contract or to release the surety.

At the time payment is made for any materials which have been stored at or near the site, the Ownership of such materials shall be vested in the Owner, and they shall remain in storage until used on the work. Such materials shall not be used on other work.

## CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

### 9.9 ADVANCES ON MATERIALS:

For materials delivered and held in storage upon the work (or near the site of the work if approved by the Engineer), allowances will be made in the progress payments to the Contractor. These allowances shall be in amounts not exceeding 90% of the net cost to the Contractor of the material f.o.b. the work, and from such allowances there shall be retained the percentage regularly provided for in connection with progress payments. In cases where there is a bid price on a given material in place the allowance shall be further limited not to exceed 90% of the difference between the bid price and the cost of placing as estimated by the Engineer.

At the option of the Engineer, no allowance for materials shall be made on any progress estimate unless the total allowable value for all materials on hand is at least \$1,000.00 and no allowance shall be made upon any single class of material the value of which is not at least \$500.00. The inventory of materials for which advances are requested shall be kept to a reasonable size as approved by the Engineer. No allowance shall be made upon fuels, supplies, form lumber, falsework, or other materials, or on temporary structures of any kind, which will not become an integral part of the finished construction. As a basis for determining the amount of advances on material, the Contractor shall make available to the Engineer such invoices, freight bills, and other information concerning the materials in question, as the Engineer may request. Should there be reasonable evidence, in the opinion of the Engineer, that the Contractor is not making prompt payments for material on hand, allowances for material on hand will be omitted from progress payment.

### 9.10 ALLOWANCE FOR MATERIALS LEFT ON HAND:

Materials delivered to the work or acceptably stored at approved sites at the order of the Engineer but left unused due to changes in plans or variations in quantities will, if the materials are not practically returned for credit, be purchased from the Contractor by the Owner at actual cost (without percentage allowance for profit) and shall thereupon become the property of the Owner.

### 9.11 FINAL PAYMENT:

The Engineer will make a final estimate and recommend acceptance of the work as of a certain date. Upon approval and acceptance by the Owner, the Contractor will be paid a total payment equal to the amount due under the contract including all retainage.

Prior to final payment, the Contractor shall deliver to the Owner, a receipt for all amounts paid or payable to the Contractor and a release and waiver of all claims against the Owner arising from or connected with the contract and shall furnish satisfactory evidence that all amounts due for labor, materials and all other obligations have been fully and finally settled, or are fully covered by insurance.

### 9.12 ACCEPTANCE OF FINAL PAYMENT:

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer as agent of the Owner from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and others relating to or arising out of the work. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractor's sureties from obligations under the contract and the performance, payment and other bonds and warranties, as herein provided.

### 9.13 SUSPENSION OF PAYMENTS:

No partial or final payment shall be made as long as any order made by the Engineer to the Contractor in accordance with the specifications remains uncompleted. Neither shall any progress or final payment be made as long as any claim or lien filed or prosecuted against the Owner, the Owner's officers or employees

contrary to the provisions of the contract remains unsatisfied.

9.14 FINAL GUARANTEE:

Neither the final acceptance nor payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which appear within a period of one year from the date of final acceptance. The Owner shall give notice of observed defects with reasonable promptness. The Contractor shall initiate corrective action within 5 days after written notification from the Owner. All questions arising under this paragraph shall be decided by the Engineer.

9.15 PAYMENTS:

Payments under the contract shall be paid in cash by the Owner unless otherwise provided by the Special Specifications.

This Agreement will not be effective until approved by The City Council.

CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

**CITY OF WARRENTON**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

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CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

PERFORMANCE BOND

Bond No. \_\_\_\_\_

Solicitation N/A

Project Name WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

\_\_\_\_\_(Surety #1) Bond Amount No. 1: \$ \_\_\_\_\_

\_\_\_\_\_(Surety #2) \*Bond Amount No. 2: \*\$ \_\_\_\_\_

\* If using multiple sureties Total Penal Sum of Bond: \$ \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the CITY OF WARRENTON the plans, specifications, terms and conditions of which are contained in the above-referenced Project;

WHEREAS, the terms and conditions of the contract, together with applicable plans, Oregon Standard Specifications for Construction 2018, special specifications, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

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

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

Nonpayment of the bond premium will not invalidate this bond nor shall the CITY OF WARRENTON be obligated for the payment of any premiums.

This bond is given and received under authority of ORS 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND

CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_  
Signature

Official Capacity  
Attest: \_\_\_\_\_  
Corporation Secretary

SURETY: \_\_\_\_\_  
*[Add signatures for each surety if using multiple bonds]*

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax



CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

PAYMENT BOND

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Name WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

\_\_\_\_\_(Surety #1) Bond Amount No. 1:\$ \_\_\_\_\_  
\_\_\_\_\_(Surety #2)\* Bond Amount No. 2:\$ \_\_\_\_\_  
\* *If using multiple sureties* Total Penal Sum of Bond:\$ \_\_\_\_\_

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

WHEREAS, the Principal has entered into a contract with the CITY OF WARRENTON the plans, specifications, terms and conditions of which are contained in above-referenced Project;

WHEREAS, the terms and conditions of the contract, together with applicable plans, Oregon Standard Specifications for Construction 2018, special specifications, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the CITY OF WARRENTON and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State then this obligation shall be void; otherwise, it shall remain in full force and effect.

CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

Nonpayment of the bond premium will not invalidate this bond nor shall the CITY OF WARRENTON be obligated for the payment of any premiums.

This bond is given and received under authority of ORS 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

PRINCIPAL: \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

SURETY: \_\_\_\_\_  
*[Add signatures for each if using multiple bonds]*

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

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City                      State                      Zip  
\_\_\_\_\_  
Phone                      Fax

CERTIFICATE OF COMPLIANCE

CITY OF WARRENTON  
225 S. MAIN AVE./P.O. BOX 250  
WARRENTON, OR, 97146

ATTN: Collin Stelzig, PE, Public Works Director

PROJECT NAME: WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

PROJECT LOCATION: Intersection of S. Main Ave and N. Main Ave. and at the intersection of Highway 104 and S. Main Ave.

I hereby certify that:

- A. All work on the above referenced contract has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work;
- B. There have been no unauthorized substitutions of Subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to and approved by the Owner prior to the start of such subcontracted work;
- C. No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to and approved by the Owner together with the names of all Subcontractors;
- D. All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) were registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.035 before the Subcontractors commenced work under the contract;
- E. All claims for material and labor and other service performed in connection with these specifications have been paid;
- F. All money due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission (in accordance with ORS 305.385 and ORS 279C.530), hospital associations and/or others have been paid.

Authorized Signature \_\_\_\_\_  
[Contractor]

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## **SPECIAL SPECIFICATIONS**

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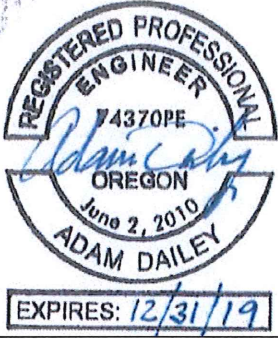
SPECIAL SPECIFICATIONS

FOR

WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

CLATSOP COUNTY

PROFESSIONAL OF RECORD CERTIFICATION:

|  |   |
|--|---|
| <p>Seal w/signature</p>  <p>REGISTERED PROFESSIONAL<br/>ENGINEER<br/>14370PE<br/>OREGON<br/>June 2, 2010<br/>ADAM DAILEY<br/>EXPIRES: 12/31/19</p> | <p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for landscape improvements. Modified Special Specifications were prepared by me or under my supervision.</p> <p>Section 00110, 00120, 00130, 00140, 00150, 00160, 00170, 00180, 00190, 00195, 00196, 00197, 00199, 00220, 00225, 00290, 00405, 01040,</p> |
| <p>Date Signed: 4/28/19</p>  |   |

**SPECIAL SPECIFICATIONS**

**Section 00110 - Organization, Conventions, Abbreviations, and Definitions**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00120 – Bidding Requirements and Procedures**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00130 - Award and Execution of Contract**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00140 - Scope of Work**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00150 - Control of Work**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00160 - Source of Materials**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00170 - Legal Relations and Responsibilities**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00180 - Prosecution and Progress**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00190 - Measurement of Pay Quantities**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00195 - Payment**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00196 - Payment for Extra Work**

Delete the section in its entirety, replace with Contract Document Requirements.



*CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019*

**Section 0197 - Payment for Force Account Work**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00199 - Disagreements, Protests, and Claims**

Delete the section in its entirety, replace with Contract Document Requirements.

**Section 00220 – Accommodations for Public Traffic**

00220.40(e)(1) Closed Lanes - Add the following to the subsection:

Unless otherwise authorized by the City Engineer, the Contractor shall maintain two lanes of traffic on all streets affected by construction between the hours of 6:00 p.m. and 7:00 a.m.

Detours and closures will be allowed, but must be approved by the City Engineer in advance.

**Section 00225 – Work Zone Traffic Control**

00225.00 Scope - Delete the phrase "according to the standard drawings, the traffic control plan (TCP) for the Project, these Specifications, or as directed" and replace with the phrase "traffic control plan (TCP) for the Project submitted by the Contractor and accepted by the City Engineer, these Specifications, or as directed".

**Section 00290 – Environmental Protection**

00290.20(b) Fuel Storage – Fuel storage is not permitted on this project.

00290.30(b) Pollution Control Plan: Delete the last paragraph which begins "A Pollution Control Plan Contractor Packet..."

**Section 00405 – Trench Excavation, Bedding, and Backfill**

**00405.43** Dewatering - This section is supplemented as follows:

Dewatering equipment shall be provided to remove and dispose of all surface water and groundwater entering excavations, trenches, or other parts of the work.

1. The Contractor is solely responsible to design, furnish, install, maintain, and operate all necessary dewatering wells, sump/pumps and other devices for dewatering all excavations. The Contractor's plan for the dewatering system shall be submitted to the City Engineer for review.
2. At all times have on the project sufficient dewatering devices for immediate use, including standby pumps in case other pumps become inoperable.
3. Provide a sufficient number of dewatering devices so as to hold the groundwater level at an elevation of not less than 1 foot below the lowest elevation of the pipe or other material to be placed. When groundwater is encountered, the Contractor shall assess the situation and develop a plan to accommodate dewatering. The Contractor shall be solely responsible for control of groundwater through dewatering and trench excavation control Plan.
4. The dewatering operation shall be continuous, so that the excavated areas shall be kept free from water during subgrade preparation, while pipes are installed, and until backfill has been placed to the extent that no damage from hydrostatic pressure, flotation, or other cause will result.
5. Continue dewatering during backfilling operations such that the groundwater is at least 1 foot below the level of the compaction effort at all times. No compaction of saturated materials will be allowed.
6. If pumping is required on a 24 hour basis, requiring engine drives, then engines shall be equipped in a manner to keep noise to a minimum.
7. Dewatering devices must be adequately filtered to prevent the removal of fines from the soil.
8. Settle and/or filter all dewatering system collected flow through Contractor provided settling tanks and systems in order to meet Water Quality Standards; Beneficial Uses, Policies, and Criteria for Oregon (OAR 340-041-0036) prior to discharging.

CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

9. Dispose of water in such a manner as to cause no injury or nuisance to public or private property, or be a menace to the public health.
10. The Contractor shall be responsible for any damage to existing structures, pavement, utilities, or of the new works caused by Contractor's dewatering activities or failure of any part of the Contractor's dewatering activities.

The Contractor shall be responsible for furnishing temporary drainage facilities to convey and dispose of surface water falling on or passing over the site.

**Section 01040 - Planting**

Delete the section in its entirety and replace with the following:

**Description**

**01040.00 Scope** - This Work consists of planting and associated Work as shown or directed.

**01040.02 Definitions:**

Arborist - A specialist in the care and maintenance of trees.

Certified Arborist - An Arborist certified by the International Society of Arboriculture (ISA).

Consulting Arborist - An Arborist registered with the American Society of Consulting Arborists (ASCA).

Caliper - The diameter of a tree measured at a point 6 inches above the ground. If the measurement is over 4 inches, a new measurement is taken at a point 12 inches above the ground.

Dripline - The area directly under the branch and leaf canopy of trees and large shrubs. This area typically contains the most important of a plant's roots and is sometimes used as an approximate guide to estimate a root protection zone.

Licensed Nursery - Commercial nursery licensed by the Oregon Department of Agriculture to operate as a grower, dealer or agent, or to transport or store nursery stock grown or held for sale.

Native Plant (existing) - See 01030.02 for native plant definition.

Noxious Weed - See 01030.02 for noxious weed definition.

Ornamental Plant - A desirable plant species that is not native, or a plant propagated in such a way that it does not carry genetic characteristics of the species that are native to the area where it is planted.

Plant Establishment Period - A period of time, that is part of the planting Work, that ensures satisfactory growth and establishment of plants.

Permanent Wilting Point - The level of Soil wetness at which point a plant wilts and can no longer recover its sustainable turgidity when placed in a saturated atmosphere for 12 hours.

Root Protection Zone - A generally circular area around an existing plant to be protected from disturbance or compaction by the use of temporary fencing or other means. The zone as actually staked may exceed the current root area to allow for future growth of the plant. Root Protection Zones will be shown on the Plans or staked before construction activities begin.

Weed - See 01030.02 for weed definition.

**01040.03 General** - Ensure that Work meets the following requirements:

- (a) Existing Vegetation - Do not disturb existing desirable vegetation that is to remain or is designated for

CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

protection, unless approved by the Agency prior to construction.

- (b) Pesticide Applicators License and Chemical Registration - Furnish evidence to the Agency that each applicator is licensed for the specific class of chemical being applied. Also, furnish evidence that any chemical is registered for the proposed use by the Oregon Department of Agriculture according to ORS Chapters 452, 561, 570, and 634.
- (c) Weather Conditions - Planting Work will not be allowed during the following conditions, unless otherwise approved:
  - Cold Weather - When air or ground temperatures are expected to be below 32 °F.
  - Hot Weather - When air or ground temperatures are expected to be above 88 °F.
  - Wet Weather - When the ground reaches saturation, except as approved when planting wetland plants.
  - Windy Weather - When wind velocity exceeds 25 mph.
- (d) Work Performed During Unacceptable Conditions - If any Work occurs during unacceptable weather conditions, the Contractor may be required to provide the following services at no additional cost to the Agency:
  - (1) Expert Consultation - Consultation with a certified Arborist (for trees) or other expert as approved (for other plants) to determine what plant care measures are required to maintain the plants installed during the unacceptable weather conditions in a healthy and vigorous condition.
  - (2) Replacement - Replacement of all Work performed during unacceptable weather conditions.
  - (3) Watering and Maintenance - Watering and maintenance of all plant materials installed during the unacceptable weather conditions and responsibility for all extra costs incurred.

**01040.04** Coordination - Coordinate the following elements with the Agency prior to construction:

- (a) Planting Work Plan - Within 90 Calendar Days of Award of the Contract, submit a planting Work plan (PWP) for approval. Include or describe the proposed methods for the following:
  - Work progress schedule according to 00180.41
  - Material submittals according to 01040.10
  - Contract Growing Plan according to 01040.19(g)
  - Topsoil and/or Wetland Topsoil approvals according to 01040.14
  - Plant installation and establishment
  - Weed Control Work Plan (WCWP) according to 01030.42(a)
  - Emergency contact person, including the name, telephone and pager numbers, and voice mail and/or email address information

The following are included as part of the PWP, but are required only before the related planting Work begins:

- ~~• Soil Fertility Test and Soil Amendment Report according to 01040.13.~~
- ~~• Soil Testing and Soil Bio-amendment Report according to 01040.13.~~

Proceed according to the approved PWP once written approval is received from the Agency. If any part of the PWP become unworkable at any time during construction, notify the Agency, then submit a revised plan. Do not proceed with the planting Work until approved by the Agency.

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- (b) Notice for Inspections - Notify the Agency a minimum of 24 hours prior to each required inspection.
- (c) Site Conditions - Ensure that the area is properly prepared prior to the start of the planting operation.
- (d) Utility Locate - Coordinate all existing Utility locations according to Section 00150.
- (e) Utility Use - Provide required water and electricity for planting and plant establishment at no additional cost to the Agency unless an approved Agency source is available.
- (f) Verification - Verify actual ground dimensions prior to construction. Notify the Agency of any discrepancies before beginning Work.

Materials

**01040.10** General - Submit a list of Project materials for approval according to 01040.04(a) before arranging for procurement of any materials. For materials not approved, submit a list of alternate materials for approval. Materials installed without approval will be subject to removal and replacement with acceptable material at no additional cost to the Agency.

Substitute materials may be allowed if proof of equivalent quality, suitable product specifications, manufacturer's literature and other detailed information is furnished to the Agency according to 00140.70.

**01040.12** Product Delivery, Storage, and Handling - Deliver manufactured products in original, unopened containers, each bearing the manufacturer's guaranteed analysis, name, trade name, and conformance with governing regulations and laws. Protect products against damage or dehydration. Remove unacceptable products as soon as possible from the Project site. If required or requested, provide any manufacturer's literature to the Agency.

**01040.13** Soil Testing - Furnish the following kinds of Soil testing and reports:

- (a) Soil Fertility Test and Soil Amendment Report - Prior to planting, furnish a Soil fertility analysis of existing Soils performed by a certified testing lab. Prior to planting, adjust Soil amendment and fertilizer applications as recommended by the Soil amendment report and as approved by the Agency.
  - (1) Sampling - Take five samples per acre of each Soil type. Mix the five samples into one test sample for each Soil type. Furnish Soil fertility test results that provide information on available nutrient content and fertility status of the Soil. Conduct sampling procedures according to the Oregon State University Extension Service handout EC 628, "How to Take a Soil Sample... and Why".
  - (2) Testing - The test may be performed by any qualified soils testing laboratory. A list of qualified soils testing laboratories is available from the Oregon State University Extension Service. Include testing for levels of acidity (pH), salinity, nitrates, ammonium, phosphates, potassium, calcium, and magnesium, and any other tests necessary to determine appropriate fertilization and amendment needs for the type of plants being planted.
  - (3) Soil Amendment Report - Provide a report from the testing laboratory summarizing sampling locations and procedures with printed results, and which makes recommendations for fertilizers and Soil amendments to effectively develop productive Soil.
- (b) Testing and Soil Bio-Amendment Report - Have Soils tested prior to planting by an approved Soil ecology lab. Provide information on Soil foodweb structure and function, and include total and active bacterial biomass, total and active fungal biomass, protozoan numbers, nematodes, microarthropods, and mycorrhizal colonization. Adjust the kind and amount of Soil conditioners, Soil amendments, Soil bio-amendments, and fertilizers (if any) as recommended by the Soil bio-amendment report, and as approved by the Agency prior to construction.

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- (1) Sampling - Take five samples per acre of each Soil type. Mix the five samples into one test sample for each Soil type. Conduct sampling according to the standard procedures for Soil organism assessment as recommended by the Soil ecology lab.
- (2) Testing - Perform the following Soil ecology tests and furnish Soil meeting these minimum Soil organism biomass requirements:

| Test Minimum                                     | Requirements                             |
|--|--|
| Percent active bacterial and fungal biomass..... | between 5% and 25% activity              |
| Total bacterial biomass .....                    | 6 X 10 <sup>8</sup> per gram of dry Soil |
| Total fungal biomass .....                       | 100 µg for grasslands                    |
|  | 200 µg for shrubs or perennials          |
|  | 300 µg for forested areas                |
| Protozoa.....                                    | 5000 per gram of Soil                    |
| Beneficial nematodes.....                        | 20 per gram of Soil                      |
|  | (No root-feeding nematodes)              |

Determine if anaerobic or compacted conditions are present, based on the assessment of total bacterial biomass, percent bacterial activity, and protozoan biomass.

If the Soil contains biomass numbers lower than these levels, apply amendments and inoculates according to the Soil ecology lab recommendations in the Soil bio-amendment report in 01040.13(b)(3).

- (3) Soil Bio-Amendment Report - Provide a report summarizing sampling locations and procedures. Include the Soil ecology lab report of the Soil organism assessment and the recommendations for:

- Inoculation of missing organisms groups to the Soil.
- Amendment with food resources for organism groups with too low of a biomass.
- Reduction of undesirable groups, or groups with the biomass too high for the optimal growth of the desired plants.
- Any adjustments to the bio-amendments required for the types of plants being planted.

**01040.14** Topsoil - Furnish Topsoil containing no substance detrimental to the growth of plants and that is free of plants designated by the Oregon Department of Agriculture as Type "A" or Type "B" weeds. Unsuitable Topsoil, or Topsoil placed by the Contractor without approval in areas to be planted, may be required to be replaced at no additional cost to the Agency.

Twenty days before furnishing any type of Topsoil, do the following:

- Give the Agency notice of intent to use the source.
- Provide access to the source for Agency inspection.
- Provide one 20 pound representative Soil sample of each Topsoil type for testing of particle size range and organic matter by the Agency, unless otherwise specified.
- Obtain approval of the source before excavation of Topsoil begins.

- (a) Selected Topsoil - Furnish native Topsoil from the required excavations meeting the requirements of 00330.10 or from other Agency-Controlled Lands. The general limits of Topsoil materials will be indicated on the Plans. The Agency will make the final determination of the areas where the most suitable materials exist. Furnish Topsoil that is the fertile part of a Soil profile commonly referred to as the "A" horizon, typically ranging in depth from 3 inches to 12 inches. Do not take material for Topsoil from a depth greater than 12 inches below

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existing ground, unless approved.

Select only sources that are well-drained and, before stripping, have a healthy crop of vegetative growth. Remove and dispose of all heavy grass or other vegetation before taking materials from the source.

~~(b) Imported Topsoil – Furnish imported Topsoil from non-Agency controlled lands that meets the following limits:  
(c) Wetland Topsoil – Furnish a native, naturally hydric wetland Topsoil consisting of Silts, Clays, and organic matter in combination that is free from substances detrimental to plant growth, such as noxious weeds, undesirable plant roots, refuse, sticks, or lumps. Provide wetland Topsoil that is from a Wetland with an existing, well established, healthy growth of the desired wetland plants. Obtain approval of the source before excavation of wetland Topsoil begins.~~

~~Excavate, at a minimum, the top 24 inch depth of existing wetland Soils using standard construction Equipment.~~

**01040.15** Soil Conditioners - Soil conditioners are for modifying Soil structure and improving Soil aeration characteristics, as distinguished from plant foods, mulch, and Soil organism amendments. Furnish Soil conditioners free of noxious weeds, living plants and rhizomes, and substances detrimental to plant life. For mushroom compost and Peat moss only, submit a 15 pound sample for approval by the Agency prior to construction. Provide Soil conditioners that are free of weed seeds, excessive salts, chemicals detrimental to plant growth, and pest organisms. Soil conditioners proposed for use are subject to testing at any time or place the Agency deems appropriate.

Furnish one or more of the following Soil conditioners:

- (a) Mushroom Compost - The used bedding material from commercial mushroom production.
- (b) Commercially Manufactured Compost - Commercially manufactured medium compost material, unless otherwise approved, meeting the requirements of Section 03020 and the following:

“Dairy Compost”

- Organic Matter %, Greater than 20% (Dry Weight Basis)
  - C/N Ratio (Carbon/Nitrogen), 10-20
  - Moisture % (As a % of Total Weight), 40-50
  - pH Value, 6-8
  - Nutrients (N-P205-K20), Average of nutrients <5%
- (c) Peat Moss - Horticultural grade, natural Peat moss in air-dry condition, free from woody substances, in bales or bags labeled for content and volume. Only Peat moss used in combination with one of the above composts is acceptable.

**01040.16** Soil Amendments - Soil amendments are intended to improve Soil nutrition. Furnish Soil amendments that are free of materials detrimental to plant life. Furnish manufacturer or Supplier quality compliance certification according to 00165.35. Ensure that material testing methods meet the requirements of the Oregon Department of Agriculture appropriate to that material. Obtain approval for use before beginning Work. Soil amendments may include the following:

- Lime
- Dolomite Lime
- Gypsum
- Rock, Diammonia, or other Phosphate
- Calcium or Potassium Nitrate

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- Iron Sulfate

**01040.17** Soil Bio-Amendments - Soil bio-amendments are intended to increase beneficial Soil organism numbers or Soil organic nutrient content. Furnish bio-amendment products or materials that are free of substances or life forms detrimental to plant life and receive approval prior to use on the Project. Furnish manufacturer or Supplier quality compliance certification according to 00165.35. Ensure that material testing methods meet the requirements of the Oregon Department of Agriculture appropriate to that material. The following are typical Soil bio-amendments that may be identified in the Soil bio-amendment report:

(a) Bacterial Food Amendments:

- Simple sugars such as brown sugar, brown syrups, or molasses
- Plant extracts of Yucca or Nettle, usually containing sap of the plant comprised of a combination of simple sugars, proteins, and carbohydrates
- Fulvic acids
- Yeast, including baker's yeast, brewer's yeast, and champagne yeast
- Kelp meal
- Rock dust

(b) Fungal Food Amendments:

- Cellulose
- Lignin
- Humic acids - brown to dark brown products (black is not acceptable)

(c) Protozoa Food Amendments:

- Bacteria
- Hay infusions - A method of growing protozoa for Soil inoculation by using hay in water

(c) Nematode Food Resources - Nematodes come as four types: bacterial-feeders, fungal-feeders, root-feeders, and predatory nematodes. Predatory nematodes eat other nematodes, while the name of the other groups indicates what organisms they eat.

The primary source of material containing a wide diversity of beneficial nematodes is good compost. Provide certification that the compost contains beneficial nematodes and does not contain root-feeding or other detrimental nematodes.

- (d) Mycorrhizal Inoculates - Commercially produced ectomycorrhizal and endomycorrhizal fungi that improve plant root absorption of Soil nutrients.
- (e) Microbes - Commercially produced product designed to enhance microbiological activity in the Soil by the addition of beneficial and essential microbes. Commercial products may also contain vitamins, amino acids, plant growth hormones, micronutrients, and plant stress relievers.
- (f) Earthworms - Common earthworms that are either "Red Wigglers" or "Night Crawlers" delivered in Peat moss or other damp medium.

**01040.18** Fertilizer - The Soil amendment and bio-amendment reports will recommend fertilizer types and application

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rates. When identified in the report furnish commercial fertilizer meeting the requirements of 01030.14 and the following:

- (a) Organic - Organic fertilizer 5-4-3, analyzing 5 percent nitrogen, 4 percent available phosphoric acid, and 3 percent soluble potash.
- (b) Plant Bags and Tablets - Plant bags or tablets containing 20-10-5, or approved equal, may be used instead of granular fertilizer in pit planting.

Furnish plant bags or tablets that are controlled-release with a minimum one-year release period. Chemical formulation, rates and use will be approved by the Agency.

### 01040.19 Plants:

- (a) Nomenclature - Botanical identification and nomenclature of plant materials shall be according to the most current edition of "Hortus Third", by Bailey. The Agency may authorize use of other references such as the "Sunset Western Garden Book", the "Flora of the Pacific Northwest", by Hitchcock, or the "Manual of California Plants", by Jepson.

Furnish plants that conform to the applicable requirements of the current issue of the "American Standard for Nursery Stock", published by the American Association of Nurserymen. When a conflict exists between this publication and the Specifications, the Specifications will prevail.

- (b) Quality - Provide plants that are healthy, first-class representatives of their species or variety, free from disease and insect pests, with top growth that is well developed and free of disfiguring knots, sun scalds, bark abrasions, wind or frost injury or any other objectionable features.

Furnish plants that are acclimated to the specific Project environmental site conditions prior to planting. Store all container-grown and balled and burlapped (B&B) plant materials acquired for fall planting a minimum of 3 months before planting, at a location north of the 42nd Latitude (Oregon - California border).

Furnish plants that possess top growth and root systems typical to their variety. Provide trees with central leaders that have a symmetrical, well-branched, straight trunk. Trees with a damaged or missing leader, multiple leaders or Y-crotches will be rejected, as well sheared conifer trees.

Protect plants at all times during handling, shipping, storage and planting against such detrimental effects as windburn, extreme weather conditions and drying of roots, root balls and foliage.

- (c) Certification - Furnish a State inspection certificate and shipping certificate for each load or lot of plant material that includes the following information:

- Date of shipment
- Name of nursery where grown
- Name of plants (Including all names as specified in the Contract)
- Number of plants
- Grade or classification of plants (Verifying conformance with the Specifications)
- Size (Including height, spread, runner length, caliper and other measurements as required)
- Identify at least one plant (botanical and common name) within each group of like species
- Identify one plant (botanical and common name) within each different size category

- (d) Inspection - Plants will be subject to inspection by the Agency, at any time and place. The Agency will make



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no plant material inspection at the source, except as it may elect. Notify the Agency of each delivery of plants to the Project site no less than 24 hours ahead of delivery. Do no planting until the plants have been inspected and approved for use. Any planting done without prior approval of the plants will be considered in violation of these Specifications.

The presence of noxious weeds in the Soil accompanying plants or at the nursery source will be cause for rejection of any or all plants from that source.

- (e) Availability - Furnish a list of nursery sources for all specified plants within 90 Calendar Days after execution of the Contract. Verify, by this list, that all specified plant material has been located and will be available for use on the Project. If applicable, see 01040.19(g) for alternate requirements.
- (f) Plant Substitution - No substitution of plant materials will be allowed unless written evidence is submitted that a specified plant or material cannot be obtained and has been unobtainable since the execution of the Contract. If substitution is allowed, it will be by written approval from the Agency for the nearest acceptable variety, size and grade. Make any request for substitution in writing to the Agency with ample time for approval without delaying the Work.
- ~~(g) Contract Grown Plant Materials - When required by the Special Provisions, include a contract growing agreement between the Contractor and a nursery Supplier in order to ensure plant availability or suitability.~~

~~If a contract growing agreement is part of the Project, submit a Contract Growing Plan that describes plant material size at delivery, growth environment, name and location of nursery, and the source for each plant (native seed, indigenous cuttings, or commercially grown). Submit this required information as part of the PWP.~~

- (h) Definition of Plants and Descriptive Terms - The following definitions describe the distinctive habit and characteristics of the most common plant materials:
  - (1) Conifer Trees - Trees with needle or scale-like leaves that maintain live-leaf foliage throughout the year, and that usually bear seed from a woody cone.
  - (2) Deciduous Trees - Trees with leaves that are shed at the end of the growing season, and which remain leafless throughout dormancy.
  - (3) Transplanted Specimen Plants - Unique or large plants typically used in low numbers on projects. See the Plans for specimen type, size, and location. Deliver trees to the site that are dormant and with buds that have not yet swelled. Furnish plants that have an unbroken root ball sufficient to sustain continued growth. Ensure that the root ball size conforms to the current edition of the "American Standard for Nursery Stock". Provide plants with no broken limbs or bark abrasions, and cleanly cut off any frayed roots or damaged limbs. Deliver trees that are balled and burlapped, boxed or moved by commercial tree spade.
  - (4) Balled and Burlapped (B&B) Plants - Plants excavated with Soil around the root system whose root ball is wrapped for shipping and handling. B&B materials are generally trees or shrubs, such as evergreens, that require a large ball of earth to sustain them after the transplant. Furnish plants that are balled and burlapped meeting the requirements of the latest edition of the "American Standard for Nursery Stock", including minimum size of root balls.

Furnish plants with root balls securely wrapped in burlap or similar mesh fabrics not harmful to plants, and bound with removable twine or wire. Provide root balls that are firm, intact and held solidly together by a fibrous root system consisting of only the earth in which the plant was growing. "Made" balls will be rejected.

- (5) Collected Plants - Plant material that is harvested from existing on- or off-site plant populations. Furnish

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collected plants that conform to all appropriate quality, grade and class requirements of the current issue of the "American Standard for Nursery Stock".

- (6) Container Grown Plants - Plants that are grown and delivered in containers which possess well-formed top growth and whose root growth is typical to the variety.

Furnish plants that are resident in their delivery containers long enough to have established new fibrous roots, have a root mass that will retain its shape, and hold 90 percent (visual estimate) of the root ball material when removed from their containers. Some root growth should be visible along the outer edges of the container. Root-bound container grown plants and "made" container plants will be rejected.

- (7) Seedling Trees - Plants that are grown from seed in a nursery and brought to the site in a bare root condition. Provide seedlings labeled with age and certification (class number) which shows the number of seasons grown in a nursery seedbed, followed by the number of seasons grown in a transplant bed. Furnish seedling trees that are a minimum 2 years old.

Furnish seedling trees that are Oregon Department of Forestry "zoned" (grown) within approximately 500 vertical feet of the Project site elevation. Submit seedling zone information for the proposed plants to the Agency prior to construction.

- (8) Bare-root Plants - Small deciduous plant material that is excavated for transplant with exposed roots. Furnish only bare-root plant materials that have dormant buds at the time of planting. Take great care to protect bare root plants against dehydration and sunburn.

- (9) Plant Cuttings - Living, freshly cut branches from certain woody shrub or tree species that readily propagate when embedded in damp Soil. Furnish plant cuttings of regionally native species and dimensions as shown on the Plans. Obtain written approval of the cutting stock sources before taking any cuttings and furnish a brief, written description of the cutting sites and the date and time the cuttings were taken to the Agency. Take cuttings in such a manner so as to leave no long-term damage to the source population. If willow species are called for, select the local native shrub variety.

- (10) Fascine - Bound, cylindrical bundles of live plant cuttings that are placed in shallow trenches, partially covered with Soil, and staked in place, typically used to stabilize stream banks against erosion. Furnish only fascines of regionally native materials having the dimensions shown on the Plans.

- (11) Brush Mattress - A combination of plant cuttings and fascines installed to cover and protect stream banks and shorelines. Brush mattress dimensions and any material requirements will be shown on the Plans.

- (12) Tubeling Plants - Plants grown in containers that encourage deep root growth.

- (13) Vines - Plants with growth primarily along stems, often having climbing characteristics, and typically attaching to walls by tendrils or other means.

- (14) Groundcovers - Low growing or spreading plants.

- (15) Wetland Plants - Plants that meet the definition of hydrophyte, which is any macrophyte that grows in water, or on a substrate, that is at least periodically deficient in oxygen as a result of excessive water content.

- (16) Bulbs - For the purposes of this section, these will typically include the forms known as bulbs, corms, culms, plantlets, rhizomes, runners, small offsets, stolons and tubers. These plants will be collectively

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referred to as "Bulbs". The appropriate propagule (plant part that can be separated and used to grow another plant) will vary depending on the plant species.

- (17) Sod Lawn - Grass sod grown on agricultural land that is commercially cultivated specifically for turf sod. Furnish sod that is free of weeds, diseases, harmful nematodes and insects. Provide sod that is mature, not less than 10 months old, and machine cut to a uniform thickness of 5/8 inch or more, excluding top growth and thatch. Broken pieces and torn or uneven ends will not be accepted. Plant sod within 36 hours of harvest.

**01040.20** Mulch - Furnish plant bed mulch materials free of noxious weed seeds or plants and which contain no substance detrimental to plant life. Mulches are subject to inspection at any time and place at the discretion of the Agency. The following are some types of materials that fall under the category of "mulch", and may be used on projects:

- (a) Bark Mulch - Ground, shredded or broken particles from the bark of fir, pine or hemlock trees which is free of non-bark debris, harmful bacteria, disease spores, pests and substances toxic to plant growth. Provide mulch that is the standard trade size known as "medium fine mulch".
- (b) Cinder Mulch - Crushed lava cinders, screened to an approximate size between 3/16 inch to 5/8 inch. Furnish cinders free of fines and other non-cinder material.
- (c) Straw Mulch - Provide straw mulch according to 01030.15.
- (d) Rock Mulch - Round 3/8" - No. 4 pea gravel or round 2" - 3/8" Rock. Provide material that is free of fines and other non-gravel material. Rock colors may vary.
- (e) Wood Chip Mulch - Mulch that is chipped from cleared site vegetation. Ensure that chipped material is free of any noxious weeds or invasive vegetation. Allowable size range or other qualities may be listed in the Special Provisions.
- (f) Compost Mulch - Commercially manufactured medium compost material meeting the requirements of Section 03020, unless otherwise approved.

**01040.21** Herbicides - The use of herbicide chemicals will be allowed only upon approval of the Agency. Select and apply chemical herbicides according to all applicable Federal, State and local laws, as well as the WCWP requirements of the PWP. The following are standard herbicide functional categories:

- (a) Soil Sterilant - Chemical herbicide that is used to kill all new emergent vegetation, often including seeds or other plant parts.
- (b) Pre-emergent - Chemical herbicide that is used to stop the germination of seeds before they grow above the Soil level.
- (c) Post-emergent - Chemical herbicide that is used to selectively or non-selectively kill vegetation after germination and emergence above ground.

**01040.22** Water - When required by the Special Provisions, furnish the following:

- (a) Pressure Moisture Stress Sensor - A pressure chamber instrument capable of applying up to 40 bars or 600 psi to a small leaf or shoot in order to determine its water uptake potential. Instrument is to include all accessories necessary to perform a plant moisture stress test.

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- (b) Moisture Retention Chemicals - Granular chemical that are typically cross-linked potassium based polyacrylate or polyacrylamide copolymers. Provide commercial quality product from the QPL.

**01040.23** Miscellaneous Items - Furnish miscellaneous items meeting the following requirements or provide commercial-quality products from the QPL. Obtain approval from the Agency prior to use.

- (a) Anti-transpirant - Apply liquid anti-transpirant spray to all appropriate deliverable plant materials, prior to transport.
- (b) Boulders - Furnish Boulders of indigenous materials, with source, dimensions, and other characteristics as shown.
- (c) Browsing Protectors - Flexible, semi-rigid plastic or metal mesh, brown or light green in color, with stake supports.
- (d) Game Repellent - A commercial nontoxic spray that makes vegetation unpalatable for animal forage.
- (e) Root Barrier - A root barrier designed to contain and control root intrusion into unwanted areas.
- (f) Tree Grates - Tree grates complete with frames, all required attachment hardware, and at least one issue of any specialty key or tool that is required to open or move the item for maintenance.
- (g) Tree Stakes and Ties - Rough sawn tree stakes of 1 1/2 inches x 1 1/2 inches Douglas fir or pine, construction grade or better. Use stakes 6 feet long for trees less than 8 feet tall, and stakes 8 feet long for trees 8 feet or taller. Stain all tree stakes with an approved, dark green penetrating oil stain. Provide tree trunk protection of guying material of either a commercially available tree tie or a section of garden hose. Furnish tree guying material of a commercial product manufactured for this use, such as plastic chain, or stainless steel woven-wire with clamp fasteners. Size the guying material appropriate to the size of the tree and the wind factors of the area.
- (h) Trunk Wrap - Typically manufactured of waterproof, crinkled paper and is designed to protect tree trunks against sunscald, loss of moisture and insect attack.
- (i) Weed Control Geotextile - Weed control geotextile is typically manufactured of permeable, fibrous synthetic material and is generally for use under material such as mulch or gravel.
- (j) Woody Coarse Debris - Logs or root-wads salvaged from on-site deciduous tree clearing and grubbing activity.

Construction

**01040.40** General - Planting areas and plant locations shown on the Plans are approximate unless shown with dimensions. Be responsible for layout and staking for plant placement, subject to approval by the Agency before planting. The Agency will make only field measurements necessary to calculate and verify quantities for payment.

Adjust tree locations to avoid possible conflicts with vehicle recovery Clear Zones, utilities, Structures, miscellaneous appurtenances, and signing, as directed. In mowable grass areas, locate trees at least 10 feet from the edge of plant beds, other trees, fences, and ditch bottoms, unless otherwise specified.

~~**01040.41** Planting Season (West of the Cascades) – Perform all plant installation Work from September 1 to May 15, unless otherwise specified. Container grown materials located within irrigated areas may be planted at other times, depending upon written Agency approval.~~

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Do not place lawn sod before March 15 or after September 30 without written Agency approval.

**01040.42** Planting Season (East of the Cascades) - Perform all plant installation Work from October 15 to November 30, unless otherwise specified. Container-grown materials located within irrigated areas may be planted at other times, depending upon written Agency approval.

### **01040.43** Topsoil:

- (a) Excavation - Prevent fouling of suitable material with subsoil or other detrimental matter. Form stockpiled Soil into windrows at least 6 feet high, not to exceed 13 feet high, to maintain and preserve Soil organism vitality.
- (b) Subsoil Preparation - Grade and finish areas that are to receive Topsoil, allowing for the specified amounts of Topsoil. Scarify or till subsoil that is not loose and friable to a depth of 6 inches and obtain approval from the Agency before placing Topsoil.
- (c) Hauling and Spreading - Haul and spread material without compacting the Topsoil or areas where it is placed. Protect from damage any surrounding objects, Pavement, Structures and areas that are traveled, crossed, or mounted by Equipment.

Smoothly spread the Topsoil over the specified areas to the thickness, grades, and Slopes shown or directed. Avoid wasting Topsoil and do not place material during wet conditions. Do not work saturated Soils in any manner. Material placed contrary to Agency instructions or in undesignated places will not be paid for and removal may be required at the discretion of the Agency.

- (d) Finishing and Cleaning Up - Finish areas covered with Topsoil to proper grade, contour and Cross Section. Cultivate all Topsoil not in a loose and friable condition to a depth of at least 4 inches. Bring the surface to a condition ready for planting operations.

### **01040.44** Select Wetland Topsoil:

- (a) Excavation - Stage construction so that excavated Soils may be moved directly to the Wetland mitigation location. If that is not possible, stockpile the material for not more than 28 days. Water stockpiled material twice weekly and keep moist until used. Form stockpiled Soil into windrows at least 6 feet high, not to exceed 13 feet high, to maintain and preserve Soil organism vitality.
- (b) Subsoil Preparation - Excavate or grade areas to receive selected wetland Topsoil as shown on the Plans and finish as smooth as practicable through one Pass of standard construction Equipment. Have subsoil preparation inspected and approved by the Agency prior to spreading the selected wetland Topsoil.
- (c) Hauling and Spreading - Transport select wetland Topsoil to the site by any means which meets all applicable regulations related to hauling potentially wet or moist materials. Spread the Topsoil to a depth of 6 inches minimum to 24 inches maximum, or to meet the finished elevations as specified on the Plans. Make as smooth as practicable without excessive Soil compaction. After spreading, have the area inspected and approved by the Agency prior to planting.

**01040.45** Soil Amendments - Incorporate Soil amendments into the Topsoil when required by the Soil fertility test and Soil amendment report. The application rate will be verified by checking settings on the spreading or application Equipment.

**01040.46** Soil Bio-Amendments - Incorporate the following Soil bio-amendments into the Topsoil of areas to be planted, according to the recommendations of the Soil bio-amendment report, the Supplier, or the following:

- Bacterial Food Amendments

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- Fungal Food Amendments
- Protozoa Food Amendments
- Nematode Food Amendments
- Microbes and Biostimulants
- Earthworms - Add nine worms per cubic yard of Topsoil (this is approximately three worms for each 10 square feet of Topsoil at 12 inches depth).
- Mycorrhizal inoculation - Incorporate into the planting hole quantities of mycorrhizia sufficient to correct the Soil for the type of plants or grasses being grown.
- Mycorrhizal Inoculation (Injection) – Provide pre-measured packets containing live endomycorrhizal and ectomycorrhizal fungi.
- Mycorrhizal Inoculation (Root Dip) - Apply root dip material containing live endomycorrhizal and ectomycorrhizal fungi.

The application rate will be verified by visual inspection of application rates. A one-time application should be adequate, as long as pesticides, fertilizers or other toxic materials are not used at the same time. If it becomes necessary to apply pesticides that have non-target organism effects, or to apply fertilizer at rates greater than 13 pounds per acre, re-inoculate the organisms about 1 month after the pesticide or fertilizer was applied.

**01040.47** Fertilizers - Incorporate fertilizer based upon recommendations of the Soil amendment and Soil bio-amendment reports or, with Agency approval, at the type and rate as follows:

Plant Bags/Tablets

| Plant             | Rate .....       | Size       |
|-------------------|------------------|------------|
| Tree              | 3 per tree.....  | 3/4 ounce  |
| Shrub             | 2 per shrub..... | 3/4 ounce  |
| Vine/Ground Cover | 1 per plant..... | 3/16 ounce |

Granular Fertilizer Rate

1 pound per tree per application 1/2 pound per shrub per application  
 1/8 pound per vine/ground cover per application

Evenly space planting bags or tablets around plants after planting pits are two-thirds filled with backfill. Mix granular fertilizer into the upper one-half of plant backfill.

The application rate will be verified by visual inspection. Furnish manufacturer or Supplier quality compliance certification according to 00165.35. Ensure that material testing methods meet the requirements of the Oregon Department of Agriculture appropriate to that material.

Do not allow the fertilizer application to conflict with the Soil bio-amendments. In case of questions, provide the Soil bio-amendment Supplier's written recommendations to the Agency.

**01040.48** Planting Area Preparation - All planting areas shall be Weed Free before planting or seeding operations begin. Identify, kill, and remove plants according to 01030.62(b)(3).

Prepare planting areas according to the following methods, or as otherwise specified:

- (a) ~~Method "A" (Cultivated Planting Areas, Non lawn) Cultivate plant beds to a depth of 12 inches. Thoroughly mix 2 inches of Soil conditioners into the top 12 inches of plant beds. In addition, add Soil amendments, Soil bio-amendments and fertilizers, as shown or specified, according to the Soil amendment and Soil bio-amendment reports recommendations, into the top 12 inches of Topsoil.~~

~~Finish grades by raking to a grade tolerance of plus or minus 1 inch, with a smooth and firm condition, and an even grade that is free of undulations or low areas that could create standing water. Match existing grades at the~~

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perimeter. Finish to the proposed grades shown or specified.

On slopes that the Agency determines are too steep to cultivate, plants may be planted in individual planting holes prepared using method "B".

~~(b) Method "B" (Non-Cultivated Planting Areas) — Spray existing weeds and non-desirable vegetation with herbicide to kill all top growth and roots in areas not requiring cultivation. Use herbicides that have limited residual toxicity to permit safe planting as required under the Contract. Do not spray or otherwise harm plants to be saved. After inspection and approval, remove the dead top growth of plant material within 2 inches of the surface and dispose of according to Section 00320. Replace plants to be saved that are damaged by herbicide application at no additional cost to the Agency.~~

Add any Soil conditioners, Soil amendments, Soil bio-amendments or fertilizers with the backfill at each plant pit or to the seeding operation.

Finish Wetland mitigation planting areas to specified finish elevations, blending to existing ground smoothly, as required and directed. Except for projects that are less than 1 year in duration and unless otherwise approved, review the seasonal hydrology of the area to be planted for one full winter season (November 15 to February 28) prior to planting any wetland plants. Adjust plant types and planting locations as required or directed, based on the review of site hydrology.

When planting seedling plants, completely scalp vegetation from a 12 inch diameter area around each planting hole. Clear all debris such as wood and rocks from the planting spots, provided debris is not deeper than 12 inches. When debris is deeper, move the planting location. Use herbicides around seedlings only upon written approval of the Agency.

~~(c) Method "C" (Sod Lawn and Seeded Lawn Areas) — Cultivate existing ground to a depth of 6 inches, achieving a loose and friable condition suitable for fine grading. Remove all vegetation, rocks larger than 2 inch diameter, clods, roots, sticks, debris, and other matter detrimental to the growth of sod.~~

Uniformly spread Soil conditioners, Soil amendments, Soil bio-amendments, and fertilizer evenly over the area and thoroughly rototill into the Soil to a depth of 4 inches. Apply at rates recommended by Soil testing, or as follows:

Material Rate (per 100 square yards)

|                                 |                |
|---------------------------------|----------------|
| Soil Conditioner.....           | 1/2 cubic yard |
| Fertilizer.....                 | 10 pounds      |
| Lime (Western Oregon only)..... | 40 pounds      |

Fine grade and roll planting areas with a water-filled roller to provide a fine textured, smooth, firm surface, free of undulations, irregularities or low areas that could create standing water. Grade areas receiving sod to within 1/2 inch of the designed grades, and 1 inch below adjacent walks, curbs and Pavement. Since sod thickness varies, adjust initial grades so the final sod Soil level is slightly below adjacent hard surface grades. Ensure that final sod grade does not create a pedestrian tripping hazard.

Furnish the Agency with sod mixture information and a quality compliance certificate from the sod grower, certifying sod compliance with mixture requirements, according to 04040.10.

Prior to completion of any sodding and seeding, re-grade ruts, footprints, washouts, or any other irregularities, and re-seed or re-sod repaired areas as originally specified.

~~(d) Method "D" (Rough Areas Seeded for Revegetation or Erosion Control) — Remove any matter detrimental or toxic to the growth of plants, including weeds, clods, rocks or debris. On Slopes 1V:3H or flatter, remove all debris larger than 2 inches in any dimension. On cut Slopes 1V:1.5H or flatter, roughen the surface with furrows parallel with slope contours and loosen the Soil to a depth between 3 inches and 6 inches.~~



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(e) ~~Method "E" (Temporary Seeding Areas) – If grading is required or directed, make Equipment Passes at right angles to the slope in order to form seed holding tracks in the Soil.~~

(f) Method "F" (Replacement) - Remove existing unclassified material s to limits and depths specified in plans. Replace excavated material with specified compost and loam mix.

Finish grades by raking to a grade tolerance of plus or minus 1 inch, with a smooth and firm condition, and an even grade that is free of undulations or low areas that could create standing water. Match existing grades at the perimeter. Finish to the proposed grades shown or specified.

**01040.49** General Planting - Plant trees, shrubs, groundcover, vines, and bulbs using the following practices:

- Inspect plants after arrival at the Project and before planting. Do not install plant materials until each required inspection by the Agency is complete. Replace plants not meeting the requirements of the Specifications with plants as specified or otherwise directed, at no additional cost to the Agency. Initial approval of plant materials for planting by the Agency will not constitute final acceptance.
- Protect all plants during shipping, handling, storage, and planting from windburn or exposure to harmful weather conditions, and root or root ball drying.
- When excavating planting holes, stockpile excavated Topsoil separately from subsoil. Do not include alkali Soil, subsoil, gravel, debris or rocks in the Topsoil. Dispose of any substandard excavated materials in a manner not harmful to plants or planting Work. Scarify planting pit sides and bottoms to eliminate glazed surfaces. Dispose of excess Soil in a manner that is not harmful to plants or planting Work.
- Do not plant in standing water unless approved by the Agency. If standing water is present within a plant pit, notify the Agency prior to planting to determine what corrective measures are required.
- Excavate tree plant pits as directed in plans. Dig shrub plant pits a minimum of 1 foot larger than the root ball diameter. Dig pits to the same depth as the root ball, root mass, or container. Spread root systems of bare root plants and container stock as necessary to keep plants from being root bound.
- Cleanly cut off broken or frayed roots of bare-root plants before planting. Spread out roots in their natural position within the pit and trim only damaged roots as approved by the Agency. Remove all labels, tags and attachment materials from the plants before final inspection.
- Set upright growing plants straight and plumb, and prostrate growing plants level to the ground surface. Set all plants so that, after settlement, they are at the same level as when growing in the nursery or container.
- Place the backfill then add Soil amendments, Soil bio-amendments, and fertilizers as recommended by the Soil amendment and bio-amendment reports. Moisten backfill completely after placing to eliminate air pockets and minimize settlement of the backfill. Form a shallow (2 inch high) water-holding saucer in the Soil around the plant unless directed otherwise.
- Balled and burlapped plants may be placed with the root ball wrapping removed or, if all materials are untreated and fully biodegradable, left in place. If the root ball wrapping (burlap) is left around the plant, completely remove all tie wire, string or twine and fold down the burlap from the top half of the root ball.
- Perform any required pruning using good horticultural practice appropriate to the type of plant. Prune to remove all dead, damaged, crossed or rubbing twigs and branches, and to compensate for loss of roots during planting. Make cuts close to the parent stem, but not flush or through the bark "knob" at the branch joint. Do not prune terminal ends of tree leaders without approval of the Agency.
- Apply bark or wood chip mulch of the type and depth as shown. Correct contamination of new mulch due to the Contractor's operations at no additional cost to the Agency. Feather mulch into plant material trunks, stems, canes or root collars, and leave 1 inch below the top of junction and valve boxes, curbs and Pavement edges. Any mulch placed to a thickness greater than specified will be at no additional cost to the Agency.
- Do not disturb protected existing vegetation unless approved by the Agency prior to construction.
- Dig pits for street trees that have hard surfaces around them so the crown of the root ball is 3 inches below the finished surface of the surrounding grade.

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- Water deciduous trees that are 1 1/2 inches or larger in diameter, conifer trees that are over 4 feet in height, and all shrubs at a minimum frequency identified in the Special Provisions.

**01040.50** Special Planting Requirements:

- (a) Transplanted Specimen Plants - Use the following methods for transplanting specimen plants, unless otherwise specified:

- (1) Mechanical Digging - Use a tree spade unless otherwise directed. Move only during the season that the tree is dormant. Treat deciduous plants with anti-transpirant prior to excavation. Confirm with the Agency that the size of the spade is appropriate to the size and type of tree prior to beginning Work. Dig the receiving hole prior to digging the tree to be transplanted. Take care not to damage the tree bark. Refill the original hole after transplanting. Do not move Oregon White Oak (*Quercus garryana*) by this method.
- (2) Hand Digging - Before digging, obtain approval from the Agency for the size of container or root ball to be used for each plant. Begin digging at a diameter greater than the expected size of the root ball and remove dirt toward the plant until the surface roots show. When completely dug, secure the root ball with burlap and twine, wire basket or in a wooden box. Take special care to dig deep enough so that the taproot is not cut until it is smaller than 3/8 inch. Take care not to damage the tree bark. Refill the original hole and compact the Soil after transplanting.

Install perforated plastic drainpipe as shown. Add fertilizer, Soil amendments or bio- amendments to backfill Topsoil mixture. Stake or guy the tree as specified.

Provide one application of anti-transpirant before transplanting, and one application of Vitamin B1 growth hormone after planting to each specimen plant according to the manufacturer's recommendations.

Perform all replanting of specimen plants according to 01040.41 and 01040.42.

- (b) Staking and Guying Trees - Stake and guy all planted trees.

- (c) Seedling Trees - Plant seedling trees using one of the following three methods:

- Planting hoe capable of opening a vertical hole broken out on three sides, with a minimum blade length of 12 inches and width of 3 inches.
- Planting shovel capable of opening a vertical hole broken out on three sides and at least 10 inches deep.
- Normal bare-root planting method.

No pre-staking of planting locations will be required. The Agency will be present as planting begins and will approve the spacing, planting method, and areas to be planted before Work can begin. Vary plant spacing in order to allow seedlings to be planted in suitable Soil. During the planting process, remove one tree at a time from the planting bag or other container to prevent drying of roots.

Place the roots of each seedling in the ground so that they assume a natural arrangement and do not twist, angle, bunch together or turn up at the ends. Plant seedlings so that the root collar is at or above the ground plane by no more than 1/2 inch. During planting, tamp Soil around the roots in the lower half of the hole. Then fill the hole to the surrounding Soil level and firmly pack so that no air pockets remain around the roots.

Ensure that seedlings do not pull loose with a tug strong enough to detach a small group of needles or small branch ends as applicable. Place a stake at the edge of each planting pit and install browsing protection and browsing repellent.

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- (d) Tubeling Plants - Place the tubeling into the planting pit without breaking the root mass. Set the top of the root collar 1/2 inch above finish grade, and gently tamp Soil around the plant to compact the backfill. Place a stake at the edge of the plant pit and attach a browsing protector around each plant.
- (e) Collected Plants - After plants become dormant, excavate collected plants by hand, protecting the root mass against drying, freezing or breaking. If possible, plant all collected stock the same Day as gathered, or transport to a local nursery for temporary storage until final planting.

If immediate planting is not possible, place collected plants in heavy paper or plastic with slightly damp Peat moss or sterile potting Soil. Store dormant plants at 32 °F to 37 °F until planting. Examine stored material frequently for signs of stress or disease and correct storage conditions as necessary. Plant collected plants before dormant bud development.

- (f) Bulbs - Plant dormant bulbs at a depth of 1 inch to 2 inches or to the grade they grew naturally. Compact the Soil firmly around the bulbs to prevent float-out and ensure good establishment. Dig holes large enough to naturally space bulbs within the planting area.
- (g) Plant Cuttings - Collect and plant the cuttings while in winter dormancy, generally between October and March. Notify the Agency if conflicts exist with permit requirements. Store all cut material in ventilated plastic containers that allow free flow of water. Protect root systems from excessive drying at all times. Do not store plants in airtight containers.

Plant stock within 4 hours of harvest. If plants are a willow species, plant in the riparian zone on that portion of the slope where the plant stem ends will be in contact with year-round moist Soil as determined by the Agency. Make planting holes by forcing a steel bar or similar tool into the ground about 12 inches deep. Place the cuttings into the holes and tamp Soil firmly around the stems, leaving a minimum of 6 inches showing. Vary these dimensions as required for larger plant cuttings.

**01040.51** Planting Wetland Plants - When planting wetland plants, do not use Soil amendments, mulch, or fertilizer. Plant rhizomes, tubers and plugs within the upper 2 inches to 3 inches in exposed muddy or moist Soils. When the water depth reaches or exceeds 1 inch notify the Agency of the potential need for adjustment to the planting.

**01040.52** Placing Sod Lawn - Place sod only after approval of the Agency. Immediately before placing sod, water the Soil bed to prevent drying of grass roots. Lay the first sod row in a straight line, then place subsequent rows parallel to and tightly against each other, staggering lateral joints. Do not stretch or overlap the sod. Tightly butt all joints. Do not use sod segments containing less than 2 square feet of surface area.

After placement, diagonally roll and thoroughly water the sod. Apply a second application of 22-16-8 fertilizer at the rate of 510 pounds per 100 square yards and thoroughly water.

**01040.53** Mulch - Apply mulch according to the following:

- (a) Ornamental Plant Bed Areas - Submit a 15 pound sample of bark mulch to the Agency for visual inspection and approval. The approved sample will be the standard of acceptability for all mulch used on the Project.

Apply bark mulch after beds are made free of weeds and debris, the surface is brought to a smooth finished grade, and all planting Work (except for vines and groundcovers) is complete. Uniformly bark mulch planted areas to a nominal depth of 2 inches with bark mulch. Apply bark mulch so that it presents a smooth and even appearance as approved by the Agency (raking may be required).

Keep bark mulch off plants, Structures, Roadways, Shoulders, walks, and lawns. Uncover all plants covered by mulch material as soon as possible and leave the site in a neat, clean and finished appearance. When planting vines or groundcover, rake bark mulch away from planting pits so that the bark is not contaminated. After planting, evenly spread excess Soil and rake bark mulch back into place.

Replace bark mulch that is displaced or blown away, and correct to the specified depth any bark mulch placed to a greater than specified depth, at no additional cost to the Agency.

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Spread Rock or cinder mulch to a depth of 2 inches after planting trees and shrubs. Spread compost on top of the Soil to a nominal depth of 3 inches.

(b) Non-Ornamental Plant Bed Areas - Apply mulch according to one of the following methods:

- (1) Straw Mulch - Spread grass straw mulch to a nominal 2 inch depth and tackify, after planting of tubeling plants and seeding as required.
- (2) Wood Chips - Spread wood chips to a nominal depth of 2 inches. Add 15 pounds of Ammonium Nitrate per 1,000 square feet to neutralize nitrogen loss.
- (3) Compost Blanket - Spread compost on top of the Soil to a nominal depth of 3 inches.

**01040.54** Water - Water all plants at intervals as required to maintain and promote healthy growth. Avoid excessive watering of shrub bed areas that may leach herbicide and damage adjacent lawns or desirable or protected vegetation. Repair all lawn vegetation damage at no additional cost to the Agency.

(a) Pressure Moisture Stress Sensor - When a pressure moisture stress sensor is specified, the Agency will test a 1 to 5 percent representative sample to ensure that the moisture stress level is below 20 bars of pressure and inform the Contractor if any material exceeds this limit. Any plant material found to have greater than 25 bars of pressure will be considered to be under extreme moisture stress. Provide sufficient water within 24 hours to bring the plant into normal range. The Agency will retest to determine the new representative pressure. Plant material that have 30 bars or greater will be considered to have reached its permanent wilting point. Replace all such material during the next planting period. Testing will occur mid-day at the following times until the end of the Establishment Periods:

- After plant delivery, during temporary storage, and before planting.
- At 1 month intervals throughout the summer season, up to the first fall rain or snow.
- At weekly intervals during extremely hot or dry summer periods.
- Any time the Agency believes the plant material may be under stress.

(b) Moisture Retention Chemicals - Utilize moisture retention chemicals according to the manufacturer's recommendation, depending upon specific applications.

**01040.55** Miscellaneous Items - Place or install miscellaneous items as follows:

- (a) Boulders - Place Boulders in locations as shown. Do not scar or break Boulders with Equipment. Ensure that one-third to one-half of each Rock is buried beneath finish grade. Verify all Rock placements with the Agency prior to installation.
- (b) Tree Grates - Install grates, frames, and appurtenances as shown and according to the manufacturer's recommendations. Place frames flush at sidewalks and place guards plumb according to the manufactures recommendations.
- (c) Weed Control Geotextile - Place weed control geotextile at finish Soil grade when planting is complete but before mulch placement begins. Place weed control geotextile with a minimum 4 inch overlap between rolls, turned under edges, and attached to the ground as recommended by the manufacturer.
- (d) Woody Coarse Debris - Place woody coarse debris within the stream channel, facing upstream at approximately 45 degrees from the stream bank, or as shown or as directed. Anchor woody coarse debris to the stream channel bottom as shown.

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- (e) Anti-transpirant - Apply anti-transpirant according to the manufacturer's directions to all exposed foliage surfaces immediately before materials are delivered to the Project, or as otherwise specified. Provide certification of compliance.
- (f) Game Repellent - Apply a game repellent to all exposed foliage surfaces immediately after materials are planted, or as otherwise specified. Re-apply to each plant every 120 days, or according to the manufacturer's printed instructions, until the end of the plant Establishment Period.
- (g) Browsing Protectors - Install browsing protectors according to the manufacturer's recommendations.
- (h) Root Barrier - Install root barrier according to the manufacturer's recommendation.
- (i) Tree Stakes and Ties - Place tree stakes parallel with the prevailing winds and drive vertically into the ground at least 12 inches below the planting hole depth, or as shown. Do not drive stakes through the root ball.
- (j) Trunk Wraps - Wrap tree trunks with the specified wrap, covering all exposed trunk between finish ground and the first whorl of tree branches.

**01040.56** Cleanup During Construction - Maintain the Project in a neat, orderly condition. Remove unsightly construction materials at the end of each working shift. Clean all Pavement surfaces of mud, debris, or other materials that may, in the opinion of the Agency, cause problems. If material is not removed, the Agency reserves the right to have the cleanup Work performed and deduct the value of this Work from the monies otherwise due the Contractor.

### Plant Establishment

**01040.70** General - The Contractor is responsible for the survival of all plant material until the end of a plant Establishment Period of 1 calendar year. The plant Establishment Period will begin when all the original planting is complete. The original planting is considered complete when all the plant material has been planted to the satisfaction of the Agency.

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

**01040.71** Plant Care and Success Criteria - During the plant Establishment Period, maintain plants in a vigorous growing condition by regularly doing the following:

- Watering and fertilizing sufficiently to promote growth.
- Weeding, cultivating, pruning, and repairing.
- Adjusting tree stakes and guys.
- Controlling weeds before they seed according to 01040.48.
- Controlling pests and noxious weeds before the reproductive cycle.
- Removing dead or non-vigorous plants.
- Replacing missing plants.
- Re-mulching of plant bed areas.

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The determination of a successful plant Establishment Period will be made at periodic plant establishment inspections. A successful planting establishment for each inspection is defined as follows:

- All plants are surviving and have vigorous growth.
- Plants are free of insects and disease.
- Plants show signs of continuing health.
- Plants have not reached permanent wilting point.

At the discretion of the Agency, certain types of regularly spaced plantings such as groundcovers may be measured using an area sampling method. To determine the rate of survival, set out (delineate) representative plots measuring 100 square feet at the completion of the original planting at random locations in each general planting area. The representative plots will be mutually agreed upon between the Contractor and the Agency. Mark the plot corners with permanent markers such as re-bar, including date and identification. Delineate a minimum of three plots per acre of new planting area.

The use of representative plots is intended to simplify the measurement of planting establishment Work. If Work within the representative plots does not accurately reflect the condition of the entire planting areas, the Agency reserves the right to reject all establishment Work.

**01040.72** Periodic Inspections - During the plant Establishment Period, the Agency will make three plant establishment inspections jointly with the Contractor at the following times:

- Spring, early May
- Summer, mid-July
- Fall, late September

Depending on when the Establishment Period begins, one of the above inspections will be the final inspection.

During each plant establishment inspection, the Agency may determine, based upon the specified success criteria, that corrective Work is required. If so, the Agency will provide the Contractor with a written notice of required corrective Work sent by hand-delivery or mail.

**01040.73** Corrective Work - Complete all corrective Work within 15 Calendar Days after receiving the written notice of the required corrective Work to be taken. The 15-Day requirement excludes those days the Agency determines to be impractical for working.

The Contractor will be allowed to replace plants outside the Planting Season to perform corrective Work after each periodic inspection.

Provide plant replacements of the same variety, size, and quality as specified for the original plants, unless otherwise approved.

Notify the Agency when the corrective Work is complete. When the corrective Work has been re-inspected and is completed to the satisfaction of the Agency, the appropriate partial payment due the Contractor will be made.

If the Contractor does not perform the corrective Work within the 15-Day period after written notification, excluding those days the Agency determines to be impractical for working, the Agency may have the corrective Work done by others and deduct the entire cost of the corrective Work from monies due or to become due the Contractor under the Contract.

**01040.75** Weed Control - Provide weed control according to 01030.42.

**01040.77** Plant Establishment (Ornamental Areas) - In addition to these plant establishment requirements, perform the following:

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- (a) Watering, Fertilizing, and Mulching - Water all plants at the required intervals using the installed permanent or temporary irrigation systems, or such means as has been established for the Project. Avoid excessive watering of shrub areas adjacent to lawns that may leach herbicide and damage the lawn. Repair damaged lawns at no additional cost to the Agency.

If specified for the original planting, re-fertilize plants to promote vigorous growth.

Maintain the plant bed mulch at a 2 inch depth during establishment, unless otherwise specified. Rake to a smooth and even finish grade.

- (b) Trimming and Pruning - Prune in order to enhance the natural growth of plants, eliminate dead growth and crossing branches, maintain growth within available space, minimize overgrowth onto walks and walls, and minimize tree canopy damage from winds.

Prune during the dormant season unless otherwise specified. Remove and dispose of all dead and critically damaged plant material to maintain the overall appearance of the Project.

- (c) Transplanted Specimen Plants - Care for transplanted specimen plants immediately after the planting Work is completed. Water, fertilize, and protect specimen plants against disease and infestation as required to ensure the plants remain healthy and vigorous. Final acceptance of transplanted specimen plants will depend on plant health and condition.

- (d) Sod Lawn - Mow, cut and fertilize sod lawns as required to maintain a healthy and vigorous condition. A schedule of feeding, mowing, and general treatment, including thatching and aeration will be listed in the Special Provisions. Final acceptance of sod lawn areas will depend on its health and condition. Keep sod lawns mowed to a height between 1 1/2 inches to 2 inches.

Do not perform the first mowing until the sod is firmly rooted and secure in place. Remove no more than one-third of the grass leaf during initial or subsequent cuttings.

**01040.78 Plant Establishment (Mitigation or Other Non-Ornamental Areas):**

- (a) Watering and Mulching - Water all plants as necessary to promote and maintain growth using temporary irrigation methods. Keep planted areas raked to a smooth and even finish grade. Maintain mulch within plant saucers at a 2 inch depth, unless otherwise specified.
- (b) Weeding - Perform weed control activities according to 01030.42.
- (c) Soil Testing and Corrective Soil Amendments - If specified for the original planting, have a Soil test performed by a Soil ecology lab between the second and third periodic inspection. Present the recommendations to the Agency at the third inspection. Apply the amendments as recommended by the Soil test report and as directed by the Agency.

**01040.79 Final Inspection** - After plant replacement Work and any other required Work has been completed, the Agency will make a final inspection. Ensure that all plant materials, planting beds and other facilities are according to the Specifications as a prerequisite for acceptance.

**Measurement**

**01040.80 Measurement** - The quantities of plantings and associated Work performed under this Section will be measured according to the following:

- (a) Soil Testing - Soil testing will be measured on the unit basis for each test that is completed and accepted. Soil testing includes the required sampling, testing, analyses, and reports for one or more of the following:

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- Soil particle size range test.
  - Soil fertility test and Soil amendment report (including chemical analysis, acidity, salinity).
  - Soil ecology analysis and Soil bio-amendment report.
- (b) Topsoil and Wetland Topsoil - Topsoil and wetland Topsoil will be measured on the volume basis in the hauling vehicle.

Topsoil taken from the required excavations according to 00330.10 will be measured according to 00330.82.

- (c) Soil Conditioners - Soil conditioners will be measured on the volume basis in the hauling vehicle or in containers delivered to the Project site.

- (d) Plant Materials - Plant Materials will be measured according to one of the following:

- Unit Basis - Under this method, plant Materials will be measured on a unit basis.
- Average Area - This method may be used when a plant bed area is greater than or equal to 3,000 square yards and will be measured as follows:
  - The total plant bed area will be measured on the area basis, along the ground surface.
  - 1 to 5 percent of the plant bed area will be selected and staked as 30 square yard representative plots.
  - All the plants in each staked representative plot will be counted. Unless otherwise approved, if the number of plants in a plot exceeds the number of required plants of the representative plot, the number of required plants will be used to represent the plot.
  - Based on the results of the plant count, the average number of plants per plot will be calculated.
  - The quantities of each item will be based on the calculated average number of plants per plot multiplied by the number of plots in the total plant bed area.

- (e) Sod Lawn - Sod lawn will be measured on an area basis on the ground surface.

- (f) Mulch - Mulch will be measured on the volume basis in the hauling vehicle, or on the weight basis.

- (g) Miscellaneous - Miscellaneous items will be measured as follows:

- Tree Grates - Tree grates will be measured on a unit basis. One grate includes two half grates, frame, hardware, tree guards, and appurtenances.
- Woody Coarse Debris - Woody coarse debris will be measure on a unit basis.
- Boulders - Boulders will be measured on a unit basis or on the weight basis.
- Root Barrier - Root barrier will be measured on the length basis.
- Weed Control Geotextile - Weed control geotextile will be measured on the area basis on the ground.

**Payment**

**01040.90** Payment - The accepted quantities of plantings and associated Work performed under this Section will be paid for according to the following:

- (a) Soil Testing - Soil tests will be paid for at the Contract unit price, per each, for the item "Soil Testing".

Payment includes mobilization, Soil sampling, testing, analyses, and preparation of the Soil amendment and bio-



CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

amendment reports.

- (b) Topsoil and Wetland Topsoil - Topsoil, not taken from required excavations, will be paid for at the Contract unit price, per cubic yard, for the item "Topsoil".

Wetland Topsoil, taken from either the Project excavations or imported from other sites, will be paid for at the Contract unit price, per cubic yard, for the item "Wetland Topsoil".

Topsoil taken from required excavations according to 00330.10 will be paid for according to 00330.94.

No payment will be made for Topsoil or wetland Topsoil that is placed in nondesignated areas or which is contrary to the Agency's instructions.

- (c) Soil Conditioners - Soil conditioners will be paid for at the Contract unit price, per cubic yard, for the item "Soil Conditioner".

- (d) Plant Materials - Plants will be paid for at the Contract unit price, per each, for the appropriate items listed in the Contract Schedule of Items. Plant Materials will be listed by caliper size, size of container, or other size, or condition shown.

Transplanted plants will be paid for at the Contract unit price, per each, for the item "Transplanted Specimen Plants".

Partial payments for plant Materials will be made as follows:

|   |     |
|---|-----|
| At the time of the original planting.....             | 30% |
| After the first plant establishment inspection.....   | 10% |
| After the second plant establishment inspection ..... | 10% |
| After the third plant establishment inspection.....   | 10% |
| At completion of the Establishment Period.....        | 40% |

Partial payments made throughout the Establishment Period will be made for all surviving and replaced plants.

Upon completion of the Establishment Period, full payment will be made for all surviving and replaced plants, except for corrective Work performed by others according to 01040.73 The Agency will pay the Contract unit price only once for the specified quantity, whether or not plants are replaced.

If the Contractor requests partial payment for plant Materials on hand, payment will be made according to 00195.60.

- (e) Sod Lawn - Sod lawn will be paid for at the Contract unit price, per square yard, for the item "Sod Lawn".

- (f) Mulch - Mulch will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item Unit of Measurement

|                            |            |
|----------------------------|------------|
| (a) Bark Mulch .....       | Cubic Yard |
| (b) Cinder Mulch.....      | Cubic Yard |
| (c) Compost Mulch .....    | Cubic Yard |
| (d) Wood Chip Mulch.....   | Cubic Yard |
| (e) Grass Straw Mulch..... | Ton        |
| (f) Rock Mulch .....       | Ton        |

- (g) Miscellaneous - The accepted quantities of miscellaneous items will be paid for at the Contract unit price, per unit of measurement, for the following items:

CITY OF WARRENTON – WARRENTON URBAN RENEWAL LANDSCAPE IMPROVEMENTS 2019

Pay Item Unit of Measurement

- (a) Tree Grates.....Each
- (b) Woody Coarse Debris.....Each
- (c) Boulders..... Each or Ton
- (d) Root Barrier..... Foot
- (e) Weed Control Geotextile ..... Square Foot

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

No separate or additional payment will be made for:

- Soil amendments
- lime, gypsum, or trace minerals
- Soil bio-amendments
- Fertilizer
- Herbicides
- anti-transpirants
- game repellent
- browsing protectors
- pesticides
- trunk wraps
- tree stakes and ties
- water
- pressure moisture stress sensors
- mulch materials required as part of replacement planting
- corrective Work during the plant Establishment Period

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# **CIVIL PROJECT DRAWINGS**

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|       |   |     |          |
|-------|---|-----|----------|
| SHEET | 1 | OF  | 5        |
| DATE  |   | NO. | REVISION |
| DATE  |   | NO. | REVISION |
| DATE  |   | NO. | REVISION |
| DATE  |   | NO. | REVISION |
| DATE  |   | NO. | REVISION |
| DATE  |   | NO. | REVISION |
| DATE  |   | NO. | REVISION |
| DATE  |   | NO. | REVISION |
| DATE  |   | NO. | REVISION |
| DATE  |   | NO. | REVISION |

**WARRENTON MEMORIAL PLAZA**  
**LANDSCAPE IMPROVEMENTS 2019**  
**CIVIL COVER SHEET**

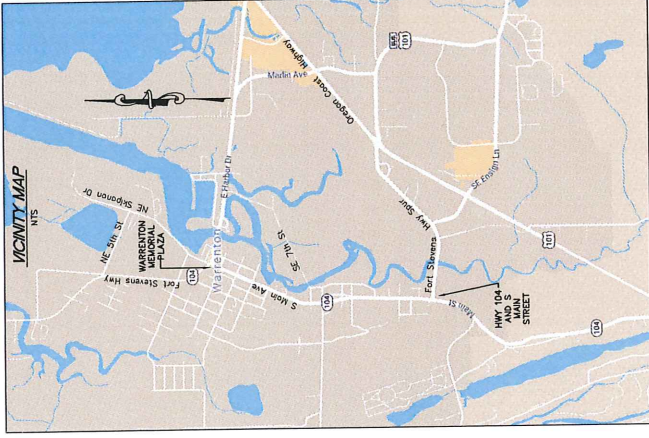
DATE: MARCH 23, 2018  
 LOCATION: WARRENTON, OREGON  
 SECTION: TMP, RANOE, TL  
 21AD  
 BN  
 10W

SCALE: HORIZ: 1" = 10'

95 S. COTTAGE AVE  
 PORTLAND, OR 97205  
 PH: 503.738.4320  
 FX: 503.738.7834

DATE OF PLOT: 5/19/19

**CKI**  
 CIVIL ENGINEERING  
 LAND SURVEYING - PLANNING



**SHEET INDEX**

- 1) CIVIL COVER SHEET
- 2) CIVIL SITE PLAN
- 3) GRADING AND DRAINAGE PLAN
- 4) DETAILS
- 5) HIGHWAY 104 AND S. MAIN STREET GRADING PLAN

**LEGEND**

|           |                               |
|-----------|-------------------------------|
| - - - - - | EXISTING GROUND CONTOUR       |
| =====     | EXISTING CURB TO REMAIN       |
| =====     | EXISTING CURB TO BE REMOVED   |
| o         | ALDER TREE SIZE AS NOTED      |
| o         | SPOT ELEVATION                |
| o         | CATCH BASIN                   |
| o         | POWER POLE & CITY ANCHOR      |
| o         | EXISTING SIGN                 |
| - - - - - | OVERHEAD UTILITY LINE         |
| - - - - - | UNDERGROUND GAS LINE          |
| - - - - - | UNDERGROUND WATER LINE        |
| - - - - - | UNDERGROUND TELEPHONE LINE    |
| o         | TELEPHONE MANHOLE             |
| o         | PROPOSED ELEC OUTLET LOCATION |
| o         | PROPOSED CONDUIT LOCATION     |
| - - - - - | PROPOSED GRADE BREAK          |
| o         | PROPOSED STORM LINE           |
| o         | PROPOSED CURB                 |

**NOTES**

**CGI GENERAL NOTES**

THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND LICENSES FROM THE CITY OF WARRENTON, OREGON, PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND LICENSES FROM THE CITY OF WARRENTON, OREGON, PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND LICENSES FROM THE CITY OF WARRENTON, OREGON, PRIOR TO COMMENCING WORK.

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**UTILITY CONTACTS**

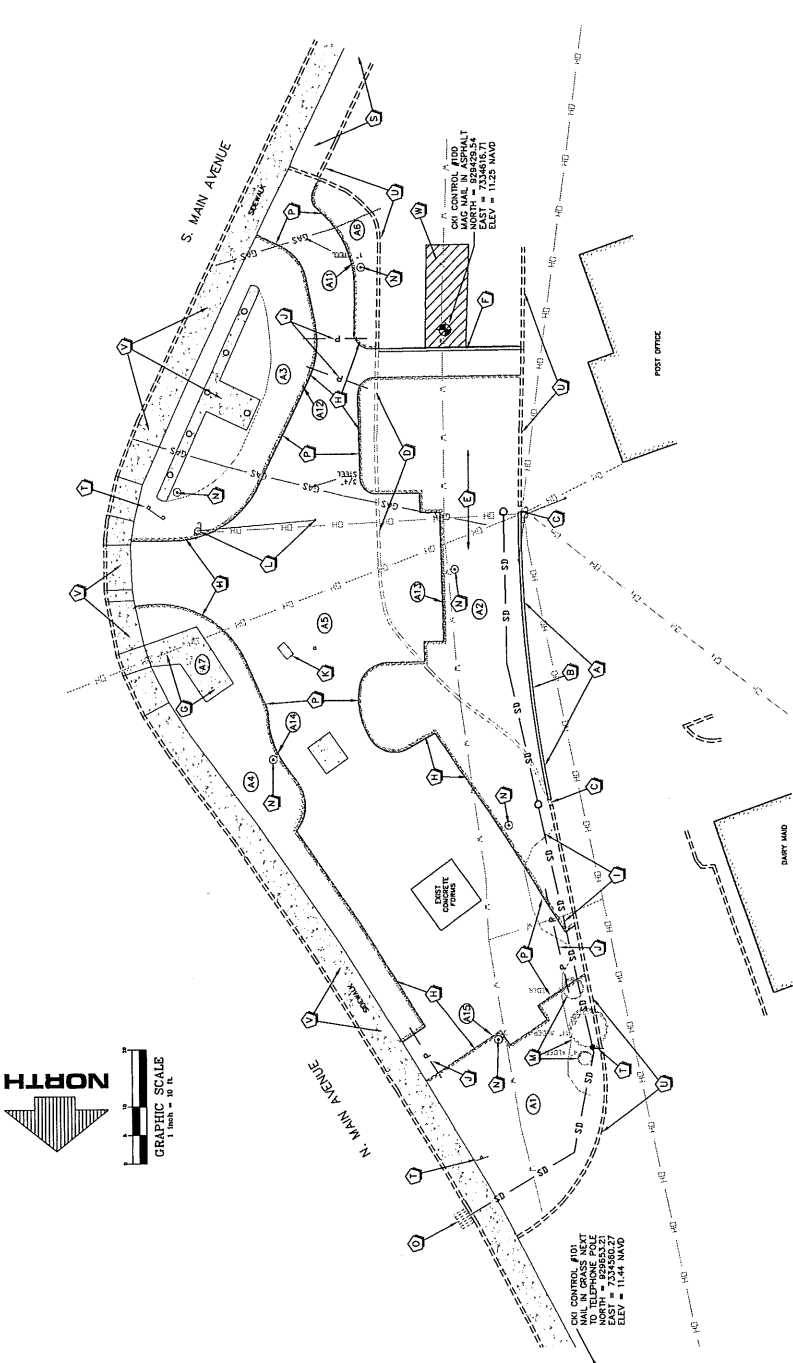
| UTILITY TYPE             | UTILITY COMPANY          | CONTACT NAME      | CONTACT NUMBER |
|--------------------------|--------------------------|-------------------|----------------|
| STATE HIGHWAY            | ODOT DISTRICT 1          | VERONICA WILLIAMS | 503 325 7222   |
| LOCAL ROADS              | CITY OF WARRENTON        | COLLIN STELZIG    | 503 861 0917   |
| WATER AND SEWER          | CITY OF WARRENTON        | COLLIN STELZIG    | 503 861 0917   |
| ONE CALL UTILITY LOCATES | ONE CALL UTILITY LOCATES | N/A               | 800 332 3244   |
| ELECTRICITY              | PACIFIC POWER            | MARILYN BROCKEY   | 503 861 6005   |
| CABLE TELEVISION         | SPECTRUM/CHARTER         | BILL HOWL         | 503 298-0129   |
| GAS                      | NORTHWEST NATURAL GAS    | RICH GERARD       | 360 921 0314   |
| TELEPHONE                | CENTURYLINK              | MICHAEL MOESNER   | 503 242 7676   |

WARRENTON URBAN RENEWAL  
 LANDSCAPE IMPROVEMENTS 2019  
 WARRENTON MEMORIAL PLAZA  
 CIVIL SITE PLAN

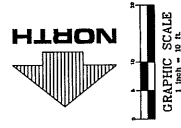
SCALE: AS SHOWN  
 DATE: MARCH 23, 2018  
 LOCATION: WARRENTON, OREGON  
 SECTION: TR. PLANNING  
 BN 10M  
 21AD

CHECKED: [ ]  
 DESIGNED: [ ]  
 DATE NO. REVISION: [ ]

SHEET 5 OF 2



- GENERAL NOTES:
1. ROAD BED REMOVAL SHALL BE TO NATIVE SOILS. FOR PLANTING AREAS EXCAVATION SHALL BE TO 2' BELOW FINISH GRADE AND 3' BELOW FINISH GRADE. IN PROPOSED TREE AREAS.
  2. SEE LANDSCAPING PLANS FOR PLANTING SOILS.
  3. PRESERVE AND MARK ALL EXISTING SITE INTERIOR CURBS, SIDEWALKS AND MONUMENT SURFACES. PROTECT AND DO NOT PRESSURE WASH BRICK, PLAQUES, STATUES OR PAINTED SURFACES.



- NOTES**
1. SAWCUT EXISTING ASPHALT FOR INSTALLATION OF NEW CURB (33 LF).
  2. CONSTRUCT 51 LF OF STANDARD "C" CURB PER DETAIL 1 SHEET 4.
  3. LEAVE 1'0" GAP IN CURB FOR DRAINAGE (2' TO 2'0" DEEP). WHEN PAVING WITH ASPHALT, BE INSTALLED AND MADE FLUSH WITH ASPHALT.
  4. SAWCUT AND REMOVE EXISTING CURB (33 LF).
  5. REMOVE EXISTING ASPHALT AND ROAD BED MATERIAL (1,543 SF).
  6. CONSTRUCT 29 LF OF STANDARD "C" CURB PER DETAIL SHEET 4.
  7. REMOVE EXISTING CONCRETE.
  8. INSTALL 0.25" WIDE BY 12" DEEP DRAIN RODS PER DETAIL 1 SHEET 4 - SEE DRAIN ROCK SPECIFICATION SHEET 4.
  9. PROPOSED DRAIN LINE - SEE SHEET 3.
  10. INSTALL 6" 3034 PVC CONDUITS FOR FUTURE UTILITIES. 4. LOCATIONS USE MECHANICAL PLUGS IN ENDS. TOTAL OF 80 LF. MIN 36" COVER.
  11. EXISTING ELECTRICAL VAULT TO BE REMOVED.
  12. EXISTING POWER POLE AND CLIP WIRE TO BE REMOVED. POWER TO BE UNDERGROUND TO EXISTING LIGHTING. SEE LANDSCAPING PLANS.
  13. REMOVE EXISTING TREES.
  14. OUTDOOR ELECTRICAL OUTLET REQUIRED AT THESE 6 LOCATIONS (SEE LANDSCAPING PLANS).
  15. INSTALL INLET PROTECTION PER DETAIL 3 SHEET 4.
  16. CONCRETE BORDER ALONG OUTSIDE OF PAVERS.
  17. NOT USED.
  18. NOT USED.
  19. REMOVE AC PAVING AND ROAD BASE BETWEEN THESE 6 LOCATIONS (SEE LANDSCAPING PLANS).
  20. EXISTING SIGNS TO REMAIN.
  21. EXISTING CURBS TO REMAIN.
  22. EXISTING SIDEWALK/CONCRETE TO REMAIN.
  23. EXISTING STRIPING TO REMAIN.

| NUMBER | DESCRIPTION | AREA     |
|--------|-------------|----------|
| 1A     | LANDSCAPE   | 865 SF   |
| 1B     | LANDSCAPE   | 1,885 SF |
| 1C     | LANDSCAPE   | 850 SF   |
| 1D     | LANDSCAPE   | 686 SF   |
| 1E     | NEW PAVERS* | 4,272 SF |
| 1F     | LANDSCAPE   | 147 SF   |
| 1G     | REMOVE CONC | 100 SF   |
| 1H     | DRAIN ROCK  | 19 SF    |
| 1I     | DRAIN ROCK  | 43 SF    |
| 1J     | DRAIN ROCK  | 97 SF    |
| 1K     | DRAIN ROCK  | 56 SF    |
| 1L     | DRAIN ROCK  | 23 SF    |

\*SEE LANDSCAPING DRAWINGS FOR PAVEMENT INSTALLATION

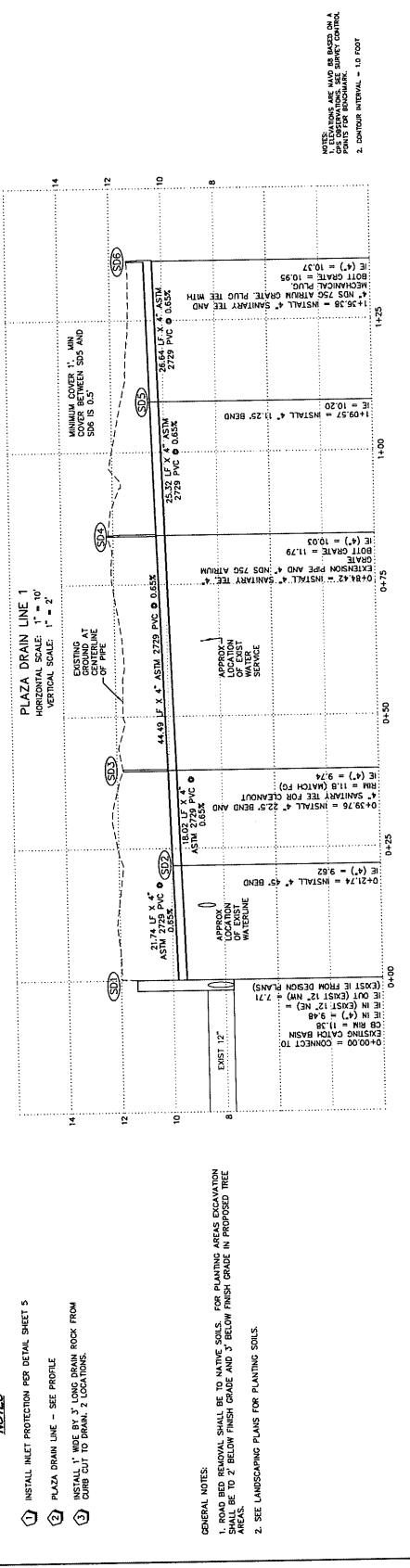
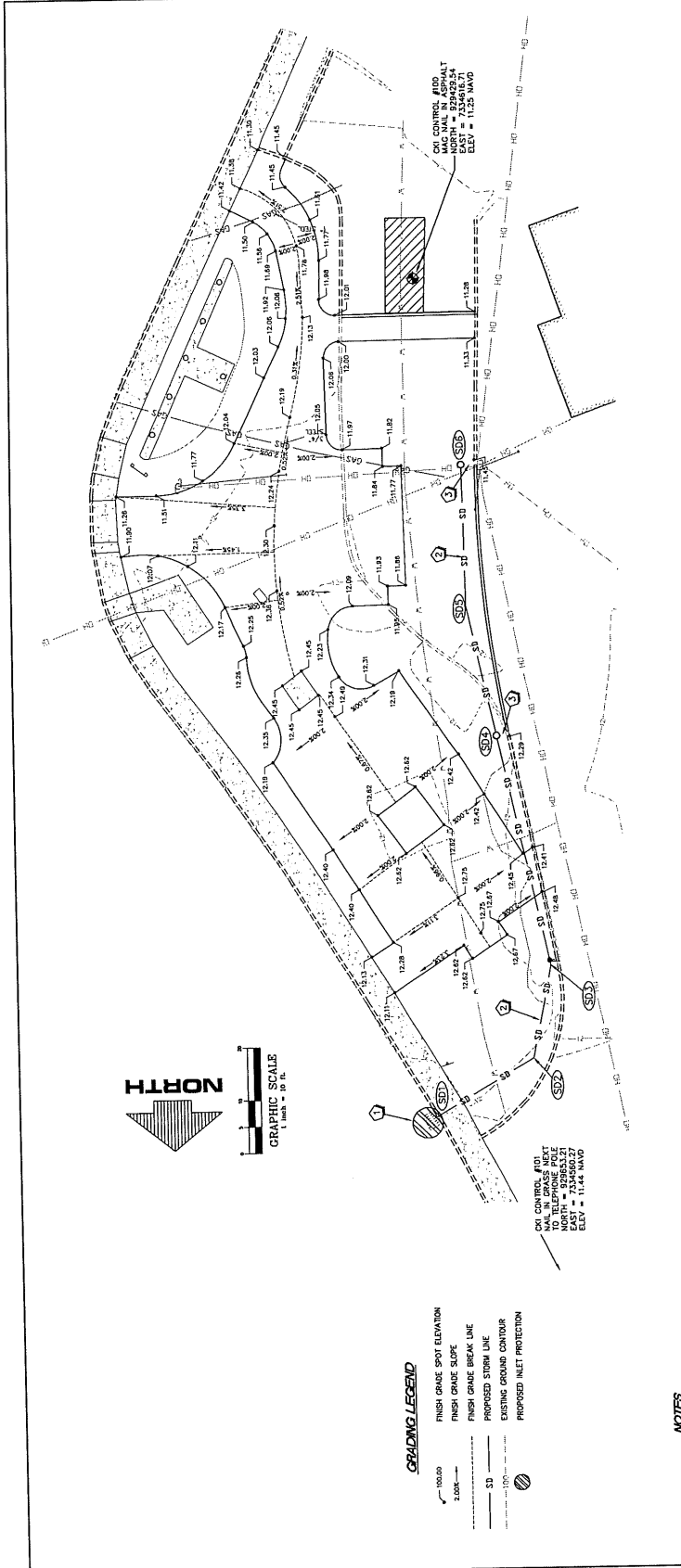
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| SHEET<br>3 | DESIGNED | DATE: MARCH 23, 2018 | LOCATION<br>WARRENTON, OREGON | SECTION<br>WARRENTON MEMORIAL PLAZA | DATE: MARCH 23, 2018 | SCALE<br>HORIZONTAL: 1" = 10' |
|            | DRAWN    |                      |                               |                                     |                      |                               |
| CKI        | CKI      |                      |                               |                                     |                      |                               |
| DESIGNED   | CKI      |                      |                               |                                     |                      |                               |
| DRAWN      | CKI      |                      |                               |                                     |                      |                               |
| CHECKED    | CKI      |                      |                               |                                     |                      |                               |

REVISION DATE: 5/30/2018  
 REVISION: 1  
 PROJECT: LANDSCAPE IMPROVEMENTS 2019  
 CLIENT: WARENTON MEMORIAL PLAZA

WARRENTON MEMORIAL PLAZA  
 LANDSCAPE IMPROVEMENTS 2019  
 GRADING AND DRAINAGE PLAN

95 S. COTTAGE AVE  
 PORTLAND, OR 97209  
 PH: 503.738.4320  
 FAX: 503.738.7834

LAND SURVEYING - PLANNING  
 CIVIL ENGINEERING  
**CKI**



- GRADING LEGEND**
- 100.00 FINISH GRADE SPOT ELEVATION
  - 2.00% FINISH GRADE SLOPE
  - FINISH GRADE BREAK LINE
  - PROPOSED STORM LINE
  - EXISTING GROUND CONTOUR
  - PROPOSED INLET PROTECTION

- NOTES**
1. INSTALL INLET PROTECTION PER DETAIL SHEET 5
  2. PLAZA DRAIN LINE - SEE PROFILE
  3. INSTALL 1" WIDE BY 1' LONG DRAIN ROCK FROM CURB CUT TO DRAIN 2 LOCATIONS.

**GENERAL NOTES:**

1. ROAD BED REMOVAL SHALL BE TO NATIVE SOILS. FOR PLANTING AREAS EXCAVATION SHALL BE TO 2' BELOW FINISH GRADE AND 3' BELOW FINISH GRADE IN PROPOSED TREE AREAS.
2. SEE LANDSCAPING PLANS FOR PLANTING SOILS.

NOTES:  
 1. ELEVATIONS ARE NAVD  
 2. CONTOUR INTERVAL = 10 FOOT



DRWING NUMBER: 18-077 DATE OF PLOT: 03/19/19  
LAND SURVEYING - PLANNING  
**CKI**  
CIVIL ENGINEERING  
95 S. COTTAGE AVE.  
GEARHART, OR 97138  
PO BOX 2099  
PH: 503 738 4320  
FAX: 503 738 7854

WARRENTON URBAN RENEWAL  
LANDSCAPE IMPROVEMENTS 2019  
WARRENTON MEMORIAL PLAZA  
DETAILS

|       |      |      |          |
|-------|------|------|----------|
| SHEET |      | DATE |          |
| 4     | of 5 | NO.  | REVISION |
| CHK   |      | DATE |          |
| CHK   |      | DATE |          |
| CHK   |      | DATE |          |
| CHK   |      | DATE |          |
| CHK   |      | DATE |          |
| CHK   |      | DATE |          |
| CHK   |      | DATE |          |
| CHK   |      | DATE |          |
| CHK   |      | DATE |          |

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

DATE: MARCH 23, 2018

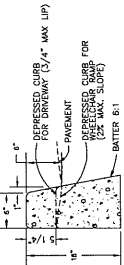
LOCATION: WARRENTON, OREGON

SECTION: TIME

ZIAD: 08 10W

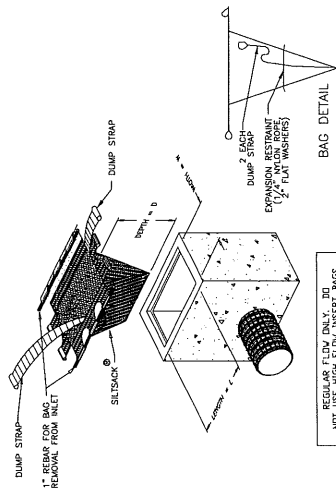
REVISION DATE: 6/29/2019

BY: RKS



- NOTES:
1. ALL RADIUS SHALL BE 3/4" EXCEPT AS OTHERWISE SHOWN.
  2. JOINTS SHALL BE PLACED ONLY AS SPECIFIED.
  3. ALL CONSTRUCTION SHALL BE ACCORDANCE WITH WASHED 172, WITHIN THE FIVE-TENTHS PERCENT FINE FRACTION.
  4. A CONTRACTION JOINT SHALL BE PLACED ALONG AND OVER THE WEEP HOLE THROUGH THE CURB AND THROUGH THE SIDEWALK.
  5. BACK OF SIDEWALK AND INSTALL COUPLED.

1. STANDARD 'C' CURB  
N15



REBAR FOR BAG REMOVAL FROM INLET SHALL BE 1" DIA. REBAR WITH 6" LAP AND 1" HOOKS. DO NOT USE HIGH FLOW INSERT BAGS FOR TRAPPED CATCH BASINS. OVERFLOW SLOTS ARE NOT ALLOWED.

2. CATCH BASIN SILT-SACK INLET PROTECTION  
N15

THIS DRAIN ROCK CAN BE OBTAINED FROM BIG RIVERS DRANE QUARRY. SUBSTITUTIONS MAY BE APPROVED BY THE PROJECT ENGINEER AND/OR THE PROJECT MANAGER.

1. 100 PERCENT PASSING.  
2. 1/2 INCH SEIVE: 60 TO 85 PERCENT PASSING.  
3. 3/8 INCH SEIVE: 40 TO 50 PERCENT PASSING.  
4. #40: 5 TO 10 PERCENT PASSING.  
5. #60: 5 PERCENT PASSING.  
6. #80: 5 PERCENT PASSING.  
7. #100: 5 PERCENT PASSING.

2. DRAIN ROCK SPECIFICATION  
N15

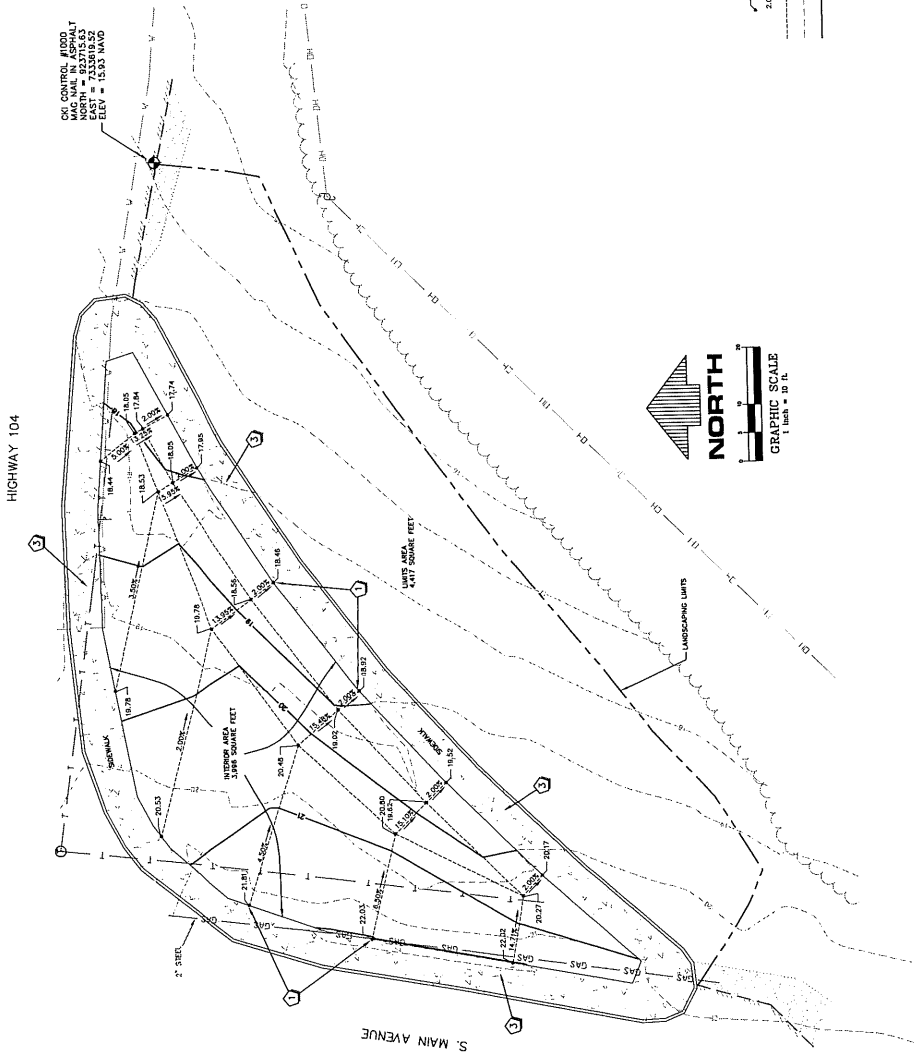
DRAWING NUMBER: 18-017 DATE OF PLOT: 3/19/19

**CKI**  
 CIVIL ENGINEERING  
 LAND SURVEYING - PLANNING  
 95 S. CORTAGE AVE  
 P.O. BOX 2699  
 GRESHAM, OR 97130  
 PH: 503.738.4228  
 FAX: 503.738.7854

**WARRENTON URBAN RENEWAL  
 LANDSCAPE IMPROVEMENTS 2019  
 HIGHWAY 104 AND S. MAIN STREET  
 GRADING PLAN**

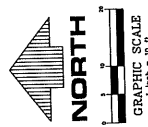
|                              |                      |                             |                 |                 |
|------------------------------|----------------------|-----------------------------|-----------------|-----------------|
| SCALE: HORIZONTAL = 1" = 10' | DATE: MARCH 23, 2018 | LOCATION: WARRENTON, OREGON | SECTION: 28     | BM: 10M         |
| SCALE: VERTICAL = N/A        | DATE: MARCH 23, 2018 | LOCATION: WARRENTON, OREGON | SECTION: 28     | BM: 10M         |
| DATE: _____                  | NO. _____            | REVISION: _____             | BY: _____       | BT: _____       |
| DESIGNED: _____              | CHECKED: _____       | DATE: _____                 | NO. _____       | REVISION: _____ |
| DRAWN: _____                 | DATE: _____          | NO. _____                   | REVISION: _____ | BY: _____       |
| SHEET: _____                 | DATE: _____          | NO. _____                   | REVISION: _____ | BY: _____       |

CYC CONTROL POINT  
 POINT NO. 1  
 NORTH = 523715.63  
 EAST = 15233.14  
 ELEV = 152.33 NAVD



**GRADING LEGEND**

|        |                             |
|--------|-----------------------------|
| 100.00 | FINISH GRADE SPOT ELEVATION |
| 2.00%  | FINISH GRADE SLOPE          |
| ---    | FINISH GRADE BREAK LINE     |
| ---    | EXISTING GROUND CONTOUR     |
| ---    | PROPOSED GROUND CONTOUR     |



NOTES:  
 1. SEE PLAN FOR ALL SPOTS AND SLOPES. ALL SPOTS SHALL BE AS OBSERVED.  
 2. SEE SURVEY CONTROL POINTS FOR BENCHMARKS.  
 3. CONTOUR INTERVAL = 1.0 FOOT

- NOTES**
1. MATCH EXISTING WALKWAY GRASSES (TYP)
  2. NOT USED
  3. EXISTING SIDEWALK TO REMAIN

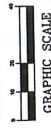
- GENERAL NOTES:**
1. EXCAVATE AND REMOVE ANY ROAD BED MATERIAL ROAD BED REMOVAL SHALL BE TO 1' BELOW FINISH GRADE AND 5' BELOW FINISH GRADE IN PROPOSED TREE AREAS.
  2. SEE LANDSCAPING PLANS FOR PLANTING SITES.
  3. FOR AREAS WHERE LAWN IS SPECIFIED THERE SHALL BE A MINIMUM OF 6" OF TOPSOIL.

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# **LANDSCAPE PROJECT DRAWINGS**

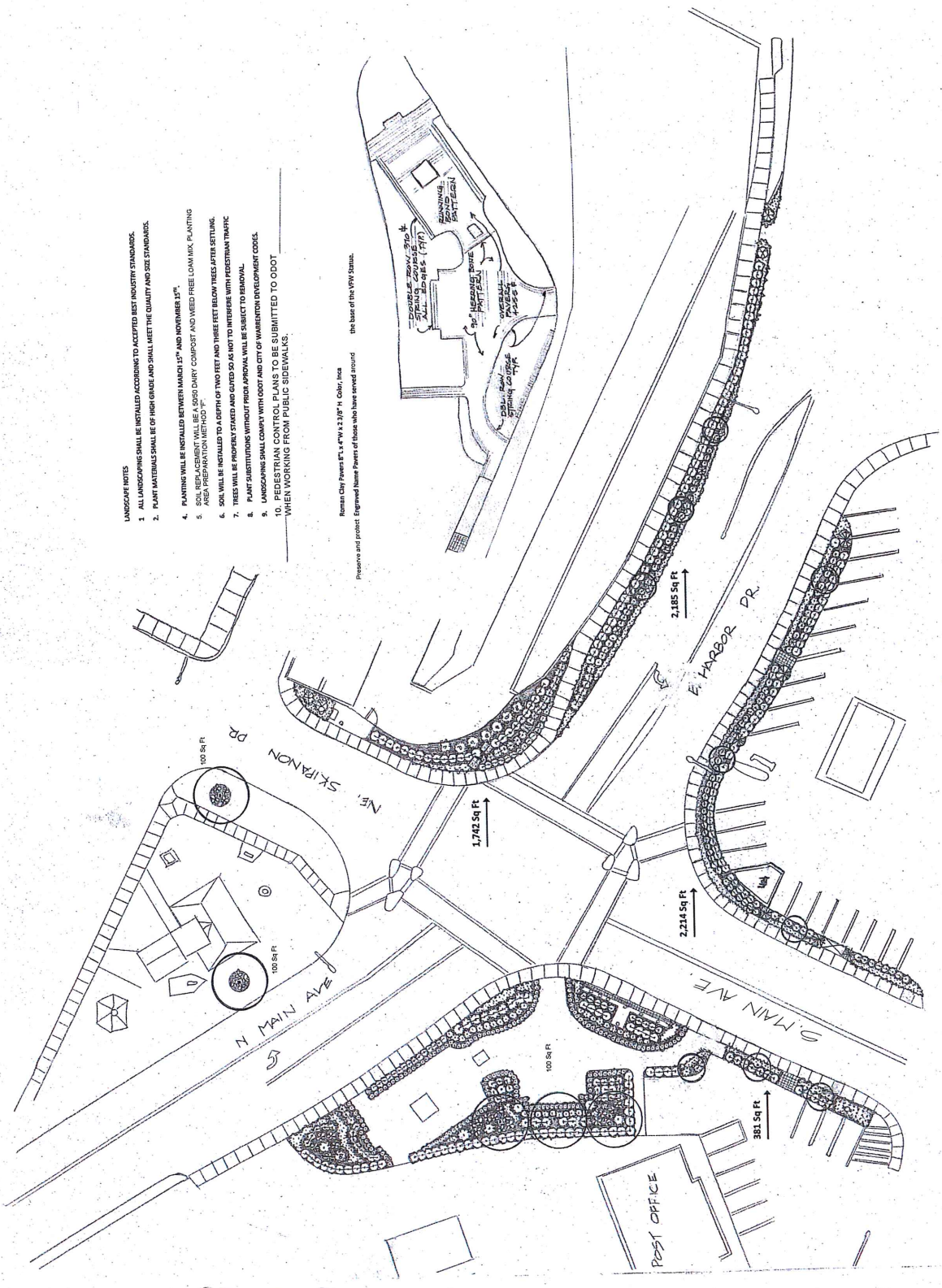
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SCALE: 1" = 20' 0"  
  
 GRAPHIC SCALE

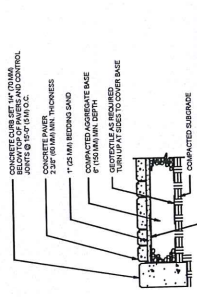
- LANDSCAPE NOTES**
1. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO ACCEPTED BEST INDUSTRY STANDARDS.
  2. PLANT MATERIALS SHALL BE OF HIGH GRADE AND SHALL MEET THE QUALITY AND SIZE STANDARDS.
  3. PLANTINGS WILL BE INSTALLED BETWEEN MARCH 15<sup>TH</sup> AND NOVEMBER 15<sup>TH</sup>.
  4. SOIL REPLACEMENT WILL BE A 50/50 DAIRY COMPOST AND WEED FREE LOAM MIX. PLANTING AREA PREPARATION METHOD "F".
  5. TREES WILL BE INSTALLED TO A DEPTH OF TWO FEET AND THREE FEET BELOW TREES AFTER SETTLING.
  6. TREES WILL BE PROPERLY STAKED AND GUATED SO AS NOT TO INTERFERE WITH FOOTSTRAIT TRAFFIC.
  7. PLANT SUBSTITUTIONS WITHOUT PRIOR APPROVAL WILL BE SUBJECT TO REMOVAL.
  8. LANDSCAPING SHALL COMPLY WITH GOOD AND CITY OF WARRENTON DEVELOPMENT CODES.
  9. PEDESTRIAN CONTROL PLANS TO BE SUBMITTED TO ODOT WHEN WORKING FROM PUBLIC SIDEWALKS.

Remove City Powers E.L. & P.W. 2.3.07 H. Color, Inc.  
 Preserve and protect. Engaged Home Owners of those who have served around  
 the base of the PVV Statue.



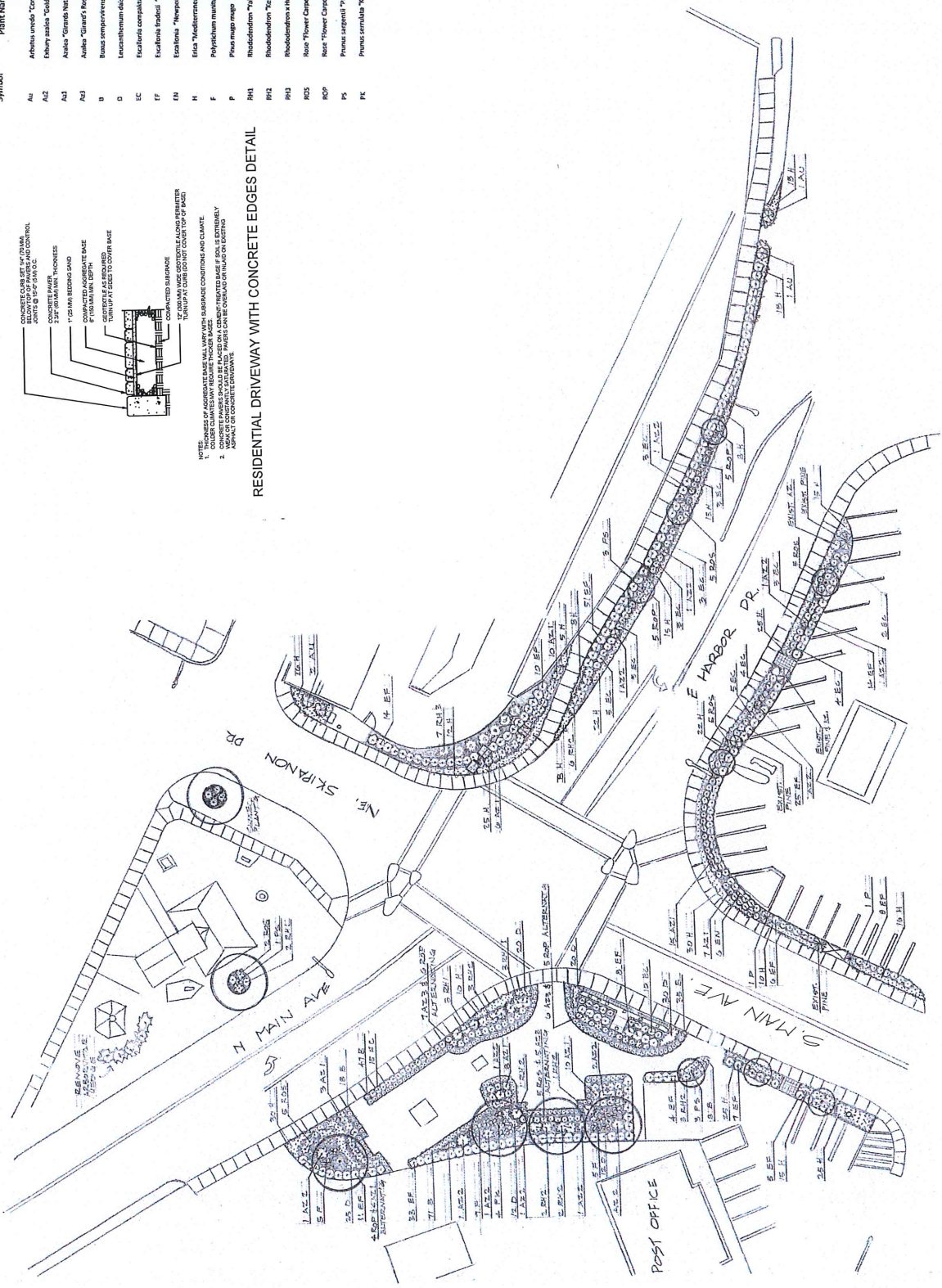


| Symbol | Plant Name                           | Size   |
|--------|--------------------------------------|--------|
| A1     | Arbutus menziesii "Compact"          | 5 gal  |
| A2     | Eubrya zosterifolia "Golden Light"   | 5 gal  |
| A3     | Aubrey "Graciosa National Beauty"    | 2 gal  |
| A4     | Aubrey "Caravel Rose"                | 2 gal  |
| B      | Blechnum spicatum ssp. serrifrons    | 1 gal  |
| D      | Leucostemum divaricatum "Rocky"      | 5"     |
| EC     | Erigeron phillyriae                  | 5 gal  |
| EF     | Erigeron phillyriae "Fragrant"       | 5 gal  |
| EH     | Erigeron phillyriae "Newport Dwarf"  | 2 gal  |
| H      | Erica "Mediterranean" red            | 1 gal  |
| F      | Polystichum acrostichum "Swamp Fern" | 2 gal  |
| P      | Prinos mugo ssp. mugo "Mugo Pine"    | 5 gal  |
| RH1    | Rhododendron "Alba Princess"         | 8bb    |
| RH2    | Rhododendron "Tom Joad" x "Valhalla" | 8bb    |
| RH3    | Rhododendron x Halesyama             | 8bb    |
| RDS    | Rosa "Flower Carpet Sunset"          | 5 gal  |
| RDP    | Rosa "Flower Carpet Pink"            | 5 gal  |
| PS     | Prinos ssp. "Pink Hill"              | 2 cal. |
| PK     | Prinos ssp. "Warrior"                | 2 cal. |



NOTES:  
 1. DRAINAGE AND/OR WATER CONTROL SUBSTRATE CONDITIONS AND CLIMATE.  
 2. CONCRETE PARTS SHOULD BE PLACED ON A CONCRETE-TREATED BASE IF SOIL IS CONTAMINATED OR UNDESIRABLE. CONTACT LOCAL SUPPLIER FOR CONCRETE DRIVWAYS.

RESIDENTIAL DRIVEWAY WITH CONCRETE EDGES DETAIL











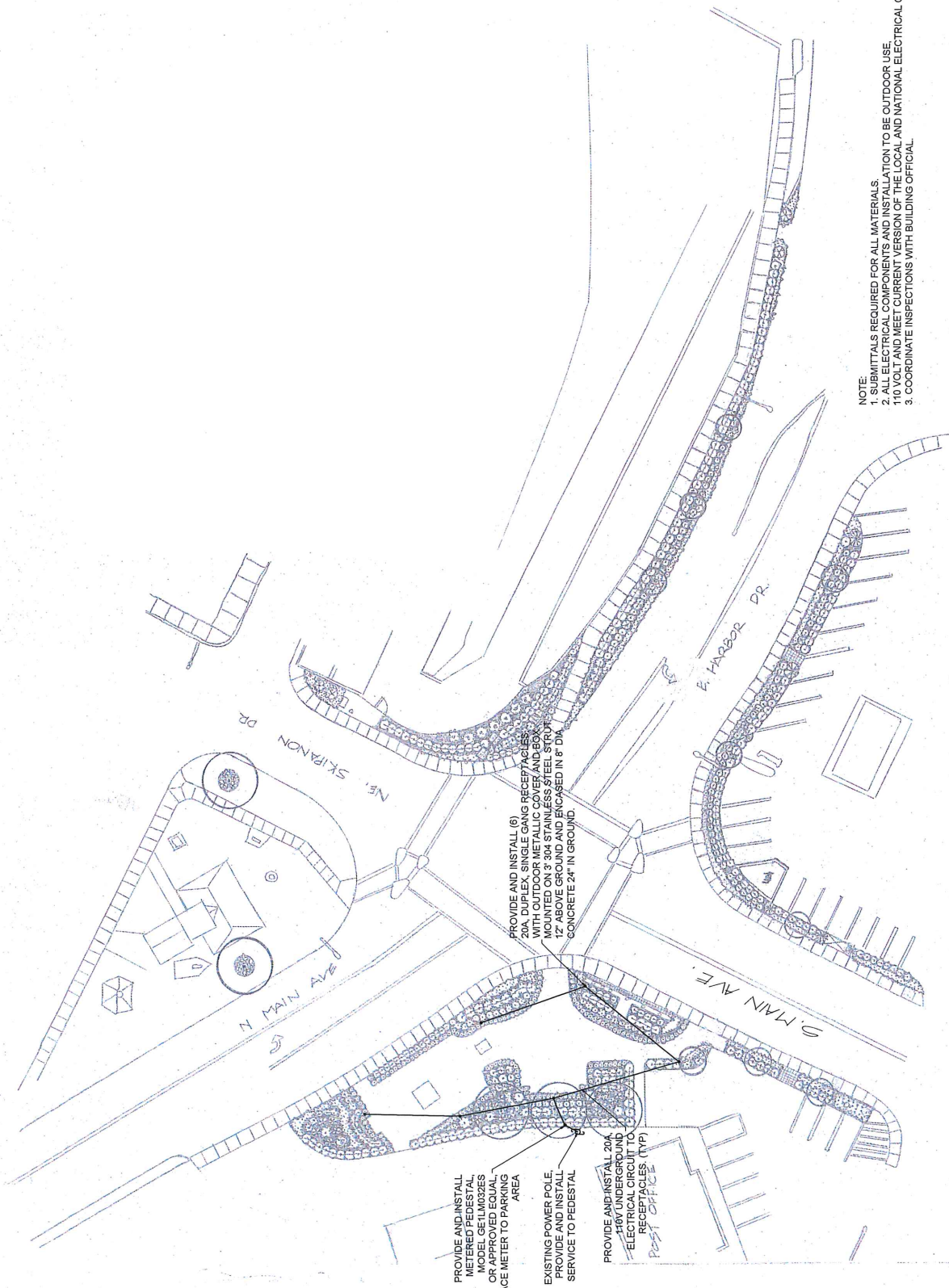








SCALE: 1" = 20' 0"  
GRAPHIC SCALE



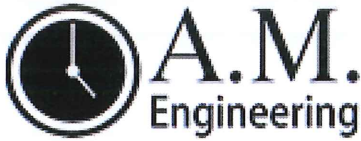
PROVIDE AND INSTALL  
METER PEDestal  
OR APPROVED EQUAL  
FACE METER TO PARKING  
AREA

EXISTING POWER POLE  
TO BE MAINTAINED  
SERVICE TO PEDestal

PROVIDE AND INSTALL 20A  
180V UNDERGROUND  
ELECTRICAL CIRCUIT TO  
RECEPTACLES (TYP)  
POST OFFICE

PROVIDE AND INSTALL (6)  
20A, DUPLEX, SINGLE GANG RECEPTACLES  
WITH OUTDOOR METALLIC COVER AND BOX  
MOUNTED ON 3" 304 STAINLESS STEEL STRON  
AND 4" 304 STAINLESS STEEL STRON  
CONCRETE 24" IN GROUND.

NOTE:  
1. SUBMITTALS REQUIRED FOR ALL MATERIALS.  
2. ALL ELECTRICAL COMPONENTS AND INSTALLATION TO BE OUTDOOR USE.  
110 VOLT AND MEET CURRENT VERSION OF THE LOCAL AND NATIONAL ELECTRICAL CODE.  
3. COORDINATE INSPECTIONS WITH BUILDING OFFICIAL.



P.O. Box 973  
 Seaside, Oregon 97138  
 (503) 468-8600  
 adam@amengnr.com

**Warrenton Urban Renewal Landscape Improvements 2019**

City of Warrenton

Issue Date:

**CHANGE ORDER # 1**

|   |  |
|---|--|
| <b>Contractor:</b>  | <b>Owner:</b>  |
| Big River Construction, Inc.<br>Tony Ewing<br>35064 Hwy. Business 101<br>Astoria, OR. 97103 | City of Warrenton<br>Collin Stelzig, Public Works Director<br>45 SW 2nd St.<br>Warrenton, OR 97146 |

This Change Order becomes part of and in conformance with the existing contract. Any modification of amounts or time constitutes total compensation for the change, including compensation for all impacts and delays relating to the change and their cumulative effect on the project to date. All work shall be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

|  |         |                               |              |
|--|---------|-------------------------------|--------------|
| Award Date:                            |         |                               |              |
| Notice to Proceed Date:                |         |                               |              |
| Original Contract Duration:            | 60 Days | Original Contract Amount:     | \$484,578.75 |
| Original Contract Completion Date:     |         |                               |              |
| Previous Change Order Duration:        | 0 Days  | Previous Change Order Amount: | \$0.00       |
| Previous Change Order Completion Date: |         |                               |              |
| Revised Contract Duration:             | 90 Days | Revised Contract Amount:      | \$287,864.80 |
| Revised Contract Completion Date:      |         |                               |              |

Notes:

**Acceptance:**

The above prices and specifications of the change order are satisfactory and are hereby accepted. This change order amount and extension of time constitutes total compensation for the change, including compensation for all impacts and delays relating to the change and their cumulative effect on the project to date. All work shall be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

|                                  |                             |
|----------------------------------|-----------------------------|
| Contractor Printed Name/Title:   | Owner Printed Name/Title:   |
| Contractor Authorized Signature: | Owner Authorized Signature: |
| Date:                            | Date:                       |





P.O. Box 973  
 Seaside, Oregon 97138  
 (503) 468-8600  
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**Warrenton Urban Renewal Landscape Improvements 2019**

City of Warrenton

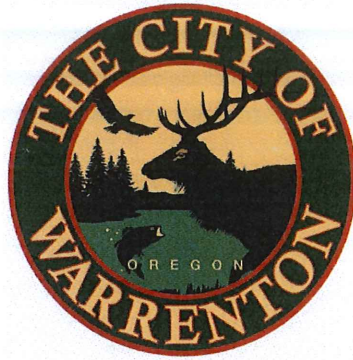
Issue Date:

**CHANGE ORDER # 1**

|   |   |
|---|---|
| <b>Contractor:</b><br>Big River Construction, Inc.<br>Tony Ewing<br>35064 Hwy. Business 101<br>Astoria, OR. 97103 | <b>Owner:</b><br>City of Warrenton<br>Collin Stelzig, Public Works Director<br>45 SW 2nd St.<br>Warrenton, OR 97146 |
|---|---|

| ITEM                            | DESCRIPTION  | QUANTITY | UNITS | UNIT COST   | TOTAL           |
|---------------------------------|--|----------|-------|-------------|-----------------|
| <b>Additional Items</b>         |  |          |       |             |                 |
| CO1                             | General Excavation (In Place), Roadbed, 1' Depth                   | 57       | CY    | \$ 102.00   | \$ 5,814.00     |
| CO2                             | General Excavation (In Place), Existing Landscape Area, 1' Depth   | 200      | CY    | \$ 46.50    | \$ 9,300.00     |
| CO3                             | General Excavation (In Place), Existing Landscape Area 6" Depth    | 154      | CY    | \$ 62.00    | \$ 9,548.00     |
| CO4                             | Compost Mulch/Loam Mix (In Place, Locally Sourced)                 | 354      | CY    | \$ 82.85    | \$ 29,328.90    |
| CO5                             | Concrete Walks (4" Thick, Unreinforced)                            | 4315     | SF    | \$ 16.06    | \$ 69,298.90    |
|                                 |  |          |       | Subtotal:   | \$ 123,289.80   |
| <b>Increased Bid Items</b>      |  |          |       |             |                 |
| A14                             | 4" PVC Pipe, Storm Pipe  | 28       | LF    | \$ 85.00    | \$ 2,380.00     |
|                                 |  |          |       | Subtotal:   | \$ 2,380.00     |
| <b>Reduced Bid Items</b>        |  |          |       |             |                 |
| A2                              | Traffic Control  | -1       | LS    | \$ 2,000.00 | \$ (2,000.00)   |
| A3                              | Flagging   | -1       | LS    | \$ 6,000.00 | \$ (6,000.00)   |
| A5                              | General Excavation (In Place), Roadbed, 2.5' Depth                 | -127     | CY    | \$ 58.00    | \$ (7,366.00)   |
| A6                              | General Excavation (In Place), Existing Landscape Area, 2.5' Depth | -1378    | CY    | \$ 31.75    | \$ (43,751.50)  |
| A7                              | General Excavation (In Place), Existing Landscape Area 8" Depth    | -116     | CY    | \$ 62.00    | \$ (7,192.00)   |
| A19                             | Concrete Curb, Paver Border  | -524     | LF    | \$ 49.00    | \$ (25,676.00)  |
| A20                             | Landscape Pavers, including geotextile, base, and sand             | -522     | SY    | \$ 202.00   | \$ (105,444.00) |
| A21                             | Compost Mulch, Dairy/Loam Mix (In Place)                           | -1621    | CY    | \$ 69.25    | \$ (112,254.25) |
| A1                              | Mobilization   | -1       | LS    | \$ 6,500.00 | \$ (6,500.00)   |
| A16                             | Irrigation System  | -1       | LS    | \$ 3,200.00 | \$ (3,200.00)   |
| A22                             | Landscaping Plantings  | -1       | LS    | \$ 3,000.00 | \$ (3,000.00)   |
|                                 |  |          |       | Subtotal:   | -\$322,383.75   |
| <b>Change Order Total</b>       |  |          |       |             | -\$196,713.95   |
| <b>Previous Contract Amount</b> |  |          |       |             | \$0.00          |
| <b>Revised Contract Amount</b>  |  |          |       |             | \$287,864.80    |

(-) Indicates Negative Value



## AGENDA MEMORANDUM

TO: Urban Renewal Agency  
FROM: Collin Stelzig, Public Works Director  
DATE: For the Meeting of September 10<sup>th</sup> 2019  
SUBJ: SE 14<sup>th</sup> Place Waterline – Standard Contract

### SUMMARY:

Attached to this memo is a Contract for Services and the bid document submitted by Big River Construction on August 22<sup>nd</sup> 2019 for the amount of \$89,850 as Exhibit A for the SE 14<sup>th</sup> Waterline (SE Main Ave to SE Anchor Ave) project.

### RECOMMENDATION/SUGGESTED MOTION

"I move to approve the Contract for Services for the SE 14<sup>th</sup> Waterline Project.

### ALTERNATIVE

- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

### FISCAL IMPACT

This project was approved in the Urban Renewal Agency 2019-2020 Fiscal Year Budget.

Approved by <sup>Executive Director</sup> City Manager: Jim Englund

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

**CITY OF WARRENTON  
CONTRACT FOR SERVICES**

CONTRACT:

This Contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Big River Construction, 35064 Hwy 101 Business, Astoria, OR 97103, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR SERVICES: (Title: SE 14<sup>th</sup> Place Waterline)

- A. CONTRACTOR shall provide services for the CITY, as outlined in its attached quote, dated August 22<sup>nd</sup>, 2019 from Big River Construction, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, and the solicitation document, and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$ 89,850.00 for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a final invoice referencing 200-800-620086 for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to [ap@ci.warrenton.or.us](mailto:ap@ci.warrenton.or.us). City pays net 21 upon receipt of invoice.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as CITY deems applicable.



4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be \_\_\_\_\_.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the

beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, contractor, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

15. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. **Commercial General Liability.** Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and Advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be

written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. **Automobile Liability.** Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

C. **Additional Insured.** The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, Contractor shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. **Notice of Cancellation or Change.** There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

18. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the



Exhibit A

**BID FORM**  
**CITY OF WARRENTON**  
**SE 14th Waterline (SE Main Ave to SE Anchor Ave)**

| BID ITEMS   | QUANTITY | UNIT         | UNIT PRICE             | TOTAL AMOUNT           |
|---|----------|--------------|------------------------|------------------------|
| 1. Project Submittals, Mobilization, Traffic Control, and Erosion Control   | 1        | Lump Sum     | \$ 15,000 <sup>-</sup> | \$ 15,000 <sup>-</sup> |
| 2. ODOT Permit  | 1        | Lump Sum     | \$ 750 <sup>-</sup>    | \$ 750 <sup>-</sup>    |
| 3. Vegetation Removal   | 1        | Lump Sum     | \$ 1,500 <sup>-</sup>  | \$ 1,500 <sup>-</sup>  |
| 4. Connection to Existing 18" Ductile Iron Watermain                        | 1        | Lump Sum     | \$ 8,500 <sup>-</sup>  | \$ 8,500 <sup>-</sup>  |
| 5. Waterline (STA 0+00 to STA 0+57.21) includes full surface restoration    | 1        | Lump Sum     | \$ 39,500 <sup>-</sup> | \$ 39,500 <sup>-</sup> |
| 6. Waterline (STA 0+57.21 to STA 2+58.51) includes full surface restoration | 1        | Lump Sum     | \$ 17,100 <sup>-</sup> | \$ 17,100 <sup>-</sup> |
| 7. Connection to Existing 2" Watermain                                      | 1        | Lump Sum     | \$ 2,000 <sup>-</sup>  | \$ 2,000 <sup>-</sup>  |
| 8. New Fire Hydrant   | 1        | Lump Sum     | \$ 5,500 <sup>-</sup>  | \$ 5,500 <sup>-</sup>  |
|   |          | <b>TOTAL</b> |                        | \$ 89,850 <sup>-</sup> |

The undersign bidder hereby represents as follows: That this bid is made without connections with any person, firm or corporation making a bid for same, and is in all respects fair and without collusion or fraud.

The undersigned is  YES  NO a resident bidder, as defined in ORS 279A.120 (Check One)

The bidder acknowledges receiving and incorporating changes described in Addenda No. 0 through 0.

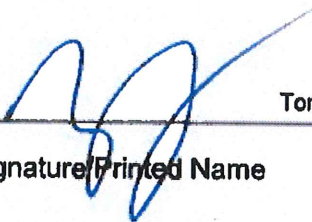
|   |                           |
|---|---------------------------|
| <u>Big River Construction, Inc</u><br>BIDDING COMPANY   | <u>8/22/2019</u><br>DATE  |
| <br>BIDDER'S SIGNATURE | <u>Secretary</u><br>TITLE |

BIDDING COMPANY MAILING ADDRESS: 35064 Hwy 101 Business  
CITY, STATE, ZIP CODE: Astoria, OR 97103  
TELEPHONE NUMBER: 503-338-3878  
CORPORATION:  YES  NO  
TAX NUMBER OR SOCIAL SECURITY NUMBER: 93-1317009  
CONTRACTOR BOARD NO. 147632

**CITY OF WARRENTON**

**SE 14<sup>th</sup> Waterline (SE Main Ave to SE Anchor Ave)  
CERTIFICATE OF NON-DISCRIMINATION**

I certify that Big River Construction, Inc (name of organization/individual) is in full compliance with ORS 279A.110, designed to prohibit discrimination against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

  
\_\_\_\_\_  
Signature/Printed Name                      Tony Ewing, Secretary      8/22/2019  
Date



## **Required Responsibility Determination Information**

**Project Name:** SE 14th Waterline (SE Main Ave to SE Anchor Ave)

**Business Entity Name:** Big River Construction, Inc

**CCB License Number:** 147632

Information must be submitted to the City to establish the following:

1. The bidder has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
2. The bidder has a satisfactory record of performance.
3. The bidder has a satisfactory record of integrity.
4. The bidder is qualified legally to contract with the contracting agency.
5. The bidder will supply any additional information in connection with a City inquiry concerning responsibility.

As may be required, the City of Warrenton will provide the completed information with attachments, if any, to the State of Oregon Construction Contractors Board within 30 days after the date of contract award.



## Hallie Sweet

---

**From:** Richard Stelzig  
**Sent:** Monday, August 19, 2019 7:28 AM  
**To:** Richard Stelzig  
**Subject:** City of Warrenton - Capital Improvement Project - SE 14th Waterline (SE Main Ave to SE Anchor Ave) - Addendum #1  
**Attachments:** Main-7-23-19.pdf; ODOT TCut.pdf

To All:

Please see attached signed drawings. No major changes have been made to these drawings except they have been signed. Please note that the attached ODOT TCut detail will be required when crossing S Main Avenue.

Thank you,

Collin Stelzig, PE | Public Works Director | City of Warrenton  
45 SW 2nd St. | P.O. Box 250 | Warrenton, OR 97146  
Office: (503) 861-0912 | Fax: (503) 861-9661  
[rstelzig@ci.warrenton.or.us](mailto:rstelzig@ci.warrenton.or.us) | [www.ci.warrenton.or.us](http://www.ci.warrenton.or.us)

"This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. If you have received this email by error, please contact the City and then shred the original document. Any use by others is strictly prohibited."

**From:** Richard Stelzig  
**Sent:** Thursday, August 08, 2019 3:13 PM  
**To:** Richard Stelzig <[rstelzig@ci.warrenton.or.us](mailto:rstelzig@ci.warrenton.or.us)>  
**Subject:** City of Warrenton - Capital Improvement Project - SE 14th Waterline (SE Main Ave to SE Anchor Ave) - Bid Solicitation

To All:

The City needs to construct a new waterline that connects to an existing 18" and 2" waterline. This new 8" waterline will cross South Main Avenue (ODOT Highway) that will require a large T-cut (see attached detail) and associated patch and no road closures will be allowed. This waterline will also be constructed through a 10' easement on private property. In addition, this waterline will be constructed adjacent to a high-pressure gas main and will require CDF backfill where it crosses over an existing sewer main.

Below you find the Bidder's Checklist and General Instructions to Bidders. You will also find additional information attached to email including the design drawings for this project. Please give me a call or send me an email if you have any questions, comments or concerns.

### **BIDDER'S CHECKLIST**

**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:

- (a) Bid Form: The bid sheet is to be filled in and signed by the bidder and returned with bid.
- (b) Bond Accompanying Bid: a bid bond is not required for this project.
- (c) It is anticipated that the contract amount for this project will be less than \$100,000. Therefore, First-Tier Subcontractor disclosure requirements will not be required.
- (d) Email transmissions of bids will be accepted.
- (e) Demonstration of Bidders responsibility under ORS 279C.375(3)(b).

**FORMS TO EXECUTE AFTER AWARD OF BID:**

- (a) Contract: The Contract for Services provided within this package is to be executed by the successful bidder within ten (10) calendar days of award of the contract.
- (b) Comprehensive general liability insurance shall be combined single limit for broad form liability property damage and bodily injury, with at least the minimum limit of \$2,000,000. A copy of insurance listing the City of Warrenton as additional insured must be delivered to the City at the same time the contract is signed.
- (c) The Contractor shall furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the protection of claimants under ORS 279C.600.
- (d) The Contractor shall provide completed Certificate of Non-Discrimination
- (e) The Contractor shall deliver to the City a copy of his Warrenton business license prior to entering into the Contract.

**GENERAL INSTRUCTIONS TO BIDDERS**

**1 SCOPE OF WORK**

Scope of Work (not a complete list of all requirements):

- 1. Apply for ODOT Permit
- 2. Coordinate with Gas Company and other adjacent utilities
- 3. Traffic/Pedestrian Control
- 4. Protect existing utilities
- 5. Removal of vegetation (contractor shall dispose of material)
- 6. Construct Waterline in ODOT roadway (see attached ODOT T-Cut detail)
- 7. Construct Waterline in City Easement
- 8. Work near 6" High Pressure Gas Main
- 9. Work near bank fiber optic conduits
- 10. Connect to existing 18" Ductile Iron watermain
- 11. Connect to existing 2" Ductile Iron watermain
- 12. Test and Disinfect new watermain
- 13. Restore existing surfaces and landscaping
- 14. Follow City, State, and Federal rules and regulations

The work includes all labor and materials required by the contract documents to complete the work. Contractors are instructed to thoroughly familiarize themselves with all aspects of the work.

**3 PROJECT DESCRIPTION**

The City needs to construct a new waterline that connects to an existing 18" and 2" waterline. This new 8" waterline will cross South Main Avenue (ODOT Highway) and will be constructed through an easement on private property. In addition, this waterline will be constructed adjacent to high pressure gas main and will require CDF backfill where it crosses over an existing sewer main.

**4 PUBLIC SAFETY DURING CONSTRUCTION**

Pedestrian safety and traffic control shall be provided for by Contractor in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.

**5 STREET/SIDEWALK CLOSURE REQUIREMENTS**

Street and sidewalk closures will not be allowed by ODOT. Access to local residence and businesses shall be maintained at all times for pedestrian traffic. Any disruptions to pedestrian traffic to local businesses shall be coordinated between the Contractor and business owner to their mutual satisfaction. Disruption to vehicle traffic shall be kept to a minimum. The Contractor shall notify the City Engineer and Emergency Services before closing, only in an emergency situation.

**6 ENVIRONMENTAL AND NATURAL RESOURCES LAWS TO BE OBSERVED**

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Army Corps of Engineers

Department of Energy

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Department of Housing & Urban Development

Department of Interior

Bureau of Land Management

Bureau of Reclamation

Geological Survey

U.S. Fish and Wildlife Service

Department of Labor

Occupation Safety and Health Administration

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All prices must be in figures, in ink or typewritten.

No alterations in the proposal, specifications or contract will be allowed.

The bid shall be executed in the name of the firm followed by the signature of the officer authorized to sign for the firm and the printed or typewritten designation of the office head, together with certification that the bid has been authorized by the firm's controlling members.

The address of the bidder shall be typed or printed on the bid form. No bid can be withdrawn after having been opened by the Public Works Director.

**16 PRICES - FOB DESTINATION**

All prices must be FOB destination, with all transportation and handling paid by the bidder.

**17 SUBMISSION OF BID**

Please provide a quote for this work by 4:00 pm on August 22, 2019. Bids may be emailed to the following email address [rstelzig@ci.warrenton.or.us](mailto:rstelzig@ci.warrenton.or.us)

Bidder is responsible for insuring that the City receives the bid at the time and place required for bid submission regardless of method used to submit the bid. The US Post Office is the agent of the bidder.



Bids received will be considered by the City Council within 45 days of opening of the bid. The successful bidder must execute a contract within 10 days from the date of notification.

All bids must be made upon blank forms furnished by the City. Each bid must be accompanied by a demonstration of the bidder's responsibility under ORS 279C.375(3)(b)

#### 18 NOTICE OF INTENT TO AWARD

The City will at least seven (7) days before the award of a public contract, unless the City determines that seven days is impractical under rules adopted under ORS 279A.065, post or provide to each bidder or proposer notice of the contracting agency's intent to award a contract.

The Bidder will provide sufficient information with the bid to allow the City to promptly make its intention known. Refer to attached Required Responsibility Determination Information form.

#### 19 ACCEPTANCE OR REJECTION OF BIDS

The award of contract, or the rejection of all bids, will be made by the City within 45 calendar days of the bid opening date.

The City reserves the right in its sole discretion to reject any or all bids and to waive any irregularities or formalities. The City may reject any bid not in compliance with public bidding procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and may reject, for good cause, all bids upon a finding of the City it is in the public interest to do so.

In selecting the lowest responsive bid, the City reserves the right to take into consideration any or all alternatives called for in the bid form.

A materially unbalanced bid is defined as, "a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City." A bid will be considered irregular and may be rejected if the City determines that any of the unit prices are significantly or materially unbalanced to the potential detriment of the City. The City will place specific emphasis on its review of bids that appear to be unbalanced, as it may be to the detriment of the City. If the City finds that a bid is a detriment to the City or not in the best interest of the public, the City will act by rejecting all such unbalanced bids.

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The successful bidder must enter into a contract within ten (10) calendar days after the award of the contract.

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The successful bidder must begin work on the site within five calendar days of receiving the Notice to Proceed. The contract time commences on the day the Notice to Proceed is delivered. The Contractor may, in lieu of beginning work within five days, submit a detailed schedule of the first 30 days of the contract which is acceptable to the City.

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Contractor shall obtain and maintain insurance as described in the attached Public Improvement Contract. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to City. A copy of an insurance certificate in a form satisfactory to City certifying the issuance of such insurance shall be furnished to City. The City shall be named as additional insured.

**22 CITY BUSINESS LICENSE**

Successful bidder shall have current business license (occupational tax) with the City of Warrenton prior to entering into an agreement.

**23 GUARANTEE**

The equipment, materials, or other items proposed and delivered to the City of Warrenton job site shall be complete in every respect and ready for operation and use in accordance with the specifications, with inspection submitted at time of delivery.

**24 PERFORMANCE AND PAYMENT BOND**

Successful bidder will be required to furnish a performance bond and a payment bond in approved forms each in the amount of 100% for the full performance and payment of the terms of this contract.

**25 CERTIFIED PAYROLL REPORTS**

The project improvement value is not expected to exceed \$50,000. Therefore, the Contractor will not need to submit certified payroll reports with the applications for payment.

**26 CERTIFICATION OF NON DISCRIMINATION**

Contractor will be required to provide a certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110 (4).

**ODOT Crossing Note:**

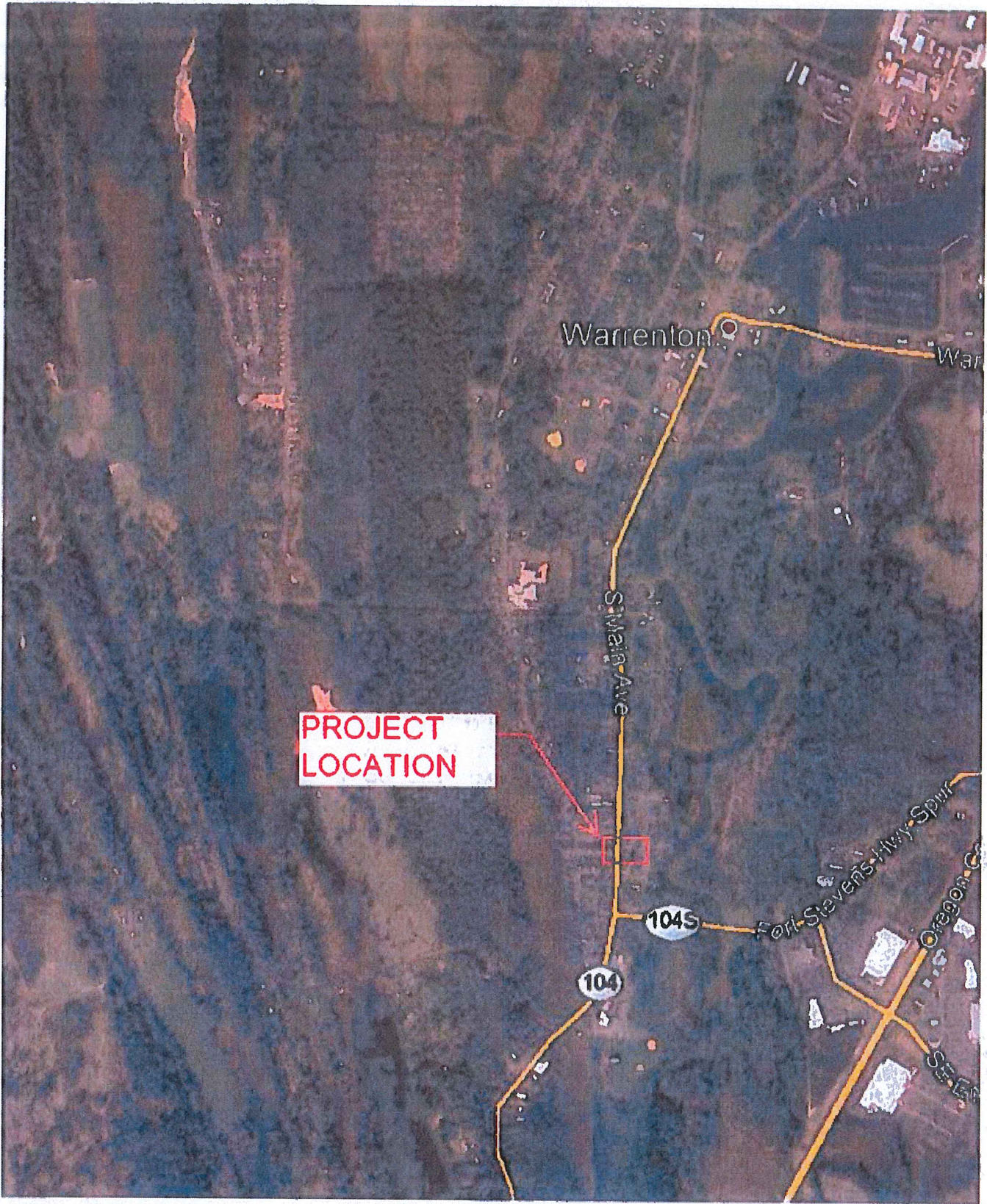
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**Link to Oregon Standard Specifications for Construction**

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**Vicinity Map**





Location Map



## Hallie Sweet

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**From:** Richard Stelzig  
**Sent:** Monday, August 19, 2019 7:28 AM  
**To:** Richard Stelzig  
**Subject:** City of Warrenton - Capital Improvement Project - SE 14th Waterline (SE Main Ave to SE Anchor Ave) - Addendum #1  
**Attachments:** Main-7-23-19.pdf; ODOT TCut.pdf

To All:

Please see attached signed drawings. No major changes have been made to these drawings except they have been signed. Please note that the attached ODOT TCut detail will be required when crossing S Main Avenue.

Thank you,

Collin Stelzig, PE | Public Works Director | City of Warrenton  
45 SW 2nd St. | P.O. Box 250 | Warrenton, OR 97146  
Office: (503) 861-0912 | Fax: (503) 861-9661  
[rstelzig@ci.warrenton.or.us](mailto:rstelzig@ci.warrenton.or.us) | [www.ci.warrenton.or.us](http://www.ci.warrenton.or.us)

"This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. If you have received this email by error, please contact the City and then shred the original document. Any use by others is strictly prohibited."

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**From:** Richard Stelzig  
**Sent:** Thursday, August 08, 2019 3:13 PM  
**To:** Richard Stelzig <[rstelzig@ci.warrenton.or.us](mailto:rstelzig@ci.warrenton.or.us)>  
**Subject:** City of Warrenton - Capital Improvement Project - SE 14th Waterline (SE Main Ave to SE Anchor Ave) - Bid Solicitation

To All:

The City needs to construct a new waterline that connects to an existing 18" and 2" waterline. This new 8" waterline will cross South Main Avenue (ODOT Highway) that will require a large T-cut (see attached detail) and associated patch and no road closures will be allowed. This waterline will also be constructed through a 10' easement on private property. In addition, this waterline will be constructed adjacent to a high-pressure gas main and will require CDF backfill where it crosses over an existing sewer main.

Below you find the Bidder's Checklist and General Instructions to Bidders. You will also find additional information attached to email including the design drawings for this project. Please give me a call or send me an email if you have any questions, comments or concerns.

### **BIDDER'S CHECKLIST** 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:



- (a) Bid Form: The bid sheet is to be filled in and signed by the bidder and returned with bid.
- (b) Bond Accompanying Bid: a bid bond is not required for this project.
- (c) It is anticipated that the contract amount for this project will be less than \$100,000. Therefore, First-Tier Subcontractor disclosure requirements will not be required.
- (d) Email transmissions of bids will be accepted.
- (e) Demonstration of Bidders responsibility under ORS 279C.375(3)(b).

**FORMS TO EXECUTE AFTER AWARD OF BID:**

- (a) Contract: The Contract for Services provided within this package is to be executed by the successful bidder within ten (10) calendar days of award of the contract.
- (b) Comprehensive general liability insurance shall be combined single limit for broad form liability property damage and bodily injury, with at least the minimum limit of \$2,000,000. A copy of insurance listing the City of Warrenton as additional insured must be delivered to the City at the same time the contract is signed.
- (c) The Contractor shall furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the protection of claimants under ORS 279C.600.
- (d) The Contractor shall provide completed Certificate of Non-Discrimination
- (e) The Contractor shall deliver to the City a copy of his Warrenton business license prior to entering into the Contract.

**GENERAL INSTRUCTIONS TO BIDDERS**

**1 SCOPE OF WORK**

Scope of Work (not a complete list of all requirements):

- 1. Apply for ODOT Permit
- 2. Coordinate with Gas Company and other adjacent utilities
- 3. Traffic/Pedestrian Control
- 4. Protect existing utilities
- 5. Removal of vegetation (contractor shall dispose of material)
- 6. Construct Waterline in ODOT roadway (see attached ODOT T-Cut detail)
- 7. Construct Waterline in City Easement
- 8. Work near 6" High Pressure Gas Main
- 9. Work near bank fiber optic conduits
- 10. Connect to existing 18" Ductile Iron watermain
- 11. Connect to existing 2" Ductile Iron watermain
- 12. Test and Disinfect new watermain
- 13. Restore existing surfaces and landscaping
- 14. Follow City, State, and Federal rules and regulations

The work includes all labor and materials required by the contract documents to complete the work. Contractors are instructed to thoroughly familiarize themselves with all aspects of the work.

**3 PROJECT DESCRIPTION**

The City needs to construct a new waterline that connects to an existing 18" and 2" waterline. This new 8" waterline will cross South Main Avenue (ODOT Highway) and will be constructed through an easement on private property. In addition, this waterline will be constructed adjacent to high pressure gas main and will require CDF backfill where it crosses over an existing sewer main.

**4 PUBLIC SAFETY DURING CONSTRUCTION**

Pedestrian safety and traffic control shall be provided for by Contractor in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.

**5 STREET/SIDEWALK CLOSURE REQUIREMENTS**

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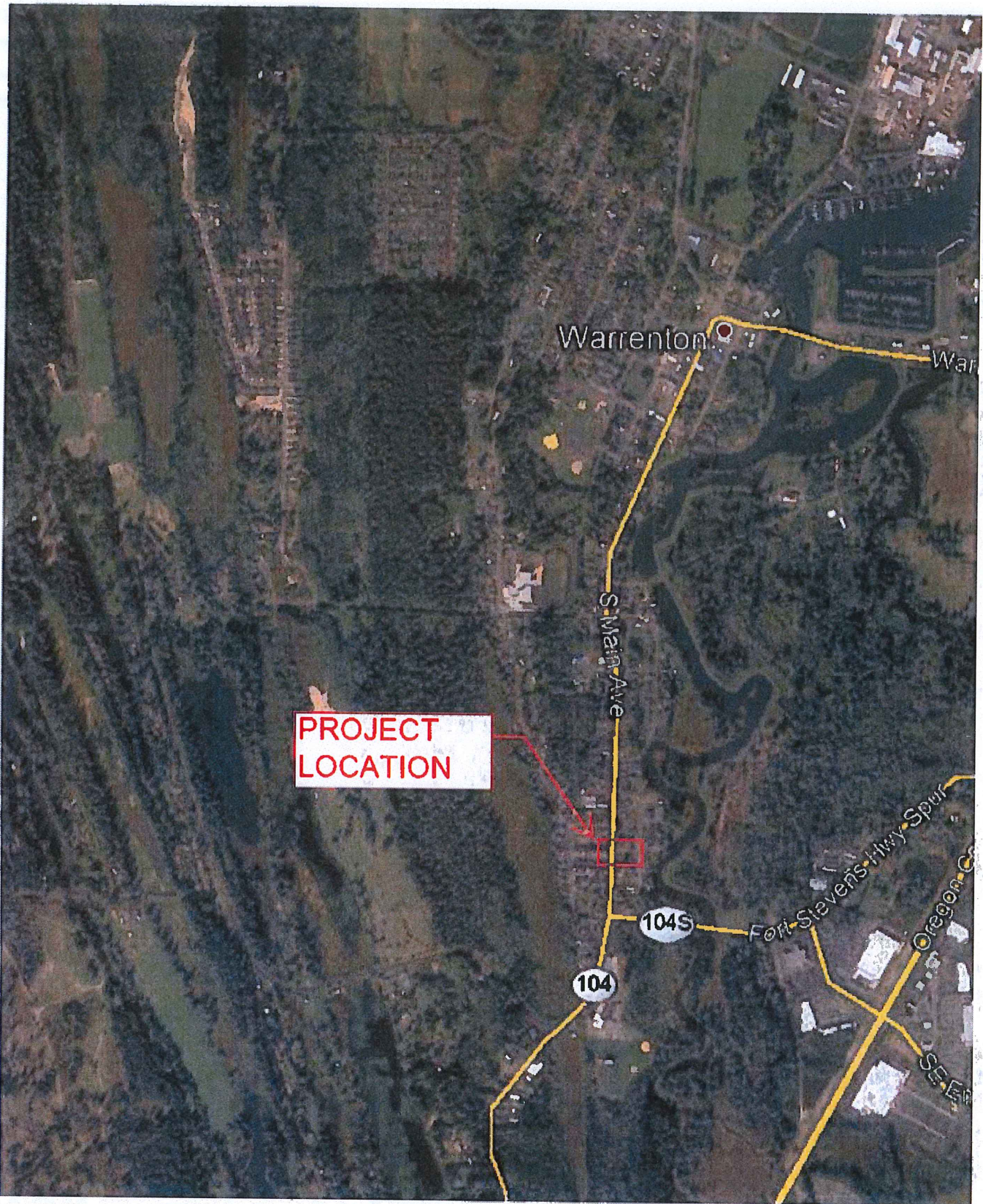
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**Vicinity Map**





Location Map





Location Map





Thank you for your time!

Collin Stelzig, PE | Public Works Director | City of Warrenton  
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