



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
September 22, 2020 – 6:00 P.M.
Warrenton Community Center – 170 SW 3rd
Warrenton, OR 97146

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **OATH OF OFFICE – FIRE CHIEF ALSBURY**

4. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 8.11.20
- B. Monthly Finance Report – July 2020
- C. Police Department Monthly Statistics – August 2020

5. **COMMISSIONER REPORTS**

- *Proclamation – Domestic Violence Awareness Month*

6. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Recorder, at cityrecorder@ci.warrenton.or.us, no later than 5:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

7. **PUBLIC HEARINGS** – None

8. **BUSINESS ITEMS**

- A. Consideration of Letter of Support – Sunset Empire Transportation District
 - B. Consideration of Second Reading and Adoption of Ordinance No. 1242; Commercial Corridor Design Standards
 - C. Consideration of First Reading of Ordinance No. 1243; Street Vacation Petition No. 152; Stan Johnson
 - D. Consideration of Event Application – Trunk or Treat
 - E. Consideration of Bid Award - SE Anchor (Harbor-SE 3rd St.) Waterline Project
9. **DISCUSSION ITEMS** - None
10. **GOOD OF THE ORDER**
11. **EXECUTIVE SESSION**
12. **ADJOURNMENT**

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 City Commission
 August 11, 2020
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Balensifer, Tom Dyer, Mark Baldwin, Rick Newton (via Zoom), and Pam Ackley (via Zoom)

Staff Present: City Manager Linda Engbretson, Finance Director April Clark, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Police Chief Mathew Workman, and City Recorder Dawne Shaw

Mayor Balensifer noted he appreciates that people stand for the pledge even when attending on Zoom.

CONSENT CALENDAR

A. City Commission Meeting Minutes – 7.14.20

Commissioner Dyer made the motion to approve the consent calendar as presented. Motion was seconded and passed unanimously.

Ackley – aye; Balensifer – aye; Newton – aye; Baldwin – aye; Dyer - aye

COMMISSIONER REPORTS

Commissioner Dyer welcomed everyone.

Commissioner Ackley stated Spruce Up Warrenton is looking into the Back to the Future movie night. Jeff Daly has a projector; there will be more to follow by next week.

Commissioner Newton stated the CERT team is handing out masks Thursday with the fire department. He gave brief updates on the PSCC meeting, as well as other meetings. He stated the juvenile department is looking at how to connect with kids before they get involved with police. Commissioner Newton noted statistics on the needle exchange program and gave an update on the jail build.

PUBLIC COMMENT

Sam Garber, who owns a homestay B&B in Fort Stevens, spoke about his B&B and outlined his complaints. He discussed zoning issues in Ft Stevens, noting less than an acre of land cannot have farm animals, yet his neighbor with less than ¾ of an acre and has many farm animals. He explained the issues and nuisance the farm animals and accompanying flies are causing to his business and home. Mr. Garber noted his frustration with the lengthy process and the lack of resolution. Mayor Balensifer noted his involvement and the steps taken by the city to address this issue. He stated zoning issues take a long time to address and resolve. Ms. Engbretson stated she had a conversation Interim Planning Director Mark Barnes last week and they believe we have another path forward; she believes that we should be able to issue tickets tomorrow. Commissioner Baldwin spoke about other chicken problems around town and stated he would like to make blanket statement, notifying people and give them ten days to get rid of farm animals. Mayor Balensifer noted the previous standard policy has been, if there are no neighborhood issues, we did not enforce it. He noted the neighbor claimed that they talked to the city and everything was okay, which is not correct. Ms. Engbretson stated she is waiting for legal to weigh-in on how we can proceed and will then start right away. She stated once the new Planning Director is hired, the issue can be readdressed with the commission. Mr. Garber again spoke about the massive fly problem, noting it is causing issues with his guests. He would like it taken care of. Ms. Engbretson stated it will be addressed tomorrow. Mayor Balensifer asked if the commission is open to adding agenda item 8D – Foul Discussion; there were no objections.

PUBLIC HEARING – None

BUSINESS ITEMS

Police Chief, Mathew Workman presented Ordinance No. 1240 for its first reading, noting this code amendment was discussed at the May 26 City Commission meeting. He reviewed the changes that were requested at that time. Parks Advisory Board member Jim Dutcher spoke about the Parks Board's thoughts on banning e-bikes on trails; the recommendation was to get with the police chief to draft an ordinance. The Parks Board had a unanimous vote to approve the ordinance. Commissioner Newton noted Section 10.04.220 and suggested changing to the references of the Waterfront Trail System to Warrenton Trail Systems; there were no objections.

Commissioner Ackley made the motion to amend all references within the ordinance from Waterfront Trail System to Warrenton Trail System. Motion was seconded and passed unanimously.

Ackley – aye; Balensifer – aye; Newton – aye; Baldwin – aye; Dyer – aye

Mayor Balensifer discussed the issue or unenforceability with headphones/earphones; Commissioner Dyer clarified how it is beneficial; Chief Workman concurred. Mayor Balensifer noted he was not in favor; Chief Workman stated it is a good tool for training/educating.

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Commissioner Dyer made the motion to conduct the first reading, by title only of Ordinance No. 1240, as amended. Motion was seconded and passed unanimously.

Ackley – aye; Balensifer – aye; Newton – aye; Baldwin – aye; Dyer – aye

Mayor Balensifer conducted the first reading, by title only, of Ordinance No. 1240; Amending Chapter 10.04 “Traffic Regulations” of the Warrenton Municipal Code and Adding New Provisions Related to the Definition and Regulation of Electric Assisted Bicycles.

Public Works Director, Collin Stelzig stated about two months ago they submitted their interest to ODOT for a Safe Routes to School (SRTS) Competitive Capital Construction Grant application. He noted the project is estimated at a half million dollars, with the grant being \$400,000 and \$100,000 from the city and possibly from ODOT. Mr. Stelzig noted the letters of support received from the School District, NW Transportation Options, ODOT and Sunset Empire Transportation District. Conversation with ODOT Region 2 staff indicated they would support an application for a new pedestrian route along S. Main Avenue in the surrounding area of 9th Street. Mr. Stelzig stated this is just one phase of a project that will hopefully one day go all the way to the high school. Mayor Balensifer asked for clarification on the survey timeline; brief discussion followed. Commissioner Newton noted an error in the memo from OTAK; Mr. Stelzig noted the application is completed online and he will make sure it is stated correctly.

Commissioner Newton made the motion to approve the submittal of the grant application to the Oregon Safe Routes to School Competition Capital Construction Grant program and to allow the Public Works Director to sign the grant application for the city. Motion was seconded and passed unanimously.

Ackley – aye; Newton – aye; Balensifer – aye; Baldwin – aye; Dyer - aye

City Manager Linda Engbretson stated developers of the property in the Young’s Bay Plaza, (old Doogers’ site), discovered that a portion of SE Pacific Avenue currently encroaches into the existing building and parking lot space. She noted this came about as a surprise to the developers and they approached the city. It was thought this public right of way had all been vacated as part of the original development in 1971, however the surveyor found this section was not included. The developers are requesting the city consider correcting the issue by initiating a vacation under its own motion, as allowed under ORS 271.130. After review, she understands how it is confusing, although she does not think it is a good idea to vacate. She noted a previous vacation on the other side of the street, and city access went away after the vacation. Ms. Engbretson stated she would be concerned, if we vacated all the way up to Harbor, that it would no longer be considered a legal access. Alternate options were discussed; consensus was that a license to occupy is better suited for this location.

DISCUSSION ITEMS

Chief Workman noted that during recent events in Warrenton, a group of people set up a BBQ grill and table in a designated parking space across from City Hall on SW 2nd Street. A week

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later the same group set up a gas BBQ grill during a “flag-wave” event in the Warrenton Memorial Plaza. In researching the Warrenton Municipal Code there are no police-enforceable ordinances that specifically prohibit this conduct or similar conduct. He outlined the issues in the current code and noted his suggested amendments and changes. Chief Workman noted Right-of-way (ROW) permits are handled solely through Public Works; event permits go through all departments. He suggested a bifurcated ROW permit to outline whether it is for work in the ROW or for an event. Mayor Balensifer outlined his concerns, noting he does not want people to get comfortable in the streets; there are sidewalks for a reason. Mr. Stelzig stated he cannot see issuing a ROW permit unless the whole street is closed down. Commissioner Newton stated that on all city parks/property and parking, he does not want political activity/rally – it is a slippery slope. Chief Workman stated that is why we need a mechanism, so we have steps to go through to approve. Ms. Engbretson stated we can have a policy, and it must be content neutral – no political activity on city property. Discussion continued and consensus was - parking is for parking, and roads are for vehicles, unless the whole street is closed down. Discussion continued on political activity in the Memorial Plaza. Mayor Balensifer noted his opinion on sidewalks and the Memorial Plaza, stating he feels it is the best place for a first amendment activity. Ms. Engbretson stated she would do some research on the ROW for the Memorial Plaza. Mayor Balensifer clarified that it should not include for profit or commercial activity/fund raising. Commissioner Dyer agreed; it could be a place to do things but not raise money; Commissioner Baldwin concurred. Commissioner Newton stated he does not want BBQ grills there, and political activity is a slippery slope because of the perception of city endorsement. Commissioner Ackley concurred with Commissioners Baldwin and Dyer. Ms. Engbretson reiterated the need to stay content neutral when issuing permits. Mayor Balensifer stated he wants to treat the plaza like a sidewalk. Brief discussion continued; Mayor Balensifer asked if the commission was in agreement to allow free speech in the Memorial Plaza – there was consensus. Chief Workman will work on the code changes and bring it back.

Mr. Stelzig stated that over the last six months they have reviewed our current sanitation rates, policies, and procedures. Sanitation rates have not been changed in 14 years, while the Consumer Price Index has increased 30% in that same time frame. He reviewed a power point presentation and noted these rate changes could bring in \$50,000 a year; and this year’s budget is pretty slim. Commissioner Baldwin stated at this time he will vote no on any rate increases. Ms. Engbretson stated she can see Commissioner Baldwin’s point of view but noted we cannot get back into a situation where we are not making money on any services. Discussion continued. Mayor Balensifer suggested fairing up the rates but give it a year to go into effect; Commissioner Baldwin agreed with that. Commissioner Newton noted his concerns with the lack of rate increases. Mr. Stelzig stated at this time we are not in a bad spot, but if we do not have this discussion soon, we will be. He reiterated the need have the rates equalized. He continued to review the rate comparisons. He outlined the proposed policy changes and noted he does not believe we are required to have all the cardboard dumpsters around town. He is currently working with Recology to determine if we are required to provide them – we currently we pay approximately \$35,000 a year for them. Commissioner Baldwin clarified the cardboard dumpsters are for all, not just commercial customers. Discussion continued. Mayor Balensifer stated he wants a code change to include a recycling requirement for all new apartments; Ms.

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Engbretson noted that is something we need to discuss with Recology. Commissioner Newton noted dumpster issues at apartment complexes and asked if we can have a rule where every 4-plex needs a dumpster. Mr. Stelzig agreed that is a possibility. There was consensus on the following policy changes: 4-plex and higher shall be required to have a container – not carts; and no special rates for customers. Mayor Balensifer summarized, noting the commission wants policy changes, but the rate increases are a timing issue. He suggested engaging with the constituency, the chamber, and other groups, to discuss changes and get a feel – give a rationale; to get feedback and come back to the commission. Mr. Stelzig suggested to tie our rates to Recology’s rates, which are coming up at the next meeting. Commissioner Baldwin will work together with Public Works on the community engagement. Consensus was to proceed with the Mayor’s suggestions of public outreach.

Ms. Engbretson discussed the Army’s easement request on Fort Stevens Military Cemetery. The Corps of Engineers is transferring this property to the VA; we currently have a road that has four houses on it – with a permanent easement. The Army wants to keep the permanent easement the same. After brief discussion there were no objections on granting a permanent easement.

Ms. Engbretson stated her preference would be to work on the chicken issue with the new Planner, once hired. Mayor Balensifer discussed the issue that came forward at this meeting – in his mind if someone wants to have 2-3 chickens, it is okay as long as it does not become a nuisance. If a person wants to have poultry, they need to get sign off with the neighbors and use common sense. Ms. Engbretson noted the issue recently came up again on listserv; she will look into it and bring something back. She stated she thinks the current issue needs to be enforced. Discussion continued. Mayor Balensifer asked if the commission would be okay with him deferring this issue to a digital town hall or would they rather just make a decision and enforce it. Commissioner Dyer felt there should be a number limit and if there are any complaints it is addressed. Commissioner Newton preferred to stick to a maximum of 4 chickens, no roosters – if there is a complaint it needs to be resolved. Commissioner Ackley stated this case should be addressed as a nuisance; and noted she agrees with Commissioner Newton. Commissioner Baldwin stated he does not want any chickens. Ms. Engbretson stated we need to have something in our code, or it is not enforceable when neighbors get mad at each other. It was noted that some people are using them to feed their families during the pandemic, but there needs to be standards for taking care of them; expand the terminology for livestock in the code. The current situation is a zoning violation and possibly a nuisance issue. Commissioner Dyer agreed to have citizen input from both sides of the issue, instead of just imposing something on people. It is not a high priority, but it is something we need to get to conclusion on – in the meantime we will follow the code.

GOOD OF THE ORDER - Mayor Balensifer requested to skip Good of the Order and proceed to the executive session; there were no objections.

At 8:31 p.m. Mayor Balensifer announced they will now meet in executive session under authority of ORS 192.660(2)(h); *to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.* He stated the

Commission is expected to return to regular session within approximately 15 minutes to take action on items considered in the executive session.

There being no further business, Mayor Balensifer adjourned the regular meeting at 8:58 p.m.

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

DRAFT

CITY OF WARRENTON

FINANCE DEPARTMENT

Volume 14, Issue 1

Monthly Finance Report July 2020

September 22, 2020

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	1.21%	2.75%
Prime Rate:	3.25%	5.50%
◆ CPI-U change:	0.6%	1.8%
◆ Unemployment Rates:		
Clatsop County:	12.9%	3.8%
Oregon:	10.4%	3.7%
U.S.:	10.2%	3.7%

Department Statistics

◆ Utility Bills mailed	3,385
◆ New Service Connections	4
◆ Reminder Letters	538
◆ Door Hangers	0
◆ Water Service Discontinued	0
◆ Walk-in counter payments	140
◆ Mail payments	1,604
◆ Auto Pay Customers/pmts	677
◆ Online (Web) payments	856
◆ Checks issued	374

Current and Pending Projects

◆ Audit Preparation and Reporting
◆ Fiscal Year End Closing
◆ Business License Renewals
◆ COVID-19 Response Continues

Financial Narrative as of July 31, 2020

Note: Revenues and expenses should track at 1/12 or 8.3% of the budget. Expenditures on pages 2-4 include personnel services, materials and services, and debt service costs as well as transfers to the capital funds. See budget for details.

General Fund: Total revenues this month are \$134,235, which is 3% of the budget. Revenues exclusive of overhead are \$59,371 compared to the prior year amount of \$77,597 and are down by \$18,226. Increases are shown in COW—franchise fees, police charges and lease receipts and are off set by decreases in transient room taxes, municipal court, community development fees, miscellaneous and interest.

Expenses this month amount to \$287,205 compared to the prior year amount of \$549,200. A decrease of \$261,995. Insurance premiums that are normally paid in July for the entire year have been moved to quarterly payments this year to address cash flow concerns due to economic uncertainty caused by the Coronavirus pandemic. All departments are tracking under budget.

WBA: Business license revenue amounts to \$60,000 compared to \$59,208 last year at this time, a difference of \$792. The number of business licenses issued year to date is 426 compared to 475 at this time last year.

Building Department: Permit revenues this month amount to \$46,281, which is

9.9% of the budgeted amount. Last year to date permit revenue was \$15,618, which was 4.5% of the budgeted amount.

State Tax Street: City Fuels Tax receipts since inception to June 2020 total \$3,812,733. Projects paid in 2020 with City fuels tax funds total \$257,258 and were:

Repair & Maintenance Overlay Projects (6) \$208,306

SW 2nd Street (Elm-Gardenia) \$935

SW 4th Street (S Main to Alder Court) \$4,228

SW 9th Intersection Widening \$4,975

SW Alder Avenue (2nd to 1st) \$38,814

Warrenton Marina: Total revenues this month are \$302,872, compared to \$303,339, at this time last year. Annual moorages billed this month amount to \$285,174 compared to \$262,403 last year. There is \$112,087 in moorage receivables outstanding.

Hammond Marina: Total revenues this month are \$128,938 compared to \$143,220 at this time last year. Annual moorages billed this month amount to \$100,826 compared to \$105,934 last year. There is \$21,452 in moorage receivables outstanding.

Of the total outstanding receivables:

\$118,617 (88.8%) is current,

\$4,972 (3.7%) is 30-60 days past due, \$571 (.5%) is 60-90 days past due and \$9,379 (7%) is over 90 days past due

Water Fund: Utility fees this month are \$258,040 and \$160,923, for in-city and out-city respectively and total \$418,936, which is 13.38% of the budget. Last year at this time total utility fees were \$455,409, which was 14.1% of the budget and are down by \$36,473.

Sewer Fund: Utility fees this month are \$208,445 and are 9.7% of the budget. Last year at this time utility fees were \$210,526 which was 9.1% of the budget and are down by \$2,081. Shoreline Sanitary fees this month are \$11,366. Septage revenue this month amounts to \$20,986.

Storm Sewer: Utility fees (20% of sewer) this month are \$41,676 and are 9.7% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$81,236 and \$18,860 and are 9.6% and 9.4% of the budget, respectively.

Other: Total revenues and expenses as of July 31, 2020 city-wide are \$1,720,919 and \$847,197, respectively.

Total revenues and expenses as of July 31, 2019 city-wide were \$1,792,722 and \$1,226,895, respectively.

Financial data as of July, 2020

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	1,043,091	1,043,091	600,000	173.85	
Plus: Revenues	134,235	134,235	4,425,741	3.03	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	10,644	10,644	160,306	6.64	
Admin/Comm/Fin(ACF)	74,863	74,863	1,167,282	6.41	
Planning	11,163	11,163	292,992	3.81	
Police	125,317	125,317	2,000,654	6.26	
Fire	57,571	57,571	855,386	6.73	
Parks	7,647	7,647	163,557	4.68	
Transfers	-	-	70,178	-	
Total Expenditures	287,205	287,205	4,710,355	6.10	
Ending Fund Balance	890,121	890,121	315,386	282.23	

	WBL				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	71,405	71,405	78,000	91.54	
Plus: Revenues	60,073	60,073	59,800	100.46	
Less: Expenditures	2,112	2,112	128,346	1.65	
Ending Fund Balance	129,366	129,366	9,454	1,368.37	

	Building Department				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	898,004	898,004	790,000	113.67	
Plus: Revenues	46,994	46,994	474,000	9.91	
Less: Expenditures	26,204	26,204	324,175	8.08	
Ending Fund Balance	918,794	918,794	939,825	97.76	

	State Tax Street				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	2,561,838	2,561,838	2,300,000	111.38	
Plus: Revenues	2,619	2,619	709,965	0.37	
Less: Expenditures	20,534	20,534	2,674,892	0.77	
Ending Fund Balance	2,543,923	2,543,923	335,073	759.21	

	Warrenton Marina				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	172,727	172,727	145,000	119.12	
Plus: Revenues	302,872	302,872	571,226	53.02	
Less: Expenditures	39,445	39,445	558,797	7.06	
Ending Fund Balance	436,154	436,154	157,429	277.05	

Financial data as of July 2020, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	180,776	180,776	160,000	112.99	3,144,980	3,144,980	2,200,000	142.95
Plus: Revenues	128,938	128,938	233,401	55.24	436,297	436,297	5,766,500	7.57
Less: Expenditures	24,249	24,249	315,641	7.68	134,371	134,371	7,049,683	1.91
Ending Fund Balance	<u>285,465</u>	<u>285,465</u>	<u>77,760</u>	<u>367.11</u>	<u>3,446,906</u>	<u>3,446,906</u>	<u>916,817</u>	<u>375.96</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,688,213	2,688,213	2,200,000	122.19	1,185,198	1,185,198	1,100,000	107.75
Plus: Revenues	258,805	258,805	2,428,800	10.66	42,725	42,725	433,400	9.86
Less: Expenditures	184,068	184,068	3,462,167	5.32	15,677	15,677	1,200,861	1.31
Ending Fund Balance	<u>2,762,950</u>	<u>2,762,950</u>	<u>1,166,633</u>	<u>236.83</u>	<u>1,212,246</u>	<u>1,212,246</u>	<u>332,539</u>	<u>364.54</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	432,697	432,697	450,000	96.15	18,239	18,239	16,000	113.99
Plus: Revenues	98,988	98,988	1,037,195	9.54	1,376	1,376	16,560	8.31
Less: Expenditures	87,791	87,791	1,291,501	6.80	1,051	1,051	24,119	4.36
Ending Fund Balance	<u>443,894</u>	<u>443,894</u>	<u>195,694</u>	<u>226.83</u>	<u>18,564</u>	<u>18,564</u>	<u>8,441</u>	<u>219.93</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	128,494	128,494	111,000	115.76	19,464	19,464	25,288	76.97
Plus: Revenues	2,903	2,903	225,902	1.29	37	37	6,407,433	0.00
Less: Expenditures	23,206	23,206	232,070	10.00	-	-	6,432,721	-
Ending Fund Balance	<u>108,191</u>	<u>108,191</u>	<u>104,832</u>	<u>103.20</u>	<u>19,501</u>	<u>19,501</u>	<u>-</u>	<u>-</u>

Financial data as of July 2020, continued

(\$) Cash Balances as of July 31, 2020

General Fund	1,101,435	Warrenton Marina	332,790	Storm Sewer	1,167,306
WBA	111,854	Hammond Marina	267,744	Sanitation Fund	360,742
Building Department	964,577	Water Fund	2,794,002	Community Center	19,527
State Tax Street	2,532,769	Sewer Fund	2,423,671	Library	111,347

Warrenton Urban Renewal Agency

Capital Projects	29,148
Debt Service	1,909,928

General Fund Revenues	Collection Frequency	2020-2021 Budget	Actual as	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				July 2020	July 2019	
Property taxes-current	AP	1,077,628	0.00	-	-	1,077,628
Property taxes-prior	AP	30,000	0.00	-	-	30,000
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	598,000	0.12	695	694	597,305
COW - franchise fees	M	256,281	10.68	27,359	17,185	228,922
Transient room tax	Q	525,212	0.00	-	19,916	525,212
Liquor licenses	A	550	0.00	-	-	550
State revenue sharing	MQ	168,891	0.00	-	-	168,891
Municipal court	M	136,700	3.89	5,321	8,735	131,379
Community development fees	I	105,000	5.49	5,760	9,580	99,240
Police charges	I	21,000	5.28	1,108	681	19,892
Fire charges	SM	103,524	0.00	-	-	103,524
Park charges	I	-	0.00	-	50	-
Miscellaneous	I	1,200	30.00	360	1,105	840
Interest	M	18,000	3.00	540	1,646	17,460
Lease receipts	M	216,473	8.42	18,228	18,005	198,245
Grants	I	-	0.00	-	-	-
Sub-total		3,258,459	1.82	59,371	77,597	3,199,088
Transfers from other funds	I	-	0.00	-	-	-
Overhead	M	1,167,282	6.41	74,863	279,965	1,092,419
Total revenues		4,425,741	3.03	134,234	357,562	4,291,507

- M - monthly
- Q - quarterly
- SM - Semi-annual in November then monthly
- AP - As paid by taxpayer beginning in November
- MAQ - Century Link, NW Nat & Charter-quarterly, all others monthly
- S - semi-annual
- I - intermittently
- MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing
- R - renewals due in July and new licenses intermittently
- A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2021. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



WARRENTON POLICE DEPARTMENT
AUGUST 2020 STATISTICS
 SEPTEMBER 22, 2020



August Statistics (% changes are compared to 2019)							
Category	2020	2019	% Chg	2018	% Chg	2017	% Chg
Calls for Service	814	1031	-21%	1015	-20%	770	6%
Incident Reports	213	211	1%	267	-20%	165	29%
Arrests/Citations	172	176	-2%	176	-2%	118	46%
Traffic Events	161	270	-40%	319	-50%	254	-37%
DUII Calls	2	3	-33%	3	-33%	4	-50%
Traffic Accidents	24	30	-20%	28	-14%	16	50%
Property Crimes	101	133	-24%	120	-16%	77	31%
Disturbances	91	130	-30%	103	-12%	79	15%
Drug/Narcotics Calls	8	5	60%	9	-11%	6	33%
Animal Complaints	24	46	-48%	29	-17%	43	-44%
Officer O.T.	137.16	171.73	-20%	160.25	-14%	143	-4%
Reserve Hours	0	40.75	-100%	37.5	-100%	16	-100%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	645	593	577	529	618	622	733	814	
Incident Reports	192	166	146	170	208	217	251	213	
Arrests/Citations	132	122	166	168	171	131	153	172	
Traffic Events	129	176	95	84	82	130	124	161	
DUII Calls	2	3	3	3	4	2	2	2	
Traffic Accidents	18	14	10	14	18	25	31	24	
Property Crimes	94	104	101	95	81	90	106	101	
Disturbances	85	80	66	98	63	51	114	91	
Drug/Narcotics Calls	4	4	12	4	3	8	4	8	
Animal Complaints	21	15	12	16	25	19	31	24	
Officer O.T.	255.07	241	215.73	117.15	187.73	223	147.15	137.16	
Reserve Hours	0	0	0	0	5	7.5	0	0	

Oct	Nov	Dec	2020 YTD	2020 Estimate	2019	2020 v 2019	2018	2020 v. 2018	2017	2020 v. 2017
			5131	7697	9106	-15%	9332	-18%	7956	-3%
			1563	2345	2420	-3%	2551	-8%	2028	16%
			1215	1823	2095	-13%	1731	5%	1098	66%
			981	1472	2461	-40%	3101	-53%	2094	-30%
			21	32	46	-32%	55	-43%	52	-39%
			154	231	260	-11%	271	-15%	226	2%
			772	1158	1254	-8%	1187	-2%	902	28%
			648	972	1082	-10%	953	2%	778	25%
			47	71	87	-19%	108	-35%	79	-11%
			163	245	328	-25%	325	-25%	301	-19%
			1523.99	2286	2194.52	4%	1731.68	32%	2400.25	-5%
			12.5	19	259.5	-93%	359.5	-95%	290	-94%

Homeless Incidents	2020	2019
Code 40 (Normal)	36	62
Code 41 (Aggressive)	2	3

The following is a graphic representation of statistics for **August 2020** using our **CityProject** membership (formerly [CrimeReports.com](https://www.cityproject.com)). The “Dots” represent a location of a call and if you would zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website, you can zoom in on each incident for more details.

- Assault
 - Assault with Deadly Weapon
 - Sexual Offense
 - Sexual Assault
 - Sexual Offense
 - Other Sexual Offense
 - Other Violent Offense
 - Homicide
 - Kidnapping
 - Robbery
- Property & Theft
 - Property Crime
 - Breaking & Entering
 - Property Crime Commercial
 - Property Crime Residential
 - Other Property Crime
 - Theft
 - Theft from Vehicle
 - Theft of Vehicle
 - Other Theft
- Disorder/Disturbance
 - Disorder
 - Drugs
 - Liquor
 - Liquor
 - Quality of Life
 - Quality of Life
- 911 or Other
 - Community Events
 - Community Policing
 - Proactive Policing
 - Emergency
 - Emergency
 - Fire
 - Fire
 - Police Calls

PROCLAMATION

WHEREAS: the first Domestic Violence Month was observed in October 1987, the same year that saw the initiation of the first national domestic violence toll-free hotline and in 1989 Congress designated October as national Domestic Violence Awareness Month; and

WHEREAS: domestic violence is a pattern of assaultive and coercive behaviors – including physical, psychological, sexual and economic abuse; social isolation and stalking – that are used to maintain power and control over a person’s intimate partner; and

WHEREAS: the crime of domestic violence violates an individual’s dignity, safety and basic human rights; and

WHEREAS: domestic violence is the single largest cause of injury and homicide for women; and

WHEREAS: children exposed to domestic violence experience terror, isolation, guilt, helplessness and grief and have a higher risk of engaging in criminal behavior and substance abuse, and becoming victims of crime; and

WHEREAS: domestic violence impacts the health and well-being of our community; and

WHEREAS: it is incumbent on every citizen to play a role in preventing and ending domestic violence.

NOW, THEREFORE: I, Henry A. Balensifer III, Mayor of the City of Warrenton proclaim October 2020 to be:

DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Warrenton and encourage all Warrenton residents to join in this observance.

Henry A. Balensifer III, Mayor



AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: For the Agenda of September 22, 2020
SUBJ: **Consideration of Letter of Support – Sunset Empire Transportation District**

SUMMARY

ODOT, in conjunction with the Northwest Oregon Transit Alliance (NWOTA), recently completed a transit access study. The project was to develop transit stop concepts for stops along the NW Connector system. The NWOTA partners are now working on a Statewide Transportation Improvement Fund (STIF) Discretionary grant to be submitted by November 2nd. This grant will be asking for funding of one transit stop in each county that is part of NWOTA. SETD has chosen the bus stop on the east side of Hwy 101 and Ensign Lane in Warrenton. It currently has a sign and an unprotected bench. This is a high usage stop and the plan is to build a full bus stop that will include a bus pull out, a larger shelter, signage, lighting, a trash receptacle, bike racks and maybe a bike repair station.

ODOT will manage the project if SETD is awarded the funding. Executive Director Jeff Hazen will present and is requesting a letter of support for the grant application.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the Mayor's signature on a letter of support from the Warrenton City Commission."

ALTERNATIVE

None recommended.

FISCAL IMPACT

N/A

September 22, 2020

Oregon Department of Transportation
Public Transportation Division
Attn: Patrick DePriest
555 13th St. NE
Salem, OR 97301-4179

Dear Mr. DePriest:

The City of Warrenton is supportive of the discretionary grant application being submitted by Tillamook County Transportation District on behalf of the Northwest Oregon Transit Alliance (NWOTA).

This grant will fund a very important bus stop on Highway 101 and Ensign Lane in Warrenton. This intersection has seen tremendous commercial growth in the past 5 years and having a bus stop with all of the amenities is appropriate for this location. Currently, there is just a sign and a bench that is not covered by a shelter. As you can imagine, our climate on the coast makes this problematic for riders waiting for their bus.

The City of Warrenton works closely with Sunset Empire Transportation District (SETD) on development applications to ensure that developers assist in the construction of bus stops when appropriate based on the size of the development being planned. We understand the positive impact that public transportation has on economic development. Having a full bus stop at this location will further the efforts of the NWOTA's NW Connector system to help reduce congestion on Highway 101 and help make the bus an attractive option for our residents.

We strongly urge that the review committee for the Statewide Transportation Improvement Fund's discretionary program recommend that this project be funded.

Sincerely,

XXXXXXXX

nwCONNECTOR

Northwest Oregon Transit Access Project

Transit Stop Improvement Summary



October 31, 2019



Introduction

This booklet summarizes the key outcomes that resulted from a collaborative Project effort between the Oregon Department of Transportation (ODOT), the Northwest Oregon Transit Alliance (NWOTA) and a Jacobs-led consultant team to work with ODOT and NWOTA to identify locations and develop advanced concept-level designs for new or enhanced bus stops along the Northwest Connector transit routes. ODOT provided project funding and management in support of NWOTA to advance the overall goal to increase access to transit.

NWOTA is an inter-agency collaborative program between five public transit organizations that are situated in five counties in Northwest Oregon. NWOTA's goal is to provide convenient regional transit connections so that everyone has an accessible, affordable way to travel. This unique consortium manages the regional Northwest Connector bus routes that connect the Willamette Valley with the Northwest Oregon coast. It provides critical transit linkages between rural areas and small communities with major cities, tourist attractions, medical facilities, recreational activities, places of work, and many other destinations. The five NWOTA transit agencies are:



Benton County
Transportation



Columbia County
Rider



Lincoln County
Transit



Sunset Empire
Transportation
District (Clatsop
County)



Tillamook County
Transportation
District

NWOTA's aim is to promote accessibility on a regional level through transit collaboration.

The Project consisted of planning, concept design, and environmental assessment services for stops that have known deficiencies and improvement needs. Field investigations and information provided by ODOT revealed existing conditions of transit stops; some stop locations were simply marked by signage, while others had shelters and benches but lacked ADA accommodation, pullouts, pedestrian/bicycle access, or other transit stop elements.

The Project resulted in identification of 24 transit stop locations as shown on the overview map, with each stop described further in this booklet. The Project addressed the following design elements:

- Safety and functionality
- Transit Stop Visibility
- Americans with Disabilities Act ("ADA") accommodation
- Bicycle and pedestrian accessibility
- Bus pull-out or stop location configuration
- Shelter size, type and other furnishings and amenities to enhance user safety and comfort
- Right of Way ("ROW")
- Roadway crossings
- Illumination and way-finding improvements
- Preparation of information needed to support future environmental documentation under the National Environmental Policy Act (NEPA).

One of four potential recommended bus stop design types shown on pages 6 and 7 were chosen as most appropriate for each location.

Columbia County Rider

- 1 Scappoose at US30 at Havlik Drive (WB)
- 2 St. Helens at US30 and Gable Road (WB)
- 3 St. Helens at US30 and Gable Road (EB)
- 4 St. Helens at US30 Columbia Blvd. (EB)

Sunset Empire Transportation

- 6 Knappa
- 7 Warrenton
- 8 Gearhart
- 9 Seaside

Tillamook County Transportation

- 10 Rockaway Beach - HWY 101 and South 3rd Ave (NB)
- 11 Rockaway Beach - HWY 101 and South 3rd Ave (SB)
- 12 Rockaway Beach - HWY 101 and North 3rd Ave (NB)
- 13 Rockaway Beach - HWY 101 and North 3rd Ave (SB)
- 14 Hebo
- 15 Pacific City

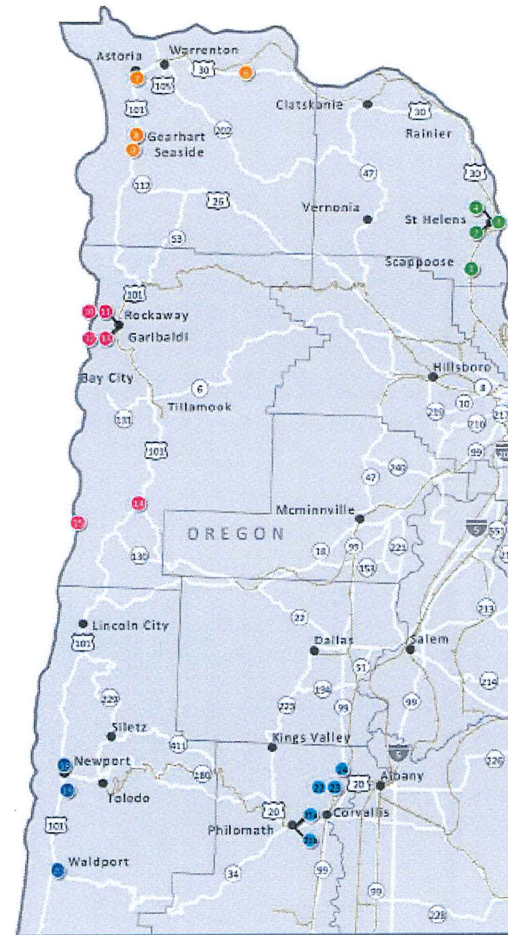
Lincoln County Transit

- 18 Newport North
- 19 Newport South
- 20 Waldport

Benton County Transportation

- 21a Philomath at US20 & 11th St. (WB)
- 21b Philomath at US20 & 11th St. (EB)
- 22 Lewisburg at OR99W & Granger Ave (SB)
- 23 Lewisburg at OR99W & Granger Ave (NB)
- 24 Adair Village

Note: Stops 5, 16, and 17 were removed from the project during earlier phases of work and are not shown in this summary.



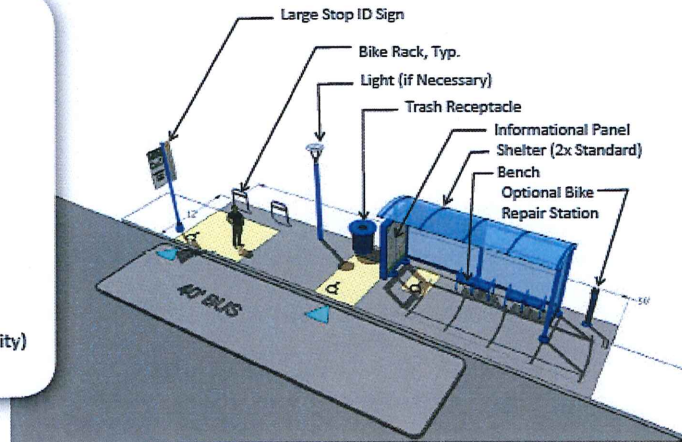
Project Overview

nwCONNECTOR Northwest Oregon Transit Access Project

Proposed Design Elements

High Ridership/High Investment

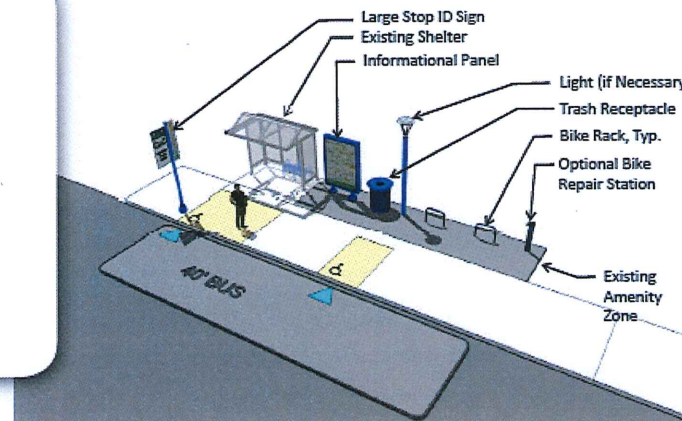
- Stop Footprint – Dimensions: 12'x50'
- Large Shelter
 - Shelter Signage Information Panel
 - Solar panel/battery powered lighting
- Stop ID Sign - Large
- 2 Benches
- Trash Receptacle
- Bike Parking (2 racks or lockers)
- Bike Repair Station - optional
- Pole light (if no existing street lighting in close proximity)
- Optional Public Art



Proposed Design Elements

High Ridership/Low Investment

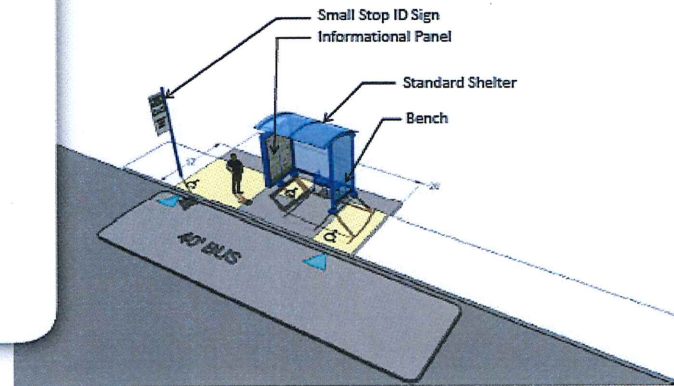
- Stop Footprint (Existing/New/Combination)
dimension varies
- Shelter (New or Existing)
 - Shelter Signage Information Panel (New)
- Stop ID Sign – Large (New)
- Bench (New or Existing)
- Trash Receptacle (New)
- Bike Parking (2 racks or lockers)(New)
- Optional Bike Repair Station (New)
- Optional public art



Proposed Design Elements

Low Ridership/High Investment

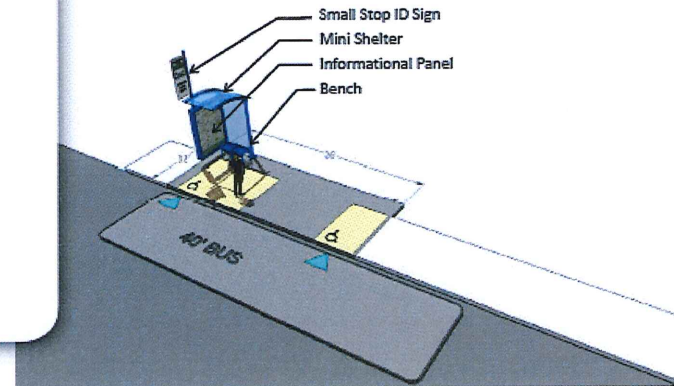
- Stop Footprint – Dimensions: 12' x 26'
- Standard Shelter
 - Shelter Signage Informational Panel
 - Solar panel/battery powered lighting
- Stop ID Sign – Small
- Bench



Proposed Design Elements

Low Ridership/Low Investment

- Stop Footprint – Dimensions: 12' x 26'
- 'Small'-shelter
- Stop ID Sign – Small
- Bench optional



Transit Stop Concepts

Stop #7 – U.S. Highway 101 and Southeast Ensign Lane (Northeast Corner) – Warrenton

Existing Conditions






Figure 6. Stop #7 site, looking northeast

October 2018 - Google Street View

Stop #7 is located on the northeast corner of Highway 101 and Southeast Ensign Lane in Warrenton. The existing transit stop has a concrete sidewalk boarding/alighting area and a small bench. The proposed transit stop includes a bus pull-out area, new signage, a shelter, a bench, bike racks, site lighting, and a trash receptacle.

Sunset Empire Transportation District

Figure 9-6 Amenity Standards and Benchmarks

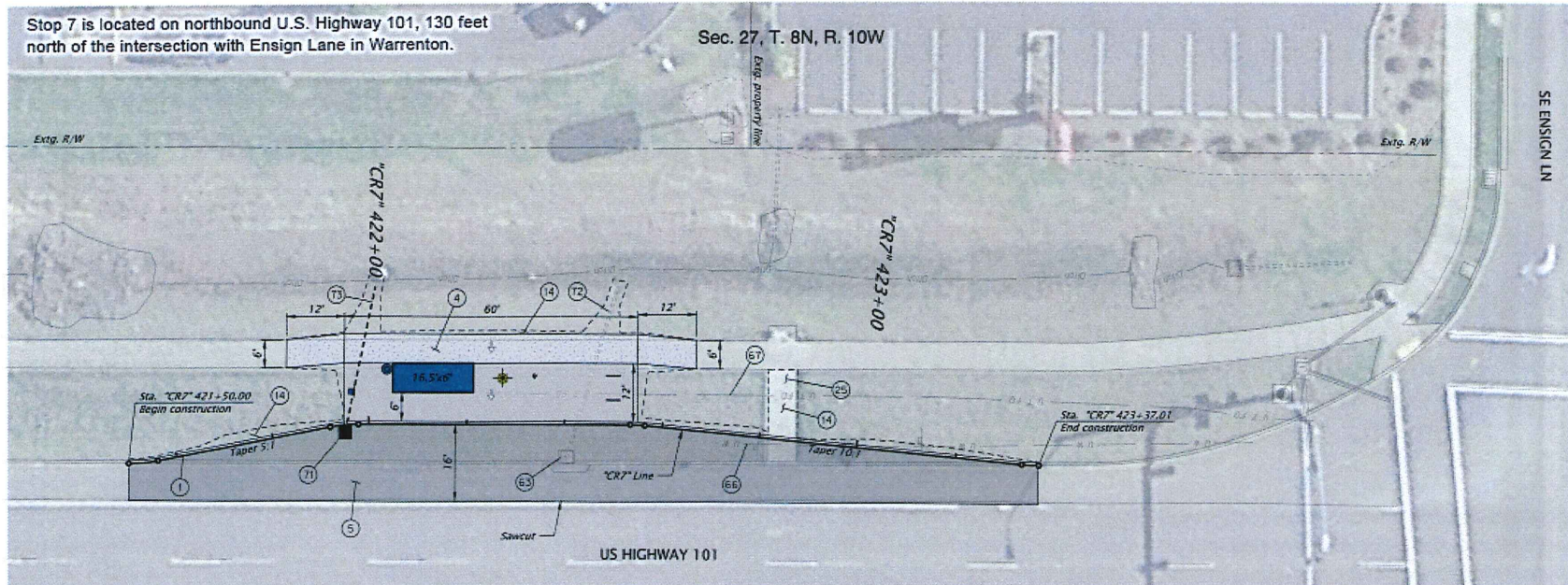
	Tier 1: Basic Bus Stop	Tier 2: Major Bus Stop with Shelter	Tier 3: Enhanced Bus Stop
Examples of Uses	<ul style="list-style-type: none"> Typical stop with a concrete pad, route sign, map/schedule, and information in Braille 	<ul style="list-style-type: none"> High Use Stops, Transfer Point 	<ul style="list-style-type: none"> Transit Centers, Highest ridership location, Park-and-Ride
Example Location	<ul style="list-style-type: none"> Geno's, Crest Motel 	<ul style="list-style-type: none"> Midtown Cannon Beach; Rainier; Sunset Beach; Emerald Heights; Tongue Point 	<ul style="list-style-type: none"> Transit Center in Astoria; Seaside Cinema; Fred Meyer hub; Clatsop Community College
Ridership	<ul style="list-style-type: none"> Low = <10 Daily Boardings 	<ul style="list-style-type: none"> Medium = 10-25 Daily Boardings 	<ul style="list-style-type: none"> High = >25 Daily Boardings
Required / Preferred Elements ¹	<ul style="list-style-type: none"> Concrete landing pad Route sign Schedule Lighting Continuous pedestrian access Well-maintained pull-off location (if stop is a pull-off) 	<ul style="list-style-type: none"> Concrete landing pad Route sign Schedule Lighting Continuous pedestrian access Well-maintained pull-off location (if stop is a pull-off) Shelter / seating 	<ul style="list-style-type: none"> Concrete landing pad Route sign System map / Schedule Lighting Continuous pedestrian access Well-maintained pull-off location (if stop is a pull-off) High-capacity shelter(s) Trash can Designated park and ride spaces
Optional Elements	<ul style="list-style-type: none"> System map / schedules Bench 	<ul style="list-style-type: none"> System map / schedules Secure bicycle parking Trash can 	<ul style="list-style-type: none"> Real-time information Secure bicycle parking Placemaking / art Solar shelters Solar lighting
Photo Examples			

Notes for all tables:

- ¹ Standards are preliminary thresholds of acceptable performance based on peer systems and industry norms.
- ² Includes main intercity routes such as Connector routes or Route 101.
- ³ Represents a Title VI required measure (system-wide service standard per FTA Circular 4702.1B). FTA does not prescribe the benchmark itself, but the tracking of such metrics.
- ⁴ Data source: March 2015-February 2016, provided by SETD
- ⁵ Peer ACS data: Redwood (Del Norte Co, CA): 0.8%; Columbia Co, WA: 0.9%; Lincoln Co, OR: 1.7%; Tillamook Co, OR: 0.9%; Grays Harbor Co, WA: 1.7%; Jefferson Co, WA: 1.9%; Pacific Co, WA: 0.6%
- ⁶ Based on Rural National Transit Database Reporting, for all services (Fixed-route plus demand-response).
- ⁷ Data source: March 2015-February 2016. SETD is currently correcting how this data was originally classified.

Stop 7 is located on northbound U.S. Highway 101, 130 feet north of the intersection with Ensign Lane in Warrenton.

Sec. 27, T. 8N, R. 10W



KEY NOTES

- 1 Const. standard curb
- 4 Const. P.C. conc. sidewalk
- 5 Const. ACP
- 14 Seed with grass
- 25 Remove extg. sidewalk
- 65 Remove extg. inlet
- 66 protect extg. water line
- 67 Protect extg. fiber optic
- 71 Const. inlet
- 72 Remove extg. storm pipe
- 73 Const. storm pipe

LEGEND

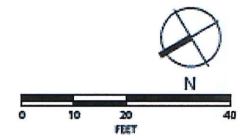
- Sidewalk
- Turning spaces, 1.5% max. both directions
- Truncated dome detectable warning surface
- Marked or intended crossing location
- Bus stop area
- Driveway
- Slope 1.5% max.
- Slope 7.5% max.

BUS STOP LEGEND

- Bus stop shelter (2 Benches)
- Bus stop ID sign
- Light pole
- Bike rack
- Trash receptacle
- Bike repair station

Notes:
1. Existing items, excluding traffic control devices, that are not designated for removal, reset, or other action shall be preserved and protected.

Stop #7 - Warrenton
Sunset Empire Transportation District
Transit Stop Concepts
NWCONNECTOR Northwest Oregon Transit Access Project





AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Mark Barnes, Interim City Planner
DATE: September 22, 2020
SUBJ: Commercial Corridor Design Standards

SUMMARY

The City Commission conducted a public hearing and first reading of the proposed ordinance on August 25, 2020; and directed staff to prepare two amendments to the proposed ordinance:

- 1) Prohibit new ministorage warehouses in the commercial corridors along South Main Avenue and Pacific Drive; and
- 2) Add minimum setback and frontage design standards for new ministorage warehouses on East Harbor Drive.

These amendments are shown in the attached draft ordinance.

PROCEDURE

This is a legislative amendment of the City's Municipal Code; and a legislative amendment of the City's primary land use regulatory document. Development Code Amendments require a public hearing before both the Planning Commission and the City Commission, which were conducted on May 14, July 9, and August 25, 2020.

RECOMMENDATION

Staff recommends that the City Commission incorporate amended language into the

proposed ordinance, and conduct a second reading and adoption. If approved, staff recommends that the City Commission also adopt approval findings, attached.

SUGGESTED MOTION

Recommended Motion 1: *"I move to conduct a second reading by short title only of ordinance 1242, amending Title16 of the Warrenton Municipal Code by adding commercial corridor development standards."*

Recommended Motion 2: *"I move to adopt ordinance 1242, amending Title16 of the Warrenton Municipal Code by adding commercial corridor development standards; and to adopt the findings attached to the staff report."*

ALTERNATIVE

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

FISCAL IMPACT

The proposal should have minimal or no impact on the Community Development Department's expenditures or revenues. No additional hearings or permits will be required as a result of the proposed amendments.

Approved by City Manager:



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

DRAFT Findings, Ordinance 1242

Comprehensive Plan

It is the City's policy to encourage development of housing needed to accommodate desired growth, and to provide every Warrenton household with an opportunity to obtain a decent home in a suitable neighborhood. (Comprehensive Plan Section 3.310)

The City has taken many steps to implement this policy. The modification of the garage requirement for multifamily dwellings will encourage development of new multifamily housing units by reducing development costs. Based on this, the City Commission finds that the development code amendment package is consistent with this policy.

Work closely with organizations and individuals to increase industrial, general commercial, and tourist commercial activities in Warrenton. (Comprehensive Plan Section 9.310, City Economy: 3)

The above policy clearly and strongly advocates for general commercial services. The commercial corridor development standards do not change the allowable uses in the affected commercial corridors. Instead, the amendments regulate the look of new development. Based on this, the City Commission finds that the amendments are consistent with this policy.

Statewide Planning Goal 1, Citizen Involvement

Goal 1 outlines policies and procedures to be used by local governments to ensure that citizens will be involved “in all phases of the planning process.” These development code amendments were reviewed in accordance with the acknowledged provisions for citizen involvement in the municipal code, which implement goal 1. The amendments do not change any of the City’s goal 1 implementation measure. Based on this, the City Commission finds that the amendments are consistent with Statewide Planning Goal 1.

Statewide Planning Goal 2, Land Use Planning

Goal 2 requires that local governments “establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.” These amendments fit into the City’s land use planning processes and policy framework. The amendments are not procedural in nature: they change substantive development standards to help the City better implement established comprehensive plan policies. The amendments do not alter the basic framework for planning in Warrenton. Based on this, the City Commission finds the amendments consistent with Statewide Planning Goal 2.

Statewide Planning Goal 5, Natural Resources, Scenic and Historic Areas, and Open Spaces

The basic aim of Goal 5 is “To protect natural resources and conserve scenic and historic areas and open spaces.” The City’s goal 5 implementation measure in its Comprehensive Plan and Development Code are unaffected by the proposed amendments. Goal 5 protection measures in areas remain in force in those areas affected by these amendments. The amendments do not add any new resources to the City’s Goal 5 inventories, or take any resources out of these inventories, or alter the prior decisions made by the City for protection of those goal 5 resources. Based on this, the City Commission finds these amendments consistent with Statewide Planning Goal 5.

Statewide Planning Goal 6, Air, Water and Land Resources

Goal 6 is “to maintain and improve the quality of the air, water and land resources of the state.” It deals mainly with control of “waste and process discharges from future development.” The amendments do not affect any of the City’s goal 6 implementation measures. These implementation measures, in the Development Code and the Comprehensive Plan, remain in effect, including in those areas subject to the amendments. Based on this, the City Commission Finds that the amendments are consistent with Statewide Planning Goal 6.

Statewide Planning Goal 7, Areas Subject to Natural Hazards

Goal 7 is to “to protect people and property from natural hazards.” The City’s goal 7 implementation measures are not changed by the amendments. The Flood Hazard Overlay Zone and the Soil Hazard Overlay zone are two of the City’s principal goal 7 implementation measures. These are unchanged by the amendments. Those areas subject to the amended commercial corridor design standards are still subject to the City’s goal 7 implementation measures. Based on this, the City Commission finds the amendments consistent with Statewide Planning Goal 7.

Statewide Planning Goal 8, Recreational Needs

Goal 8 is “to satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.” The City’s goal 8 needs are met by lands that are not in the commercial corridors affected by these amendments. The amendments do not change the City’s approach to meeting its goal 8 obligations. Based on this, the City Commission finds that the amendments are consistent with Statewide Planning Goal 8.

Statewide Planning Goal 9, Economic Development

Goal 9 is “To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.” The amendments support local economic development by facilitating the development of new commercial facilities. The amendments refine existing standards for commercial development in the City’s commercial corridors to help meet the City’s goals for commercial development. The amendments do not reduce the City’s inventory of buildable commercial lands. The amendments do not change the process for reviewing new commercial development. Based on this, the City Commission finds the amendments consistent with Statewide Planning Goal 9.

Statewide Planning Goal 10, Housing

Goal 10 is “to provide for the housing needs of citizens of the state.” The goal requires cities to assess future need for various housing types and to plan and zone sufficient buildable land to meet those projected needs. One of the amendments reduces a cost barrier for new multi-family housing development by eliminating a garage requirement. The amendments do not reduce the inventory of buildable residential lands in Warrenton, or reduce allowable residential density, or reduce the types of housing available in the City. Based on this, the City Commission finds the amendments consistent with Statewide Planning Goal 10.

Statewide Planning Goal 11, Public Facilities and Services

Goal 11 is “to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.” The amendment does not change any of the City’s goal 11 implementation measures. The supply of developable lands, and the capacity of public facilities and services, are unchanged by the amendments. Based on this, the City Commission finds the amendments consistent with Statewide Planning Goal 11.

Statewide Planning Goal 12, Transportation

Goal 12 is “to provide and encourage a safe, convenient and economic transportation system.” The City’s goal 12 implementation measures are unaffected by the amendments. Warrenton’s transportation infrastructure is unchanged by the amendments. Current and likely future transportation demand is not affected by the amendments. Based on this, the City Commission finds that these development code amendments are consistent with Statewide Planning Goal 12.

Statewide Planning Goal 13, Energy

Goal 13 is simply “to conserve energy”. The City’s goal 13 implementation measures are unchanged by the amendments. Based on this, the City Commission finds that the amendments are consistent with Statewide Planning Goal 13.

Statewide Goal 14, Urbanization

Goal 14 is “to provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.” The proposal satisfies this goal by recognizing and adding specific design standards to maximize land use for commercial spaces within Warrenton’s City Limits and Urban Growth Boundary. The amendments do not alter the UGB. The amendments are intended to facilitate urban development on Warrenton’s existing commercial corridors and on lands zoned for multi-family housing. None of the City’s goal 14 implementation measures are affected by the amendments. Based on this, the City Commission finds the amendments consistent with Statewide Planning Goal 14.

Statewide Planning Goal 16, Estuarine Resources

Goal 16 is “to recognize and protect the unique environmental, economic, and social values of each estuary and associated wetlands; and to protect, maintain, where appropriate develop, and where appropriate restore the long-term environmental, economic, and social values, diversity and benefits of Oregon’s estuaries.” The City’s primary goal 16 implementation measures are the estuarine resources element of its comprehensive plan; the development code’s Aquatic Natural, Aquatic Conservation, and Aquatic Development zones; and the development code’s Columbia River Estuary Shoreland and Aquatic Area Development Standards. These implementation measures are unaffected by the amendments. Based on this, the City Commission finds the amendments in ordinance 1242 consistent with Statewide Planning Goal 16.

Statewide Planning Goal 17, Coastal Shorelands

Goal 17 aims “to conserve, protect, where appropriate, develop and where appropriate restore the resources and benefits of all coastal shorelands, recognizing their value for protection and maintenance of water quality, fish and wildlife habitat, water-dependent uses, economic resources and recreation and aesthetics.” The City implements goal 17 primarily through the Coastal Shorelands element of its comprehensive plan; and through the development code’s Coastal Lake and Freshwater Wetlands Zone, and Water-Dependent Industrial Shorelands Zone. The amendments do not change any of these implementation measures. Based on this, the City Commission finds that the amendments are consistent with Statewide Planning Goal 17.

Statewide Planning Goal 18, Beaches and Dunes

Goal 18 is: “To conserve, protect, where appropriate develop, and where appropriate restore the resources and benefits of coastal beach and dune areas; and to reduce the hazard to human life and property from natural or man-induced actions associated with these areas.” The City’s basic

implementation measures for goal 18 are the Comprehensive plan's beaches and dunes element, and the development code's Beach and Dune Overlay District. The amendments do not change any of these implementation measures, or the City's overall goal 18 planning strategy. Based on this, the City Commission finds that the amendments are consistent with Statewide Planning Goal 18.

Ordinance No. 1242
Introduced by All Commissioners

**AN ORDINANCE AMENDING WARRENTON MUNICIPAL CODE TITLE 16,
DEVELOPMENT CODE, DIVISION 3, DESIGN STANDARDS, ESTABLISHING NEW
DESIGN STANDARDS FOR COMMERCIAL CORRIDORS**

WHEREAS, the City of Warrenton desires visually appealing commercial development along its commercial corridors to promote community economic development and related goals; and

WHEREAS, the Planning Commission held public hearings on May 14 and July 9, 2020, to consider design standards for the City's commercial corridors; and recommended an amendment package for the City Commission's consideration; and

WHEREAS, the City Commission conducted a public hearing on August 25, 2020, to receive public testimony and consider the Planning Commission's recommendations;

NOW, THEREFORE, the City of Warrenton ordains as follows:

[new language; deleted language, **changes in response to 8/25 City Commission direction**]

Section 1. Amend Warrenton Municipal Code Section 16.40.030.B, Conditional Uses in the General Commercial (C-1) District, to read as follows:

The following uses and their accessory use may be permitted in the C-1 zone when approved under Chapter 16.220 and shall comply with Sections 16.40.040 through 16.40.060 and Chapters 16.124 (Landscaping) and 16.212 (Site Design Review):

...

B. The following uses and their accessory uses are permitted in all other C-1 zoned areas within the City limits of Warrenton:

1. Cabinet, carpenter, woodworking or sheet metal shops.
2. Building contractor shops, including plumbing, electrical and HVAC.
3. Fuel oil distributor.
4. Processing uses such as bottling plants, bakeries and commercial laundries.
5. Research and development establishments.
6. Wholesale storage and distribution facilities, including cold storage.

7. Veterinary clinic, kennels.
8. Tool and equipment rental.
9. Mini-warehouses or similar storage uses, subject to the requirements in 16.116.030.G.
10. Church, synagogue, or other place of worship.
11. Commercial uses with 2nd floor residential use(s) [apartment(s)].
12. RV Park.
13. Multifamily housing development subject to the development and other applicable standards of Chapter 16.36, Section 16.124.070 generally and 16.124.070(C)(1) specifically, and Chapter 16.188.
14. Similar uses to those listed in this section.

Section 2. Amend Warrenton Municipal Code Section 16.116.030 to read as follows:

16.116.030 Architectural & Site Design Standards.

The City's development design standards are for the commercial district corridors along US Highway 101, Alternate Highway 101, SW & SE Dolphin, SE Marlin Avenue, E Harbor Drive, S Main Avenue, SE Ensign Lane, Pacific Drive, and SE Neptune. The standards in this section apply only to property in the commercial corridors listed above; lands outside of these commercial corridors are not subject to these standards. The following standards will apply to a new large retail establishment and/or complex that meets or exceeds 30,000 square feet of planned building footprint or gross floor area, whichever is greater; or has a facade length that is 100 feet or more along any street frontage. An existing large retail establishment of said square footage or length or greater shall comply with these standards if proposed renovations or improvements exceed 50 percent of the market value.

A. Orientation of Buildings. Building(s) shall be located on the property with the principal building entrance oriented toward the primary focal point of the property/development. With the exception of US Hwy 101, all buildings located on a public street shall have the main entrance front onto said street.

B. Natural Features. The property owner/developer is encouraged to protect and incorporate areas of special interests and other natural features such as grade, trees, vegetation and waterways, into the overall site plan. These areas may be calculated as part of the landscaping requirement if healthy and not damaged during construction.

C. Building Requirements.

1. Customer Entrances. The customer entrance(s) shall be clearly defined and highly visible by using features such as canopies, porticos, overhangs, recesses/projections, raised corniced parapets, decorative awnings over the door, arcades, arches, wing walls, and integral planters are highly encouraged required. A combination of two features shall be incorporated at a minimum. Mixed use buildings that require two or more entrances are allowed but shall meet the standard.

2. Roof Design. Roofs should be designed to reduce the apparent exterior mass of a building, add visual interest and be appropriate to the architectural style of the building. Variations within one architectural style are highly encouraged. Visible roof lines and roofs that project over the exterior wall of a building enough to cast a shadow on the ground are highly encouraged. Architectural methods shall be used to conceal flat roof tops. Overhanging eaves, sloped roofs and multiple roof elements are highly encouraged. Mansard style roofs shall not be allowed.

3. Materials.

a. The predominant exterior building materials shall be of high quality materials, including, but not limited to brick, sandstone, wood, native stone and cultured stone as accents to distinguish specific architectural features, rusticated metal cladding, tinted/textured concrete masonry units and/or glass products. Simulated material may be substituted for any of the aforementioned building materials.

b. At least three different building materials shall be used for 100% construction of a building. The main entrance does not count towards this standard.

c. Exterior building materials shall not include smooth-faced concrete block, tilt-up concrete panels, EIFS, stucco, or T 1-11. Prefabricated steel panels are excluded unless the design and material meets the City's design standards.

d. Metal roof may be allowed if compatible with the overall architectural design of the building.

4. Architectural Vernacular & Features. Architectural features shall include, but are not limited to, the following: recesses, projections, wall insets, arcades, window display areas, awnings, balconies, window projections, landscape structures or other features that complement the design intent of the structure and are acceptable to the Community Development Director. Vernacular architecture referred to as "Northwest Regional" or "Arts & Crafts" design shall be required. This could include the combination of materials, form, and style. Wood in the form of timber, glulam, cross laminated timber, and other natural features are predominant on the exterior and main entrance.

5. Building Colors. Exterior colors shall be of low reflectance, subtle, neutral or muted earth tone colors. The use of high intensity colors such as black, neon, metallic or fluorescent colors for the facade and/or roof of the building are prohibited except as approved for building trim.

6. Mechanical Equipment, Outdoor Storage and Service Areas. The location of loading docks, outdoor storage yards and all other service areas shall be located to the sides and/or rear of a building, except when a site abuts Highway 101, in which case the said areas shall be located to the sides of the building that do not face Highway 101.

- a. All outdoor storage yards, loading docks, service areas and mechanical equipment or vents larger than eight inches in diameter shall be concealed by screens at least as high as the equipment they hide, of a color and material matching or compatible with the dominant colors and materials found on the facades of the principal building. Chain link or cyclone fencing (with or without slats) shall not be used to satisfy this requirement.
- b. Equipment that would remain visible despite the screening, due to differences in topography (i.e., a site that is at a lower grade than surrounding roadways) shall be completely enclosed except for vents needed for air flow, in which event such vents shall occupy no more than 25% of the enclosure façade.
- c. The architectural design of the buildings shall incorporate design features which screen, contain and conceal all heating, ventilation, air conditioning units, trash enclosures, dumpsters, loading docks and service yards.

7. Building Mass: Building mass shall be limited to 150 feet in length. If any portion of the building exceeds this length, a recess or variation in height shall be required.

D. Community Amenities. Each building shall contribute to the establishment or enhancement of the community and public spaces by providing at least two community amenities such as: a patio/seating area, water feature, art work or sculpture, ~~clock tower~~, pedestrian plaza with park benches and landscaping, usable green open spaces, or other features, such as a dedicated public park acceptable to the review authority Parks Advisory Board and City Commission.

E. Outdoor Lighting. The lighting for mixed use, residential, commercial and industrial zones shall be shielded and directed down into the site and shall not shine or glare onto adjacent property or streets. Light poles, light fixtures and flag poles shall not exceed 25 feet in height and shall be pedestrian scaled. Installation cost shall be borne by the developer. Decorative exterior lighting is required on the front elevation and at the main entrance. Decorative is defined as “gooseneck” or similar design that is pedestrian oriented.

F. Parking (Pods) Areas. Parking (pods) areas shall be divided by a six-foot pathway placed between the two rows of head-on parking stalls, which shall extend the full length of each parking pod. There shall be parking spaces provided for travelers in RVs and travel trailers. This section shall be in compliance with the requirements in Section 16.120.030 and Chapter 16.128 (Vehicle and Bicycle Parking).

G. Storage Unit Facilities: Where allowed, storage unit facilities shall be subject to the following design, siting, and location standards:

1. Setbacks. New storage unit facilities shall be constructed no closer than twenty feet from the nearest street-side property line. On corner lots and through-lots, this setback shall apply to both streets. This twenty-foot setback area shall be used for landscaping, open space, public or private amenities, off-street parking, other businesses allowed in the zone; or a combination thereof.

2. Design Standards. New storage unit facilities shall be subject to the following design standards:

- a. Building material requirements in 16.131.030.C.3;
- b. Building color standards on 16.131.030.C.5;
- c. Mechanical equipment, outdoor storage and service area standards in 16.131.030.C.6;
- d. Building mass requirements in 16.131.030.C.7;
- e. Outdoor lighting standards in 16.131.030.E; and
- f. Other applicable design requirements of this ordinance.

3. Location Requirements: New storage unit facilities may be constructed and operated where allowed by the zoning district, but not in the following areas:

- a. Along the South Main Avenue commercial corridor.
- b. Along the Pacific Drive commercial corridor.

~~G. — Pathways/Walkways from Parking Area to Building Entrance(s). Internal pedestrian walkways shall be developed for persons who need access to the building(s) from the parking pods (areas). The walkways shall be located within the pods and shall be designed to provide access from the pods to the entrances of the building(s). The walkways shall be designed to separate people from moving vehicles as much as possible. These walkways shall have a minimum width of five feet with no car overhang or other obstruction. The walkways must also be designed for disabled access according to the International Building Code. This may require the walkways to be widened or modified. The walkways shall be distinguished from the parking and driving areas by use of any of the following materials: special pavers, bricks, raised elevation or scored concrete. Other materials may be used if they are appropriate to the overall design of the site and building and acceptable to the review authority; and shall meet the requirements in Section 16.120.030 (Pedestrian Access and Circulation).~~

~~H. — Landscaping. Landscaping shall meet the requirements in Chapter 16.124 (Landscaping, Street Trees, Fences and Walls).~~

Section 3. Amend Warrenton Municipal Code Section 16.36.050.J to read as follows

J. A garage (attached or detached) or carport is required for each dwelling unit up to 3 units, including multifamily dwelling units, and shall conform to the standards of Chapter 16.180. In place of garages, multi-family units are encouraged to provide storage facilities for residents subject to site design review.

Section 4. This Ordinance shall take full force and effect 30 days upon its adoption by the Commission of the City of Warrenton.

First Reading: August 25, 2020

Second Reading: September 22, 2020

ADOPTED by the City Commission of the City of Warrenton, Oregon this 22nd day of September, 2020.

Approved

Henry A. Balensifer III, Mayor

Attest

Dawne Shaw, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: September 22, 2020
SUBJ: STREET VACATION PETITION NO. 152
ORDINANCE NO. 1243

SUMMARY

The Warrenton Planning Commission approved a site design review application on February 13, 2020, for a 16-unit multi-family apartment project adjacent to Spur 104 and the Skipanon River. A condition of approval required Stan Johnson – Astoria NW Homes – to apply for a street vacation to vacate a small portion of the platted Sprague Street (SE 15th). The purpose of the vacation is to provide adequate side yard setbacks and create a buffer between properties and zoning. Sprague Street is within non-significant wetlands. The City Commission conducted a Public Hearing on August 25. Mr. Johnson has agreed to provide an easement to the City for future levee access. The City also recommended Mr. Johnson provide an easement and agree to possible relocation of the City's pump station to his property if needed in the future due to ODOT bridge improvement. Staff is working with legal counsel to provide separate agreements for these conditions, although they are notated within the vacating ordinance.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading of Ordinance No.1243 by title only."

"Ordinance No. 1243, Introduced by All Commissioners, An Ordinance Vacating a Portion of an Undeveloped Street Known as Sprague Street (SE 15th) in the Town Plat of Spokane Addition, Warrenton, Oregon."

FISCAL IMPACT

The applicant has paid the \$700 Street Vacation processing fee and the property goes on the tax rolls.

ORDINANCE NO. 1243

INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE VACATING A PORTION OF AN UNDEVELOPED STREET
KNOWN AS SPRAGUE STREET (SE 15TH) IN THE TOWN PLAT OF SPOKANE
ADDITION, WARRENTON, OREGON**

WHEREAS, The Warrenton City Commission deems it to be in the best interest of the City to vacate an undeveloped street right-of-way in the town plat of Spokane Addition in the City of Warrenton, County of Clatsop, State of Oregon; and

WHEREAS, a public hearing on the petition was held at the hour of 6:00 p.m. on Tuesday, August 25, 2020, in the Commission's Chambers at Warrenton City Hall; and

WHEREAS, due notice of time and place for said hearing was given, as by law required;

NOW, THEREFORE, the City of Warrenton ordains as follows:

Section 1. The public right-of-way in the City of Warrenton, Clatsop County, State of Oregon, described in Exhibit A, is hereby vacated. Nothing contained herein shall cause or require the removal or obstruction of any drainage ditch, abandonment of any sewer, water main conduit, utility line, pole or any other thing used or intended to be used for any public service. A permanent easement across the property to the City of Warrenton for access to its levy is hereby granted as a condition of this street vacation. In addition, the applicant will work with the City to provide a location for its pump station currently located on Alternate Highway 101, should the need arise in the future due to improvement of the ODOT bridge.

Section 2. The City Recorder of the City of Warrenton is hereby ordered to make this vacation a matter of public record; and it is expressly provided that the petitioner shall forthwith pay the costs of the necessary changes of public records, as required by law, and it is hereby provided that the City Recorder shall file with the clerk, the assessor, and the surveyor of Clatsop County, a certified copy of this ordinance.

Section 3. This ordinance will take effect 30 days after its adoption by the Warrenton City Commission.

Adopted by the City Commission of the City of Warrenton, Oregon this ___ day of _____, 2020.

First Reading:

Second Reading:

APPROVED:

Henry A. Balensifer, Mayor

ATTEST:

Dawne Shaw, City Recorder



AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: For the Agenda of September 22, 2020
SUBJ: Consideration of Event Application – Spruce Up Warrenton – Trunk or Treat

SUMMARY

The City has received an Event Application from Spruce Up Warrenton for the Trunk-or-Treat event to be held on October 31, 2020, from 1:00 to 3:00 pm in the City Park. They have laid out a plan to provide one-way travel, distancing and avoid social gathering of groups.

Staff recommends Spruce Up work with the local health authority to make sure there are no other safeguards, i.e., tracking information, that would be requested under this type of event. Other conditions could be considered, i.e., monitoring and spacing participants moving through at any particular time. I believe it unlikely the attendance will only be 150 people. But, again, I believe there are ways to mitigate this during a two-hour event where people will mainly be traveling through the “trunks.”

I believe this could be another successful event with proper procedures and diligence.

RECOMMENDATION/SUGGESTED MOTION

“I move to approve the annual Trunk-or-Treat Event at the Quincy Robinson Park.”

ALTERNATIVE

Deny the event application.

FISCAL IMPACT

N/A



Last updated: July 24, 2020

Phase Two Reopening Guidance – Venue and Event Operators

Authority: Executive Order No. 20-27, ORS 433.441, ORS 433.443, ORS 431A.010

Applicability: This guidance applies to venues and event operators who host or facilitate indoor or outdoor events, including social, recreational, cultural, civic, and faith-based gatherings in Phase Two counties.

Enforcement: To the extent this guidance requires compliance with certain provisions, it is enforceable as specified in Executive Order 20-27, paragraph 26.

Operations:

Venue/event operators are required to:

- Review and implement the [Oregon General Guidance for Employers on COVID-19](#).
- Review and implement [Statewide Mask, Face Covering, Face Shield Guidance](#).
- Ensure equipment is in good condition, according to any applicable maintenance and operations manuals and standard operating procedures.
- Close water fountains, except those designed to refill water bottles in a contact-free manner.
- Post [signs that clearly](#) list COVID-19 symptoms, direct employees and attendees/participants with symptoms to stay or return home, and list who to contact if they need assistance.
- Post signs to require physical distancing throughout facility, including but not limited to reception areas, eating areas and near bathrooms.
- Ensure that ventilation systems operate properly. Increase air circulation as much as possible by opening windows and doors, using fans, or using other methods. Do not open windows and doors if doing so poses a safety risk to employees or attendees/participants.
- Provide handwashing stations or hand sanitizer (60-95% alcohol content) throughout the facility for employees and attendees/participants to use.
- Review and implement [Phase Two Restaurant and Bar Guidance](#) if providing food and beverage at the venue.
- Require reservations or advanced ticket purchase for public events.

- Maintain contact information of purchasers/attendees for public and private events. If there is a positive COVID-19 case associated with the venue/event operator, public health may need this information for a contact tracing investigation. Unless otherwise required, this information may be destroyed 60 days after the event.

To the extent possible, venue/event operators should:

- Stagger arrival and departure times for attendees/participants to minimize congregating at entrances, exits and restrooms to follow required physical distancing requirements.
- Provide separate entrances/exits for employees and/or contractors, if possible.
- Consider placing clear plastic or glass barriers in front of reception counters, or in other places where maintaining six (6) feet of physical distance between employees and attendees/participants is more difficult.
- Strongly encourage attendees/participants to wash hands with soap and water for at least 20 seconds or to use hand sanitizer (60-95% alcohol content) regularly.
- Provide hand sanitizer (60-95% alcohol content) at entrances.

Distance and Occupancy:

Venue/event operators are required to:

- Limit the gathering capacity to a maximum of 100 people indoor or 250 people outdoor, not to exceed 250 indoor and outdoor; or the number of people, including staff, based on a determination of capacity (square footage/occupancy), whichever is less. If venue/event operators host a single event that occurs both indoors and outdoors, total maximum capacity cannot exceed 250 people, including staff.
- Determine maximum occupancy of each indoor and outdoor area, and limit number of individuals on the premises accordingly. Maximum occupancy requires at least six (6) feet of physical distance be maintained between parties.
- Maintain physical distance of at least six (6) feet per person, except that members of the same party can participate in activities/stand in line together without staying six (6) feet apart. A distance of at least six (6) feet must be maintained between parties.
- Prohibit parties of more than 10 people.
- Determine seating and configuration to comply with all physical distancing requirements. If providing food and beverage at the venue, determine seating and configuration of the food and beverage area using the [Phase Two Restaurant and Bar guidance](#).
- Do not combine parties or allow shared seating for individuals not in the same party.
- Remove or restrict seating and standing areas to facilitate the requirement of at least six (6) feet of physical distance between parties.
- Prohibit people in different parties from congregating in any area of the facility, both indoor and outdoor, including in parking lots.

- Assign a physical distancing monitor to ensure compliance with all distancing requirements, including at entrances, exits, restrooms and any other area where people may congregate.
- Use metal detectors and wands in lieu of search or pat down.
- Artists areas should adhere to group size limits and all physical distancing requirements.

To the extent possible, venue/event operators should:

- Use touchless or cashless payment options, and scan tickets without contact with attendees.
- Route foot traffic in a one-way direction to minimize close contact between attendees. Post signs for one-way walking routes to attractions, if feasible.

Cleaning and Disinfection:

Venue/event operators are required to:

- Thoroughly clean all areas of venue prior to reopening after extended closure.
- Thoroughly clean all areas of venue between events.
- Use disinfectants that are included on the [Environmental Protection Agency \(EPA\) approved list](#) for the SARS-CoV-2 virus that causes COVID-19. No product will be labeled for COVID-19 virus yet, but many products will have a label or information available on their websites about their effectiveness for human coronavirus.
- Assign at least one sanitation attendant whose sole duties are to frequently clean and disinfect work areas, high-traffic areas, and commonly touched surfaces in areas accessed by workers and attendees/participants.
- Assign at least one sanitation attendant whose sole duties are to clean restrooms hourly during the event, and ensure adequate sanitary supplies (e.g., soap, toilet paper, 60-95% alcohol content hand sanitizer) during all events.
- Routinely rotate, clean and disinfect key/phone bowls or other touchpoints at metal detectors.
- Routinely clean radios and communication devices, and do not permit staff to share radios and communication devices.
- Disinfect and clean all sound gear, including microphones, between uses.

Additional guidance for outdoor venue and event operators

Outdoor venue/event operators are required to:

- Configure outdoor space to ensure that parties contain no more than 10 people. For example: do not set tables for more than 10 people at a table or configure concert seating in groups of more than 10 seats.

- Thoroughly clean the venue between events according to the cleaning and disinfection requirements.
- Assign one (1) outdoor physical distancing monitor per 50 people to ensure physical distancing requirements are maintained at all times.
- Separate all facilities and activities hosting separate indoor and outdoor events at the same time at the same venue. Attendees/participants for separate indoor and outdoor events at the same venue must not share space, including restrooms.

Additional guidance for outdoor drive-in movie theaters

Drive-In Movie Theater operators are required to:

- Frequently clean and disinfect work areas, high-traffic areas, and commonly touched surfaces in areas accessed by workers and attendees.
- Clean restrooms hourly during the event, and ensure adequate sanitary supplies (e.g., soap, toilet paper, 60-95% alcohol content hand sanitizer) during all events.
- Determine parking and or configuration to comply with all physical distancing requirements. Ensure all attendees are parking vehicles at least six (6) feet of physical distance between each vehicle.
- Maintain physical distancing of at least six (6) feet per person, except that members of the same party can stand in concession lines together and do not have to stay six (6) feet apart. A distance of at least six (6) feet must be maintained between parties.
- If providing food and beverage at the venue, determine seating and configuration of the food and beverage area using the [Phase Two Restaurant and Bar guidance](#).

Additional Resources:

- [Signs you can post](#)
- [Statewide Mask, Face Shield, Face Covering Guidance](#)
- [CDC's Guidance for Administrators in Parks and Recreational Facilities](#)

Document accessibility: For individuals with disabilities or individuals who speak a language other than English, OHA can provide information in alternate formats such as translations, large print, or braille. Contact Mavel Morales at 1-844-882-7889, 711 TTY or OHA.ADAModifications@dhsosha.state.or.us.

CITY OF WARRENTON EVENTS APPLICATION

Application Date: 9/9/20 Event Date(s): 10-31-2020

The City requires 60-business days for processing applications and 30-calendar days for approval of ground site plans not submitted with the application.

Reservation Fee (see attached schedule) \$25.00 \$50.00 \$100.00

EVENT INFORMATION

Host Organization:

Organization Name: Spruce Up Warrenton

Type of Organization: In-City Personal/Non-Profit Out of City Personal/Non-Profit Commercial

Mailing Address: 180 SW Kalmia Ave Warrenton 97146
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: "
(If Different from Mailing Address)

Cell Phone: 417-343-5589 Fax Number: N/A

Website Address: http:// _____

Event Organizer:

Name: Jeanne Smith Title: Co-chair / Event planner

Mailing Address: 180 SW Kalmia Ave Warrenton OR 97146
(Street Address or P.O. Box) (City) (State) (Zip)

Primary Phone: 417-343-5589 Cell Phone: Same

Fax Number: N/A Email: _____

2nd Contact: Brenda Hoxsey Cell: 503-861-7309 Email: Sea Sea 214@gmail.com

On-Site Contact:

Contact information for the person who will be on-site and will be the primary contact on the day of the event.

Name & Title: Jeanne Smith Spruce Up Warrenton Co-chair / Event Planner

Mailing Address: 180 SW Kalmia Ave Warrenton OR 97146
(Street Address or P.O. Box) (City) (State) (Zip)

Primary Phone: 417-343-5589 Cell Phone: Same

Fax Number: N/A Email: Sea Sea 214@gmail.com

Alt. On-Site Contact 1: Brenda Hoxsey Phone: 503-861-7309 Email: _____

Alt. On-Site Contact 2: _____ Phone: _____ Email: _____

****Please attach to this application a list of any other managers and security staff who may be contacts in the event of an incident or emergency****

Event Details:

Event Name / Title: Trunk-OR-Treat

START Date/Time: 10/31 1:00 END Date/Time: 10/31 - 3:00

- Facility*: Gazebo Picnic Shelter Concession Stand Play Courts
 Baseball Field #1 Baseball Field #2 Baseball Field #3 Baseball Field #4
 Entire Q. Robinson Park* Carruthers Park* Ft. Stevens Parade Grounds*
 Seafarer's Park* Post Office Park Statue Park
 Skipanon River Park* Library Park* Triangle Park*

Parking lot only

*Excludes any playgrounds or playground equipment at any of the parks.

- Tansy Point Park Other City Properties: _____
 City Trails: _____
 Community Center ** Reservation made through City Hall 503-861-2233
 City Streets: See instructions under Temporary Street Closure section below.

- Type of Event: 5k or 10k Runs Bike Races Block Party Celebration
 Ceremony Concert Festival Fundraiser
 Farmers Market Marathon Parade Procession
 Planned Demonstration or March Street Fair Walkathons
 Other: _____

Event Description (25-word Minimum):

Warronton Businesses will provide decorated cars to hand out candy to trick-or-treaters. Cars would be parked at least 10 feet apart all the way around the park. Trick-or-treaters will be directed in one direction and encouraged not

Is this an annual event? Yes No

Is there an admission/entry fee? Yes No

to gather.

Details of Fee: _____

Anticipated Attendance: 150 Choose One: Adult Juvenile Both

Grounds Set-Up Plan: **A complete Grounds Set-Up Plan is required for all events. The plan must be attached to this application and include a map with locations for sanitation dumpsters/cans, concessions, stages, toilets, parking, traffic flow, etc. Any changes to the Grounds Set-Up Plan after it is submitted will require additional approvals.**

Sanitation Services Required: Yes No (If Yes, contact City Hall at 503-861-2233 for scheduling.)

Quantity of Dumpsters: 1 2 3

Dumpster Size: 1.5 c.y. 2 c.y. 3 c.y.

Service Required: Daily Once More: _____

Restrooms: Yes No Quantity of Portable Toilets: 0

Catering/Food Vendor Details: Not Applicable

Event will include the following: (Mark all that apply)

- Alcoholic Beverages Non-Profit Food Vendors Pre-Packaged Food/Beverage Items *Candy*
- Professional Catering Pot Luck Items Retail Food Vendors

- Event Organizer must obtain health permits from all food handlers.
- If alcoholic beverages will be served an OLCC permit is REQUIRED as well as a \$200 permit fee.
- If a professional caterer will be hired for the event, please provide below information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Health Insurance.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Fax Number: _____

- Concession Facilities: City Portable Quantity: _____

All concessionaires and caterers will need to provide their own fire extinguishers sufficient to meet minimum emergency standards for their concession/catering area and facilities.

Staging Details: Not Applicable

Mark all of the following items that will be used at the event:

- Amplified Music Bleachers Dance Floors Live Entertainment
- Loud Speakers Microphone(s) Stage(s) Auxiliary/Stage Lights
- Other: _____

NOTE: If any of the above items will be used, indicate their location on your attached Grounds Set-Up Plan. Use of the above items may require the Event Organizer to meet ADA Regulations, Fire Code, and City Noise Ordinance regulations.

Temporary Street Closures:

Will you be requesting any street or sidewalk closures? Yes No *parking lot* *May require City Commission Approval

Street: _____ Start Date: _____ Time: _____

End Date: _____ Time: _____

Type of Closure: Street Closure Sidewalk Closure *parking lot*

- If your event requires a multi-day closure you may be required to complete information for each day.
- Keep in mind that streets must be closed from intersection to intersection. No mid-block closures.
- It may be necessary to obtain a Professional Traffic Plan.
- The City of Warrenton may require that all affected residents/businesses both on and adjacent to the street closure be notified of the closure. The method of notification may be done by door hangers, personal contact, or other manner that is likely to get attention of building/business owner or tenant. The City may require proof of this notification in the form of a letter and date of mailing, a list of property owners notified, or similar methods. This assertion is made under potential penalty of ORS 162.085 "Unsworn Falsification." Applicant also acknowledges that any loss of income to an affected party not notified would be the responsibility of the applicant and not that of the City of Warrenton.

Do you have your own barricade equipment? Yes No

How will you meet barricade requirements?

- Host will rent barricade equipment, host will set-up & tear-down equipment.
- Host will rent barricade equipment, private company will set-up & tear-down.
- Host would like to use barricade equipment from the City of Warrenton.
 - Host will set-up & tear-down equipment.
 - Host would like City personnel to set-up and tear-down equipment.

It may be possible to use City equipment. A representative from the City will let you know if you can use any City equipment and if there will be any additional cost.

If renting barricades from a private company they must have a Warrenton Business License. Please provide:

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Parking & Shuttle Services: Not Applicable

Parking Details: *Please describe Public Parking arrangements (Indicate location on Grounds Plan)*

Shuttle Service: Will a shuttle service be provided to the event site? Yes No

Shuttle Service Plan: **(Describe the plan. Indicate pick-up, drop-off locations on Grounds Plan)**

If providing a private shuttle service, please provide the following information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Security and/or Police: Not Applicable

Event Organizer is requesting assistance from the Warrenton Police Department.

Event Organizer will provide a private security company.

If providing a private security company, please provide the following information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Fire Details: Not Applicable

All fire details below should be noted on the Grounds Set-Up Plan.

- Event will require the use of electrical generators.
- Event will host the use of fireworks, explosive devices, pyrotechnics, mock gunfire and/or the use of weaponry for special effects.

NOTE: Any use of weapons that are loaded and discharged may be prohibited by City Ordinance or may require a police officer or security on site when used. The Police will notify you.

- Event will include canopies/tents with over 200 feet of material but not more than 400 feet.
- Event will include canopies/tents with over 400 feet of material.
- Cooking equipment with excessive heat, spark and/or open flame will be used.

If hosting the use of fireworks, explosive devices, pyrotechnics, mock gunfire and/or the use of weaponry for special effects, please provide the following information:

Date of Demonstration: _____ Time: _____

Demo & Location Description *(Please indicate location of the show and/or launching on the Grounds Plan)*

Medical Plan:

All events are required to have a First Aid Station or First Aid Kit on-site. Please indicate the location on the Grounds Plan/Map. Please indicate which of the following applies:

- If necessary, in the case of an emergency, the On-Site Contact will call 9-1-1.
(This option is only available to events under 500 daily attendance.)
- Event Organizer will provide an ambulance company to be on site.
- Event Organizer will provide a medical doctor, registered nurse, and/or EMT Staff to be on site.

If providing an ambulance company, please provide the following information and attach copies of their Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

If hiring a medical doctor, RN, and/or EMT Staff, please provide the following information and attach a copy of their identification credentials.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Evacuation Plan:

Please provide a detailed description of your emergency evacuation plan.

Miscellaneous:

Animals:

Will there be any kind of animals at this event (e.g. petting zoo, pony rides, etc.)? Yes No

(If so, please indicate the location of the animals on the Grounds Plan/Map.)

NOTE: If animals will be present, food service canopies/tents must be at least fifty (50) feet away. It will also be required that Event Organizer provides portable hand-washing stations. All animal waste must be removed from the site and disposed of properly, not in any City garbage receptacles.

Balloons: BALLOON LAUNCHING PROHIBITED AT CITY-APPROVED EVENTS/FACILITIES

Due to the dangers posed by mylar balloons, latex balloons, balloon strings, valves, and etc. the City of Warrenton does not allow balloon launching of any form during City-Approved events or from City Facilities. Balloons are allowed for decoration ONLY and care should be taken to prevent any release.

Insurance: Not Applicable

Proof of valid Liability Insurance Policy coverage required 14-days in advance of event to cover all dates for the duration of the event.

Name of Insurance Provider: _____

Coverage Amount: _____

Insurance Agent: _____ Phone: _____

Deposit: Not Applicable

- A refundable deposit of **\$250** shall be charged for group event reservations.
- Remittance of the deposit at the time of the application will hold the site until the application is approved.
- The deposit may be held for up to 30-days following the event.
- The deposit is due before the event will be scheduled.
- Any expenses or damages incurred by the City for noncompliance will be withheld and are not refundable.
- For the purpose of this section, a group event is any event where 75 people or more are expected to attend or participate.
- Any request for waiver of the deposit can only be approved by the City Manager or the designee of the City Manager.

Indemnification:

Host Organization and/or Event Organizer(s) agree to defend, indemnify and hold harmless the City of Warrenton, and the City of Warrenton's employees, officers, managers, agents, council members, and volunteers harmless from any and all losses, damages, claims for damage, liability, lawsuits, judgment expense and cost(s) arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Host Organization and/or Event Organizer agree to provide satisfactory evidence of, and shall thereafter maintain during the specified special event, such insurance policies and coverages in the types, limits, forms, and ratings required by the City Manager or City Attorney or their designee.

I certify that all of the information on this application is true and correct.

Host Organization and/or Event Organizer hereby requests waiver of insurance under the prohibitive cost exemption. Note: This waiver is offered only to very small event applicants and will be determined by the City Manager.

Jeanne Smith
Print Name
Jeanne Smith
Signature

Spruce Up Warrenton Co-chair/Event Planner
Title
9-9-2020
Date

QUESTIONS?

If you have questions about facilities you can call Nancy Claterbos on Public Works 503-861-0912.
 If you have question about this form you can call Police Chief Mathew Workman 503-861-2235.

Department Approvals:

- Initial and write "Approve", "Not Approved", or "N/A" if this event does not affect your department.
- If you write "No Approved" you must attach a memo with your reasons and what the applicant needs to do to gain your approval.

Finance	Public Works	Fire	Police	Planning	Building	Marinas

Schedule of Fees:

The City of Warrenton has three classes of reservations fees for facilities use:

Road block

Road block



→
Direction of
trick-or-treaters

Road block
Cars =
decorated
trunks



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Richard Stelzig, Public Works Director
 DATE: September 22nd, 2020
 SUBJ: Bid Award – SE Anchor (Harbor-SE 3rd ST.) Waterline Project

SUMMARY

A public bid opening was held on September 15th, 2020 for the SE Anchor (Harbor-SE 3rd ST.) Waterline Project and the lowest bid was received for the project from Big River Construction for the total amount of \$129,450.53, which came in lower than the engineers opinion of probable construction cost for this project. Attached to this memo are the contract documents and technical specification from OTAK and the bid evaluation worksheet.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motions;

"I move to approve awarding the contract for the SE Anchor (Harbor-SE 3rd ST) Waterline Project to Big River Construction for the amount of \$129,450.53.

ALTERNATIVE

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

FISCAL IMPACT

This project has been approved by the City Commission and is included in the City of Warrenton 2020-2021 Adopted Budget.

Approved by City Manager:

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



CITY OF WARRENTON, OREGON

**SE Anchor (Harbor – SE 3rd St) Waterline Project
CIP Project No. 620085**

CONTRACT DOCUMENTS and TECHNICAL SPECIFICATIONS



RENEWAL DATE: DECEMBER 31, 2021

Submitted to:
City of Warrenton
Attention: Collin Stelzig, PE
Public Works Director
45 SW 2nd Street/P.O. Box 250
Warrenton, OR 97146
Phone: 503.861.0917

August 2020

Prepared By:
Otak, Inc.
Attention: Kyle Ayers, PE
Project Manager
808 SW Third Avenue, Suite 800
Portland, OR 97204
Phone: 503.287.6825

Otak Project No. 19383.A00

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CONTRACT DOCUMENTS

INVITATION TO BID

Sealed bids for the **SE Anchor (Harbor – SE 3rd St) Waterline Project** will be received and accepted via the online electronic bid services through QuestCDN vBid (www.questcdn.com) until **2:00 P.M.**, Pacific Standard Time, on **September 15, 2020** for the Owner, City of Warrenton, 45 SW 2nd Street, Warrenton, Oregon 97146, 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, electronically, separately, 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.

The work of this project will take place in Warrenton, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Potholing prior to construction, installation of a new 8" water line, disinfection and testing, including residential water services and one new hydrant. Decommission old main. Replace sewer laterals per plan. Repave Anchor Way and SE 3rd St. with a 4" AC trench patch. The work will be accomplished in the Fall of 2020.

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

1. Potholing subsurface utilities prior to construction
2. Install new 8" water line, disinfection and testing, decommissioning existing main
3. Install new residential water services and one new hydrant
4. Replace sewer laterals per plan
5. Overlay water main trench and services with 4" AC trench patch

NOTE: The intent of this contract is to provide a new water main and services per contract technical specifications.

IMPORTANT: Complete digital project bidding documents are available at <http://www.questcdn.com>. You may download the digital plan documents for \$30 by inputting Quest project **#7151520** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Please contact Kyle Ayers, PE, at (503) 440-1088 if you have any questions. No paper documents will be accepted.

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.

A pre-bid conference **will not** be held.

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 online bid must be completed and submitted, all addenda acknowledged, and acknowledgement uploaded to the site, and a copy of the bid bond uploaded to the site. If a copy of the bid bond is uploaded, the original must be provided to the City after the bid opening but before the end of business on **Tuesday, September 15, 2020**. 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 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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INSTRUCTIONS TO BIDDERS

1. THE PROJECT:

The work of this project will take place in Warrenton, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following:

1. Potholing subsurface utilities prior to construction
2. Install new 8" water line, disinfection and testing, decommissioning existing main
3. Install new residential water services and one new hydrant
4. Replace sewer laterals per plan
5. Overlay water main trench and services with 4" AC trench patch

NOTE: The intent of this contract is to provide a new water main and services per contract technical specifications.

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, the Drawings and Technical Specifications prepared or issued by Otak, Inc., 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 emailed to Kyle Ayers, P.E., the Engineer for Otak, Inc., email: kyle.ayers@otak.com and to be given consideration must be received at least four 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:

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 City, at its sole discretion, shall have the right to reject any bid based upon record of past performance, including but not limited to: price and cost data from previous projects, quality of work, ability to meet schedules (which may result in damages to City), cost control and contract administration, including whether there is evidence of satisfactory performance. The City may reject any bid not in compliance with all prescribed public bid procedures and requirements and may reject for good cause any or all bids in accordance with ORS279B.110.

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:

A pre-bid conference will not be held.

9. DISCLOSURE OF FIRST-TIER SUBCONTRACTORS:

In accordance with ORS 279C.370, each bidder must submit a completed First-Tier Subcontractor Disclosure Form within two working hours after the date and time of the bid opening through www.QuestCDN.com. 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 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.

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 make up 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 seven 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:

Bids shall be submitted as specified 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 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 judgement, 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 after 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 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.

BID FORM

BID OF _____ (hereinafter called "Bidder"), organized and existing under the laws of the State _____, doing business as _____.
(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
- 2.

SE Anchor (Harbor – SE 3rd St) Waterline

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 _____ through _____. 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 45 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.
- 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 certifies that the Bidder has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

10. The Bidder will complete the work for the following prices found in vBid online documents.

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

- a. The required Bid Security submitted on-line with the Bid Form.
- b. The First-Tier Subcontractor Disclosure Form submitted on-line within two hours after the date and time of the bid opening.
- c. The on-line vBid Schedule of Contract Prices as filled out and submitted by the Contractor.

Respectfully Submitted,

Name of Firm _____

Address _____

Federal Employer I.D. No. _____

State Employer I.D. No. _____

State C.C.B. Registration No. _____

Telephone (____) _____

FAX No. (____) _____

By _____

(Signature)

Name _____

(Please Print)

Title _____

If Corporation, Attest _____
(Secretary of Corporation)

Dated this ____ day of _____, 2020

BID BOND

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ 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 (\$ _____)

_____ 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:

SE Anchor (Harbor – SE 3rd St) Waterline

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 _____ day of _____, 2020.

PRINCIPAL: _____ **SURETY:** _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

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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: SE Anchor (Harbor – SE 3rd St) Waterline Project

BID #: _____ BID CLOSING: Date: September 15, 2020 Time: 2:00 AM PM
REQUIRED DISCLOSURE DEADLINE: Date: September 15, 2020 Time: 4:00 AM PM

Deliver Form To (Agency): City of Warrenton

Designated Recipient (Person):

Agency's Address: "Sealed bids will ONLY be received and accepted via the online electronic Bid serice through www.QuestCDN.com"

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:

Table with 3 columns: SUBCONTRACTOR NAME, CATEGORY OF WORK, DOLLAR VALUE. Rows 1-6 with blank lines for entry.

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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AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020 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

SE Anchor (Harbor – SE 3rd St) Waterline Project

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. Drawing prepared by Otak, Inc.
- n. Specifications prepared or issued by Otak, Inc., dated August 2020.
- o. Addenda:

No. _____, dated _____, 2020.

No. _____, dated _____, 2020.

No. _____, dated _____, 2020.

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 damaged 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 **\$200.00** 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:
 - 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 4 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.
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 therefrom.

"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.

"Engineer" - The firm of Otak, Inc., 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.

"Responsible" means meeting the standards set forth in OAR 137-047-0640 or 137-049-0390(2), and not debarred or disqualified by the Contracting Agency under OAR 137-047-0575 or 137-049-0370.

"Responsible Offeror" means, as the context requires, a Responsible Bidder, Responsible Proposer or a Person who has submitted an Offer and meets the standards set forth in OAR 137-047-0640 or 137-049-0390(2), and who has not been debarred or disqualified by the Contracting Agency under OAR 137-047-0575 or 137-049-0370.

"Responsive" means having the characteristic of substantial compliance in all material respects with applicable solicitation requirements.

"Responsive Offer" means, as the context requires, a Responsive Bid, Responsive Proposal or other Offer that substantially complies in all material respects with applicable solicitation requirements.

"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.

"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
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 45 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 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).

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.
- 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.

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 Provisions; (4) Technical Specification; (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:

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 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 Subsection 9.5 of 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.

Change order pricing, provided by the Contractor, shall be commensurate with the Bid, Schedule of Unit Prices. If requested by the Engineer, the Contractor shall supply a Schedule of Unit Values detailing the component breakdown of the provided unit prices within the Bid. The Schedule of Unit Values shall detail all labor, equipment, materials, profit and overhead associated with each component of the unit price, as requested or directed by the Engineer. These supplied values will be used to verify pricing for extra work when the scope of the extra work does not fall under an established bid item. Pricing for extra work provided by the Contractor which is not commensurate to the Schedule of Unit Values will be rejected.

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.

Changes in the work shall be priced commensurate with the Bid Schedule of Contract Prices.

4.10 RECORDS:

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.

4.11 NO COMPENSATION:

Subject to Subsection 4.12, Compensation for Standby, the Contractor shall not have any claim for compensation or damages against the Owner or Engineer for any suspension, stoppage, hindrance or delay from any cause whatsoever.

4.12 COMPENSATION FOR STANDBY:

When the Work or any part of it is suspended by order of the Engineer for a reason which is not related to the Contractor's performance of the Work, the Owner may consider a claim for payment of standby costs which may be incurred by the Contractor. When such costs are claimed they shall be legitimate, reasonable, and supported by proper documentation as required by the Engineer.

The Owner will not pay for standby costs related to any of the following:

- Weather or other natural conditions;
- Failure by the Contractor to carry out orders given by the Engineer;
- Any failure by the Contractor to comply with a requirement or provision of the Contract;
- Any failure by the Contractor to appropriately schedule the sequence of Work;
- Any failure by the Contractor to appropriately explore underground conditions and report findings to the Engineer in a timely manner and well in advance of critical path items such as crossings, tie-ins, special order parts or equipment, etc.;
- Any failure by the Contractor to provide for the safety of the public or his, the Owner's or the Engineer's work force;
- Any failure by the Contractor to protect the property of the Owner or others;
- Any delay occurring while defects or failures in the Work are being remedied;
- Any change in the quantity of any item of Work from the estimated quantity shown in the Contract Unit Price Schedule;
- Any equipment or work force which was not actually present and actively working on the Work immediately prior to the suspension of the Work;
- Any haul trucks or their drivers used on the Work;
- Any suspension of the Work that is less than 4 hours in duration; and
- Testing of Material or Work for compliance with Specifications and Plans.

When the Owner fails to provide right-of-way necessary for access to the Work, and has not so notified the

Contractor in the special provisions of the Contract, and in the Engineer's opinion alternate work areas are not available or practical to allow continued prosecution of the Work, the Owner may consider the payment of a claim for standby, which shall not in any case exceed 10 days.

When a claim for standby is considered by the Owner, direct costs which, in the opinion of the Engineer, could not have been avoided by the judicious handling of forces, equipment or plant, will be paid to the Contractor in an amount that the Owner finds to be fair and reasonable. No item of cost other than idle time rate of equipment and necessary payments for idle time of workers will be considered.

Compensation for standby time of workers and equipment will be determined by the Owner, and in accordance with the following:

- (i) The time paid for will not exceed eight hours in any one day;
- (ii) Saturdays, Sundays and statutory holidays will be excluded;
- (iii) Overhead and profit will be excluded; and
- (iv) The idle time equipment rates will be determined by the Owner.

Upon termination of the suspension by the Engineer or the Owner, the Contractor shall resume operations at once.

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 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 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:

No actual construction staking in the field will be done for this project.

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.

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 reperformance 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 technical 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 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 technical specifications or in the special provisions 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 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 ensure 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.530 (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.

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 Defense
 Army Corps of Engineers
Department of Energy
 Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services Department

Department of the Interior

 Bureau of Land Management
 Bureau of Reclamation
 U. S. Geological Survey
 U.S. Fish and Wildlife Service

Department of Labor
Occupation Safety and Health Review Commission
Water Resources Council

 Department of Housing and Urban Development

Oregon State Agencies

 Department of Agriculture
 Soil and Water Conservation Commission
Department of Energy
Department of Environmental Quality
Department of Fish and Wildlife

Department of Fish and Wildlife
Division of State Lands
Water Resources Department
Department of Fish and Wildlife

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 current posted Prevailing Wage Rates,(at the time of project bidding) 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

BOLI wage rates are those in effect as of the bid date.

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, copartnership, 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:

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.

CITY BUSINESS LICENSE: Prior to starting work CONTRACTOR shall pay the CITY business license tax and provide the Public Works Department with a copy of business license receipt. CONTRACTOR shall, likewise, require all subcontractors to pay the CITY business license tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

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.

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:

The use of explosives is not required for this project. In the event they become necessary, the following provisions will apply:

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:

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.

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.

- 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 \$2,000,000.00 for all damages rising 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 \$2,000,000.00 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 \$2,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000.00 aggregate for any such damage sustained by 2 or more persons in any one accident. Vehicular liability limits shall be not less than \$2,000,000.00 for any one person and not less than \$2,000,000.00 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 Commercial General Liability Insurance 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 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.

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, 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 noncontrolling 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 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:

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:

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:

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 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.

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. 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.

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 uncomplished. 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 Provisions of these specifications.

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

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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PERFORMANCE BOND

Bond No. _____

Solicitation _____ N/A _____

Project Name: **SE Anchor (Harbor – SE 3rd St) Waterline Project**

_____ (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, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall 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 SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 2020

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

PAYMENT BOND

Bond No. _____

Solicitation N/A

Project Name: **SE Anchor (Harbor – SE 3rd St) Waterline Project**

_____ (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, standard specifications, special provisions, 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.

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 _____, 2020

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

CERTIFICATE OF COMPLIANCE

City of Warrenton
45 SW 2nd Street/P.O. Box 250
Warrenton, OR 97146

ATTN: Collin Stelzig, P.E., Public Works Director

PROJECT NAME: SE Anchor (Harbor – SE 3rd St) Waterline Project

PROJECT LOCATION: Warrenton, Oregon

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]

[Date]

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TECHNICAL SPECIFICATIONS

DIVISION ONE – GENERAL REQUIREMENTS

SECTION 101 – SUMMARY OF WORK

101.1 THE PROJECT:

The work of this project will take place in Warrenton, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following:

1. Potholing subsurface utilities prior to construction
2. Install new 8" water line, disinfection and testing, decommissioning existing main
3. Install new residential water services and one new hydrant
4. Replace sewer laterals per plan
5. Overlay water main trench and services with 4" AC trench patch

NOTE: The intent of this contract is to provide a new water main and services per contract technical specifications.

These specifications, in conjunction with applicable provisions or other parts of the specifications and the plans shall govern the character and quality of equipment, material, construction procedures and workmanship for work under this contract. References within these Specifications also include the Oregon Standard Specifications for Construction. In the event of a conflict or where there appears to be a conflict in Specifications or the Construction Plans, the most stringent shall apply. In the event that these Specifications are silent, the most current edition of the Oregon Standard Specifications for Construction shall be used. A PDF copy of these specifications can be found at the following location:

[https://www.oregon.gov/ODOT/HWY/SPECS/Pages/2015_Standard_Specifications.aspx#2015_Standard_Specifications_\(PDF_Versions\)](https://www.oregon.gov/ODOT/HWY/SPECS/Pages/2015_Standard_Specifications.aspx#2015_Standard_Specifications_(PDF_Versions))

101.2 WORK SEQUENCE:

The Contractor shall schedule work to maintain the public's continuous access to those properties having driveways and main access routes within the limits of the project. The Contractor shall include in the contract sum sufficient funds as may be required for delays and interruptions of work caused by the public's continuous use and access to those businesses and properties abutting and adjacent to the limits of the project. No additional payment to the Contractor will be allowed on account of the Contractor's failure to anticipate such costs.

101.2.01 Public Access - The Contractor shall schedule work on this project such that it be excavated and constructed in an orderly manner according to the following sequencing requirements.

- All concrete sidewalks shall be available for use by the public no later than 3:00 p.m. of each work day preceding each weekend throughout the duration of the project.
- All existing concrete sidewalk areas shall be available for continuous public access every weekend and holiday throughout the duration of the project with either:
 - a) the existing concrete surface,
 - b) the temporary crushed rock surface, or

101.2.02 Driveway Access - The Contractor shall coordinate with each property owner and provide a minimum 1 week notice prior to disruption of existing driveway and construction of new driveway. The Contractor shall schedule all concrete valley gutter and driveway work in order to provide the abutting property owner and driveway users with the maximum amount of access over existing and new driveways, in accordance with the following requirements:

- Temporary crushed rock ramps to provide vehicular access over the driveway shall be provided by the Contractor as needed.
- Once the existing driveway is removed in front of any one abutting property within the project limits, the Contractor shall place, fine-grade and compact the crushed rock driveway leveling course within 1

calendar day after the removal of such driveway. Temporary crushed rock ramps to provide vehicular access over the driveway shall be provided by the Contractor as needed. The contractor shall allow for minimum 3 days curing time of new concrete prior to installation of temporary vehicular bridge including the use of protective fabric, clean sand, crushed rock and steel plates in order to protect new concrete.

- The Contractor shall notify, in writing, each affected business, property owner or resident at least 7 Calendar Days before beginning excavation, removal or reconstruction of the driveway or access.

101.2.03 Removal of Asphalt Pavement - Remove all existing asphalt pavement surfaces designated to be removed as necessary to construct new utilities, concrete gutter, sidewalk, and roadway. The Contractor shall schedule all pavement demolition work in order to provide the public with the maximum amount of access along existing pavement surfaces and/or new base rock surfaces in accordance with the following requirements:

- Remove only as much pavement as needed to construct all underground trenching operations. Leave all other asphalt pavement areas in place during trenching for underground utilities, specifically at existing driveways and delivery areas.
- Finally, remove all pavement and prepare subgrade for base rock.
- The maximum length of time that any one block within the project limits is without an asphalt or base rock surface shall not exceed 15 calendar days. This maximum time period of 15 calendar days shall begin with the removal of the remaining asphalt pavement within any one block and shall end with the complete installation of new base rock within that same block, including compaction of the new base rock. Temporary crushed rock ramps to provide vehicular access over the new concrete valley gutters and driveways shall be provided by the Contractor as needed.

101.2.04 Traffic Control - The Contractor shall develop and submit a Traffic Control Plan (TCP) for review and approval as specified in Section 130.4. The traffic control plan shall detail key intersections within the project zone in accordance with Section 157 of these specifications. The contractor shall include signage along side streets as necessary to inform traffic of the route closure and proper rerouting. The Contractor shall furnish and place traffic control barricades and signs according to the MUTCD and ODOT specifications in order to allow the public reasonable access to those businesses and residences within the project's limits. The Contractor shall use cones, delineators, detour signs and barricades to keep vehicular and pedestrian traffic out of the immediate construction zone of the Contractor. All signs and barricades must be approved by the City of Warrenton and the Engineer prior to ordering.

101.2.05 General sequence of work - The Contractor shall begin work on the project within 10 days from the date the Notice to Proceed is issued.

101.2.06 Contractor's construction equipment - All construction equipment shall be so parked so as not to disrupt normal two-way traffic along side streets and so as not to block any vehicular or pedestrian access to adjoining properties. Any damage to the existing roadway, utilities, drainage system or shoulders shall be repaired to the City's satisfaction at the Contractor's expense.

Steel tracked equipment shall not be used on paved surfaces that are not to be replaced. If steel tracked equipment cannot avoid moving across these asphalt surfaces, protection measures shall be used such as steel plates, plywood or other means to protect the remaining surface. Any surface damaged by steel tracked equipment shall be repaired or replaced to the satisfaction of the Owner at the Contractor's expense.

101.2.07 Removal of existing water mains within project limits - The Contractor is responsible for cutting, capping and installing temporary valving as necessary to make clean, straight connections to the existing water system with as few fittings as possible or as directed by the Engineer. The Contractor shall demolish the existing water mains within the work area as necessary to create the necessary room for the proposed utilities. The Contractor shall develop and submit a Water Sequencing Plan (WSP) for review and approval as specified in Section 130.6.

101.2.08 Interference between existing utilities and new utilities - Conflicts exist between existing franchise utilities and proposed utility and road improvements. The Contractor shall make all necessary provisions to perform necessary relocations as specified in the plans to allow for the new construction of the water and storm system.

101.2.09 Project Dewatering - The Contractor is responsible for installing a dewatering system as specified in Section 222. The Contractor shall have the dewatering system designed and in place and operational prior to beginning installation of any new utilities or performing any compaction efforts as determined necessary by the Engineer.

101.3 OWNER'S RIGHTS UPON THE PREMISES:

The Owner, on behalf of both the public and the City of Warrenton, reserves the right to enter upon the premises, to use same, or to use parts of the work before substantial or final completion of the work, it being understood that such use by the Owner and the public in no way relieves the Contractor from full responsibility for the entire work until final completion of the contract.

END OF SECTION 101

SECTION 104 – COORDINATION

104.1 PROJECT COORDINATION:

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: The telephone number for the Oregon Utility Notification Center is (503) 232-1987.)

The work of this project involves underground and overhead utilities, and public rights-of-way. The Contractor shall coordinate all work with the following agencies prior to beginning the project.

104.1.01 - City Street Right-of-Way, Storm Drainage System and Water System; City of Warrenton Public Works Department, Collin Stelzig, (503) 861-0917 or Kyle Sharpsteen, (503) 298-9306.

104.1.02 - City Storm/Sanitary Sewer System; Larry Neahring, (503) 791-2944.

104.1.03 - CATV; Charter Communications, Bill Honi, (503) 298-0129.

104.1.04 - Telephone Facilities; Centurylink, Mike Meisner, (503) 242-7676.

104.1.05 - Electric Facilities; Pacific Power, Marilyn Brockey, (503) 861-6005.

104.1.06 - Gas Facilities; Northwest Natural Gas, Rich Girard, (503) 226-4211 Ext. 2967

104.2 CUTTING AND PATCHING:

104.2.01 Notification - The Contractor shall notify the Engineer at least 3 days prior to any cutting which affects:

- a. the structural integrity of any completed or existing work, or
- b. the weatherproof integrity of any weather-exposed or moisture-resistant work.

104.2.02 Preparation - Prior to any cutting, the Contractor shall provide and maintain adequate temporary support and protection necessary to assure the structural and weatherproof integrity of the affected work. The Contractor shall protect from damage all portions of the exposed work and other portions of the project.

104.2.03 Existing Conditions - After uncovering work, the Contractor shall inspect the existing conditions and report to the Engineer any unsatisfactory or questionable conditions to the Engineer. The Contractor shall not proceed with further work until the Engineer provides further instructions.

104.3 MEASUREMENTS:

Before ordering any materials or doing any work, the Contractor shall verify all measurements on the project and shall be responsible for the correctness of the same. No additional payment to the Contractor will be allowed on account of difference between actual dimensions and measurements indicated on the plans.

END OF SECTION 104

SECTION 106 – REGULATORY REQUIREMENTS

106.1 PERMITS AND FEES:

The Contractor shall procure all construction permits, performance bonds and licenses required by all approving agencies. The work of this project falls under the jurisdiction of the City of Warrenton. The Contractor shall conform to all jurisdiction requirements of the governing agencies when working within the public right-of-way.

Work hours are to be between 7am and 7pm, Monday through Friday. Any deviation from this schedule must be requested by the Contractor in writing and receive approval from the City.

END OF SECTION 106

SECTION 120 – PROJECT MEETINGS

120.1 PRECONSTRUCTION CONFERENCE:

Immediately after signing the Agreement and prior to the start of any work, the Contractor, the Engineer and the Owner shall meet together to review procedures for ensuring the smooth progress of the work and to discuss any other items requiring clarification.

120.2 WEEKLY PROGRESS MEETINGS:

Periodic project meetings between the Contractor and the Engineer shall be scheduled by the Engineer throughout the construction process on a weekly basis to discuss coordination and scheduling of construction activities. In general, such meetings shall be held each Monday morning on the project site. The Contractor shall inform the Engineer of the project schedule and construction activities planned for the coming week and shall provide a verbal update to the Engineer on the project schedule for the actual work completed through the end of each week.

Residents adjacent to the project will be allowed to be present at these weekly meeting in order to be informed about road closures, access to their properties and proposed work for the week.

END OF SECTION 120

SECTION 130 – SUBMITTALS

130.1 GENERAL:

The Contractor shall be required to submit the following submittals.

- 1) Construction Schedule
- 2) Shop Drawings, Product Data, and Samples
- 3) Traffic Control Plan & Sequencing Plan
- 4) Demolition Plan
- 5) Water Shut-Down & Sequencing Plan
- 6) Record Drawings at completion of project
- 7) Dewatering Plan
- 8) Aggregate, Asphalt Mix & Concrete Mix Design

130.2 CONSTRUCTION SCHEDULE:

130.2.01 Project Schedule - The anticipated construction schedule is set forth in the Instructions to Bidders. Prior to commencing work on the project, the Contractor shall submit to the Engineer for review, a complete construction schedule detailing the order in which the work will proceed together with an estimated time schedule. An updated project schedule shall be submitted on a monthly basis along with every monthly progress payment request. If Contractor's submitted schedule and the prosecution of work vary by 2 weeks or more, Contractor shall re-submit a new schedule, and a work plan to complete project on time.

130.2.02 Final Paving Completion - The Contractor shall complete final lift paving of the entire project no later than December 19, 2020.

130.3 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:

130.3.01 Identification - Shop drawings, product data, and samples shall be dated and contain: Name of project; description or names of equipment, materials and items; identification of locations at which the equipment, materials or items are to be installed.

130.3.02 Transmittals - Submission of shop drawings, product data, and samples shall be accompanied by transmittal letter, in duplicate, containing project name, Contractor's name, number of drawings, data and samples, and titles.

130.3.03 Quantity - Unless otherwise specified, the number of shop drawings, product data, and samples which the Contractor shall submit and, if necessary, resubmit shall be the number of copies that the Contractor requires to be retained plus two copies which will be retained by the Engineer.

130.4 TRAFFIC CONTROL PLAN & SEQUENCING PLAN:

130.4.01 Traffic Control Plan (TCP) Guidelines:

1. TCP shall be drawn on 24" x 36". Base Map is available from the Engineer upon request.
2. TCP must use legible lettering and clear, contrasting, symbols for viewing or printing.
3. Include name and telephone number of the 24-hour contact person representing the contractor.
4. Show all nearby streets with street names to assure proper orientation.
5. Show existing sidewalks, driveways and intersections in the construction work zone including areas affected by taper transition.
6. Show location and dimensions of the construction work zone.
7. Show staging area and materials storage area, as appropriate.
8. Indicate location of construction signs, barricades, and delineators.
9. Use a legend to define all signs and symbols and designate them with MUTCD nomenclature.
10. Show existing and proposed temporary parking restriction zones and signs, as needed, within the work area.
11. Road closures will require approval from the Director of Public Works, Police, Fire Department and Emergency Services.
12. Signs and barricades will be required to direct pedestrians and bicyclists through or around the construction work zone and shall be shown on the TCP.
13. Indicate on the plan the duration of the construction work and subsequent traffic control (include type of work and estimated start date, as appropriate).

130.5 DEMOLITION PLAN:

130.5.01 Demolition Plan - Contractor shall detail the different stages of the demolition plan, located within the Construction Drawings. Details of these stages may be incorporated into the Construction Schedule.

130.6 WATER SHUT-DOWN & SEQUENCING PLAN:

130.6.01 - A Water Sequencing Plan (WSP) shall be submitted by the contractor and approved by the City and Engineer prior to the installation of any water main or appurtenances. At a minimum, the WSP shall address the following information:

1. WSP shall be drawn on 24" x 36". Base Map is available from the Engineer upon request.
2. Indicate on the plan the duration of the construction work and subsequent disruptions and tie-ins (include type of work and estimated start date, as appropriate).
3. Contractor shall sequence construction to allow for continuous water service to all residences throughout the project area, except as required for mandatory shut-downs. Due to the lack of water valves on the existing system within the project region, breaks, shut-downs and tie-ins will impact large portions of the City's residence.
4. There may be an existing asbestos (AC) water main, susceptible to breakage. Contractor shall take every precaution possible to secure and protect the existing main and services.
5. Conflicts exist between the existing water main and new water main throughout the project, particularly at intersections. The contractor shall install temporary thrust blocking and temporary valving as necessary to allow the demo of conflicting water pipes.

6. Contractor shall phase construction to limit the amount of mandatory shut downs when tying the new water mains into the existing system. This may require the contractor to construct, test and disinfect the new water main in sections, utilizing temporary tie-ins.
7. New water mains and appurtenances - construction should begin in the proximity of existing mains to facilitate future installation of the testing corporation stop assembly (i.e. jumper) and tie-in.
8. Connection to any existing waterline is not allowed until contractor is ready to test new water mains prior to placing them in service. Contractor shall be responsible for all labor and equipment required for pressure testing flushing, dechlorination, erosion prevention, and repair of any damage caused by any and all water main flushing prior to issuance of tentative acceptance by the city or engineer.
9. Initial flush - initial flushing of new water main(s), including all hydrants and dead-end water main(s), may commence after jumper has been installed and connection to the existing water main is complete. City personnel may verify that initial flushing is properly performed and all air and debris have been removed from the new water main. All water mains shall be initially flushed at a minimum rate of 2.5 feet per second (fps) and for the duration necessary to provide a minimum of 2 complete water turn-overs within the new water main(s).

10. Removal of the jumper and final flush – Once City or Engineer approval has been granted, the Contractor may remove the jumper and perform needed flushing on the new water main to remove any remaining air and debris. City personnel may flush existing water mains as necessary and verify that Contractor's flushing of the new water main(s) is adequate.

130.7 DEWATERING PLAN:

130.7.01 Dewatering Plan - Contractor shall submit a dewatering plan meeting the requirements of these technical specifications as required by the Engineer.

130.8 RECORD DRAWINGS AT COMPLETION OF PROJECT:

130.8.01 Record Drawings - Contractor shall submit Record Drawings to the Engineer or City upon completion of construction. Record Drawings shall be submitted in both paper and digital (PDF) form. Any associated warranty information, manuals, cut sheets, etc. pertinent to the construction shall also be submitted.

END OF SECTION 130

SECTION 151 – TEMPORARY FACILITIES AND CONTROLS

151.1 TEMPORARY ELECTRICITY:

The Contractor will provide and pay all charges for a source of power. The Contractor shall provide his own extension cords, temporary lighting lamps and wiring for his work. Heavy or special power sources required for welders, etc., shall be provided by the Contractor by the use of generators or making his own arrangements with the Power Company and pay all costs for same.

151.2 TEMPORARY WATER:

151.2.01 Temporary Water for Construction Use - The Owner will designate fire hydrants within or near the project as a source of water for construction use. The Contractor shall operate such hydrants in an approved manner. The Contractor shall provide valves, hoses, extensions, and nozzles as required. Water usage shall be metered with hydrant flow meter as provided by the City with approved backflow device.

151.3 TEMPORARY SANITARY FACILITIES:

151.3.01 Temporary Facilities for Workmen - The Contractor shall furnish, install, and maintain adequate sanitary facilities for the workmen. All such facilities shall comply with governing health regulations.

151.4 TEMPORARY SIGNS:

All signs posted on the job site shall be approved by the Engineer. All signs shall conform to applicable Oregon State Department of Transportation standards.

151.5 MEASUREMENT AND PAYMENT:

All temporary facilities and construction will be paid for as a single lump sum item at the contract price for "Mobilization". Payment shall constitute full compensation for supplying all labor, equipment and materials, constructing, installing, maintaining and removing all temporary facilities and construction specified herein.

END OF SECTION 151

SECTION 157 – TRAFFIC REGULATION

157.1 BARRICADES, WARNING SIGNS, AND FLAGMEN:

Per the approved TCP, the Contractor shall at his 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 flagmen 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 flagmen shall not relieve the Contractor from this responsibility.

In conjunction with the required general traffic control work, the Contractor shall furnish and maintain the temporary signs and ODOT Type III barricades as detailed on the Traffic Control Plan.

If flagmen are necessary for the purpose of protection and safety to traffic, such flagmen 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 to the standard sign designs in use by the ODOT.

157.2 TRAFFIC ON LOCAL STREETS:

The Contractor shall allow minimum one-way traffic along within the project limits to residences and businesses having accesses within the project limits. The Intersections may be temporarily closed to through traffic in accordance with Section 157 of these specifications. The Contractor shall furnish and place traffic control barricades and signs in order to allow the public access to commercial properties and residences on within the project limits. The barricades shall be placed at each end of the project, including all side streets. The Contractor shall use additional cones, delineators and barricades to keep vehicular and pedestrian traffic out of the immediate construction zone of the Contractor. See Section 157 of these specifications.

157.3 PEDESTRIAN ACCESS:

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to the public and the Owners and occupants of abutting properties and their visitors. The Contractor shall maintain convenient pedestrian access at all times along all walking paths abutting the project.

157.4 MEASUREMENT AND PAYMENT:

The Contractor shall include in the contract bid sum, sufficient funds as may be required for producing the TCP and supplying all labor, equipment and materials necessary for the proper regulation of traffic. This will be paid for under the bid item for "Mobilization".

END OF SECTION 157

SECTION 160 – MATERIALS AND EQUIPMENT

160.1 TRANSPORTATION AND HANDLING:

The Contractor shall arrange for all product and material deliveries in accordance with the project schedule to avoid any unnecessary delays. Products and materials shall be delivered undamaged, in the manufacturer's

original packaging, and with legible identifying labels intact. Immediately upon delivery, the Contractor shall inspect all products for compliance with the contract documents.

160.2 STORAGE AND PROTECTION:

The Contractor shall store all products according to manufacturer's instructions. Before and after installation, the Contractor shall protect all products from damage and discoloration.

160.3 PRODUCT SUBSTITUTIONS AND OPTIONS:

160.3.01 Substitutions – No substitutions will be allowed on the proposed water system. Other substitutions will be considered, however, only substitutions approved by the Engineer shall be incorporated in the work. Each request for product substitution shall be made to the Engineer in writing and shall include:

- a. The identification of the specified product.
- b. The identification of the proposed substitution complete with manufacturer's literature and other information necessary for evaluation.
- c. All changes required in other work as a result of the proposed substitution.
- d. All cost increases as a result of the proposed substitution.
- e. Contractor shall provide a purchase order for the Engineer to evaluate proposed substitutions and/or subsequent approval by the City.

The Engineer shall be the sole judge of the acceptability of each proposed substitution.

160.3.02 Contractor's Options:

160.3.02A - For products specified by general standards, such as ASTM, etc., the Contractor shall select any product meeting the specified standard.

160.3.02B - For products specified by naming several manufacturers, the Contractor shall select any product manufactured by a specified manufacturer meeting the specifications.

160.3.02C - For products specified by "or approved equal", the Contractor shall submit requests for substitution as specified above.

160.3.03 Inappropriate Products and Methods - If the Contractor believes that any specified product, method, or system is inappropriate for use he shall so notify the Engineer before performing the work in question. Start of work shall constitute acceptance on the part of the Contractor that the specified products, methods, and systems are appropriate for the specified use.

END OF SECTION 160

SECTION 170 – CONTRACT CLOSEOUT

170.1 FINAL INSPECTION:

When all on-site paving and related work is completed, including site cleanup, the Contractor shall notify the Engineer in writing that the project is ready for final inspection. The Engineer will make an inspection within 15 calendar days of receiving notification. The Engineer will notify the Contractor, in writing, within 10 calendar days thereafter. If all construction work required by the contract is found complete and satisfactory, this inspection will constitute the final inspection.

If any work is found incomplete or unsatisfactory, the Engineer will give written instructions as to what shall be done to satisfactorily complete the work. After complying with the Engineer's instructions, the Contractor shall follow the above procedures of notification, requesting a final inspection.

The Engineer will issue a notice to the Contractor when all the following work is satisfactorily completed:

- a. All work required under the contract;
- b. All change order work;
- c. The final trimming and cleanup work; and,

d. All required certifications, bills, forms, and other documents are received from the Contractor.

170.2 PROJECT SITE CLEAN-UP:

Prior to the release of the retainer, the project site shall be cleared of any debris, trash, construction materials, or any other materials left on the site as a result of paving and striping construction of the project. 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. If the Contractor fails to commence the cleanup within 24 hours after directed by the Engineer, the Engineer may have the work performed by others. The cost shall be borne by the Contractor and may be deducted from payments due or to become due to the Contractor. After work is completed and before final acceptance of the work, all areas affected by the work shall be neatly finished and all equipment, temporary structures, rubbish and waste shall be removed from the work area.

END OF SECTION 170

END OF DIVISION ONE

DIVISION TWO - SITEWORK

SECTION 201 – MOBILIZATION

201.1 DESCRIPTION:

Mobilization shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for work on the project for traffic control; for premiums on bond and insurance for the project, and for other work and operations which the Contractor must perform or costs he must include before beginning work on the project.

201.2 MATERIALS:

The Contractor shall provide all materials required to accomplish the work as specified.

201.3 CONSTRUCTION:

201.3.01 General - The Contractor shall set up construction facilities in a neat and orderly manner within designated or approved work areas.

201.4 MEASUREMENT AND PAYMENT:

201.4.01 Lump Sum Basis - Payment for the performance of the mobilization work as above specified will be made at the contract lump sum amount for the item "Mobilization". The amounts to be allowed for "Mobilization" in the progress payment to be made under the contract will be made as follows:

1. When 5% of the total contract amount, as modified by change order, is earned from other bid items, not including advances on materials, 50% of the amount bid for mobilization, or 5% of the total original contract amount, whichever is the least, less normal retainage, will be paid.
2. When 10% of the total contract amount, as modified by change order, is earned from other bid items, not including advances on materials, 100% of the amount bid for mobilization, or 10% of the total original contract amount, whichever is the least, less normal retainage, will be paid.
3. Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10% of the total original contract amount will be paid.

The above schedule of progress payments for mobilization shall not limit or preclude progress payments otherwise provided by the contract.

END OF SECTION 201

SECTION 202 – TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

202.1 DESCRIPTION:

This work consists of furnishing, installing, moving, operating, and maintaining signs, barricades, and other traffic control devices throughout the area affected by the project.

202.2 MATERIALS:

All materials used in temporary installations under this Section shall be in conformance with ODOT Specifications.

202.3 CONSTRUCTION:

202.3.01 General - Protective and directional devices shall be provided by the Contractor as required, in addition to the specific signs and barricades shown on the Traffic Control Plan. The devices and their placement shall conform to the requirements of the ODOT specifications.

202.3.02 Contractor's Plan and Schedule - Prior to beginning the work, the Contractor shall submit a proposed Traffic Control Plan for protective and directional measures in compliance and approved by the Engineer. During the performance of the work, the Contractor shall submit any proposed revisions to the plan for the Engineer's approval.

No work shall be started on any stage of construction until the Contractor's Traffic Control Plan has been approved and all approved traffic control devices are in place.

During construction, the Contractor shall determine if any protective and directional devices are required in addition to those in place and shall immediately notify the Engineer. The Contractor shall immediately make any changes approved or directed by the Engineer but shall not place or remove devices without prior approval from the Engineer.

202.3.03 Maintenance - The Contractor shall maintain all traffic devices in proper position, clean, and legible at all times. Vegetative growth or other materials shall be trimmed or removed to permit clear vision of the devices. Lights, beacons, and flashers shall be kept clean, visible and operable. The effectiveness of the installations shall be verified at frequent intervals, both in daylight and dark, by actual travel and inspection by the Contractor. Devices damaged or destroyed by any means shall be repaired, replaced, or restored by the Contractor.

The Contractor shall have a person on the job during working hours and on call at all other times, who will maintain all directional and warning devices in proper position and condition. The name and phone number for that person shall be on file with the Engineer and local law enforcement agencies.

202.3.04 Barricades, Signs and Temporary Devices used under these provisions remain the property of the Contractor and shall be moved, removed, or made inoperative as occasion dictates during the life of the contract.

Inappropriate temporary or existing signs shall be covered or turned to preclude visibility to traffic. Flags shall be removed or rolled and completely covered with an opaque, black, nonreflective sheath.

Upon completion of the work, the devices shall be removed from the project and evidence of their existence obliterated.

202.3.05 Flaggers shall have satisfactorily completed approved training courses.

202.3.06 Lane Closures - The Contractor shall obtain the Engineer's approval of proposed methods and timing of lane closures.

202.3.07 Obstruction of Traffic - The Contractor shall conduct work to assure the least possible obstruction to traffic. Work which would restrict or interrupt traffic movement shall not be performed on opposite sides of the traveled way at the same time. See also Section 101.2 Construction Sequencing.

202.4 MEASUREMENT AND PAYMENT:

202.4.01 General - Measurement and payment temporary protection and direction of traffic will include, but not necessarily be limited to, the following work items:

- a. Furnishing and installing tubular markers, flashers, and other traffic control devices not covered by other pay items;
- b. Maintaining, moving and removing all devices;
- c. Placing, maintaining, and removing temporary sign covers;
- d. Providing for and furnishing electrical energy;
- e. Cleaning up and removing devices destroyed or damaged by public traffic;
- f. Furnishing, placing, maintaining, and removing temporary crushed rock ramps at driveways and crosswalks for temporary access over concrete curbs and concrete crosswalks;
- g. Maintaining all directional and warning devices; and
- h. Furnishing all other labor, materials, and equipment necessary to perform the temporary protection and direction of traffic.

202.4.02 Lump Sum Basis - Temporary protection and direction of traffic will be paid on a lump sum basis for all required work. The Contractor shall include in the contract bid sum, sufficient funds as may be required for supplying all labor, equipment and materials necessary for the proper regulation of traffic. This will be paid for under the bid item for "Mobilization".

END OF SECTION 202

SECTION 205 – DEMOLITION

205.1 DESCRIPTION:

This item includes all work necessary for the demolition, removal and disposal of all pavement, curbs, driveways, sidewalks and abandoned pipelines within the designated limits and to preserve from injury or damage such objects and structures as are designated to remain in place.

This item also includes the disposal of unsuitable and excess excavated material within the designated limits.

205.2 MATERIAL:

205.2.01 No disposal site will be provided by the Owner. The Contractor shall dispose of all excess material not required elsewhere on the project, make arrangements for disposal and bear all cost related thereto. All details for the use of such site shall be the responsibility of the Contractor. Written permission to place material on private property shall be obtained by the Contractor from the property owner or other responsible party prior to placing the material thereon, and evidence of such permission shall be furnished the Engineer. The permit shall be in writing and shall be so phrased as to absolve the Owner from any and all responsibility in connection with the placing of material on said property.

205.2.03 Disposal of Removed Materials - The Contractor shall dispose of all removed pipelines, materials, unsuitable and excess material not required elsewhere on the project.

205.3 CONSTRUCTION:

205.3.01 Public streets used by the Contractor between the project site and all disposal sites shall be kept free and clear of any and all debris resulting from the Contractor's demolition activity.

205.3.02 Asphalt surfaces designated to remain, and which will abut new asphalt surfaces shall be sawcut to a neat and straight edge. The Contractor shall pre-cut all existing pavement before commencing excavation. All saw cuts shall be made with a concrete saw. Where the Contractor fails to protect the cut edges during trenching and backfilling, the Contractor shall be required, at the Contractor's expense, to re-cut the edges prior to repairing the pavement.

205.3.03 Water Pipeline Demolition - The Contractor is responsible for cutting, capping and installing temporary valving at beginning, end and each side road of the project as necessary to make a clean tie-in to the existing water main. This will allow the Contractor to demolish the existing water mains in order to create the necessary room for the proposed water main. The Contractor shall be responsible for protecting any temporary water services throughout construction and assisting the City if modifications need to be made during construction in order to provide continuous water service to residents.

205.4 MEASUREMENT AND PAYMENT:

205.4.01 Measurement and payment for all demolition activities will be made according to the following items:

205.4.01A Asphalt Pavement Demolition will be measured and paid for on a square yard basis of the gross surface area of pavement designated and actually removed under the bid item "Asphalt Pavement & Concrete Demolition."

205.4.01B Concrete Demolition will be measured and paid for on a square yard basis of the gross surface area of pavement designated and actually removed under the bid item "Asphalt Pavement & Concrete Demolition."

205.4.01C Sawed asphalt and concrete joints will be measured on a linear foot basis for the lengths designated and sawed.

205.4.01D Non-Asbestos Water Pipeline Demolition - There will be no separate payment for water pipeline demolition, except as specified under Section 206 – Asbestos pipe. The cost of pipe demolition is to be included in one or more of the unit prices.

205.4.02 Payment will be made at the appropriate contract price and shall constitute full compensation for all demolition work, loading, hauling, disposal and disposal site activities.

END OF SECTION 205

SECTION 206 – ASBESTOS CONTAINING PIPE DEMOLITION AND DISPOSAL

206.1 DESCRIPTION

This item includes all work necessary for the safe handling, demolition, removal, and disposal of asbestos containing pipe in accordance with Oregon Department of Environmental Quality (DEQ) guidelines. A copy of the Oregon DEQ guidelines for Asbestos (AC) Water Pipe can be found at the following location:

<http://www.deq.state.or.us/aq/asbestos/docs/cementpipe.pdf>.

206.2 MATERIALS:

206.2.01 Nonfriable Asbestos - Nonfriable asbestos material has a solid matrix that holds the asbestos fibers in check and will not allow asbestos fibers to release easily, unless mishandled, damaged, or is in badly weathered condition. In most cases, AC water pipe that is in reasonably good condition is considered to be non-friable. Removal of nonfriable asbestos material in good condition does not require a DEQ licensed asbestos abatement contractor and does not require DEQ certified asbestos workers.

206.2.02 Friable Asbestos - Friable asbestos material will easily release fibers when crushed which can easily be released into the air where it poses a serious threat to health. AC water pipe that has been shattered, crushed, or pulverized will become friable. Removal of friable asbestos requires a DEQ licensed asbestos abatement contractor and is not covered in this specification.

206.2.03 Disposal Site - Any landfill that is permitted by the DEQ to accept demolition waste can also accept non-friable asbestos. Some landfills may have special restrictions on nonfriable asbestos so the Contractor is encouraged to arrange for disposal in advance.

206.3 CONSTRUCTION

206.3.01 DEQ Nonfriable Notification - At least 5 days prior to the removal of AC pipe, the Contractor shall file an ASN-6 NonFriable Asbestos Removal Notification Form with the Oregon DEQ and pay the nonfriable fee as outlined in OAR 340-248-0260.

206.3.02 Excavation - The Contractor shall carefully expose the entire length of pipe to be removed. Pipe shall be exposed to the first joint past the designated work area. The Contractor shall take precautions not to damage the pipe during the excavation. The exposed pipe shall be thoroughly wetted by spraying with a garden hose or other suitable means.

206.3.03 Removal - Pipe shall be removed in whole sections wherever possible. Couplings shall be split using a hammer and chisel to aid in removal of whole sections. All AC pipe that is exposed must be removed. Some breakage will occur, however this should be kept to the absolute minimum. Broken pieces of pipe shall also be removed. All pipe parts shall be kept thoroughly wet during the removal process. Sawing, sanding, grinding, chipping or use of power tools on the pipe is not permitted.

206.3.04 Disposal - Pipe shall be disposed of at an authorized disposal site, as described above. Pipe shall be kept thoroughly wet and covered during transport between the project site and the disposal site.

206.3.05 Friable Asbestos - If the pipe is so badly damaged that it becomes friable, the Contractor shall notify the Project Engineer and stop work immediately. The Contractor shall then file a friable asbestos abatement notification as outlined in OAR 340-248-0260 and retain the services of a DEQ licensed asbestos abatement contractor to remove the friable asbestos.

206.4 MEASUREMENT AND PAYMENT:

206.4.01 Measurement for all asbestos pipeline demolition and disposal activities will be on a linear foot basis along the length of asbestos pipeline removed.

206.4.02 Payment will be made at the appropriate contract price and shall constitute full compensation for all asbestos pipeline demolition work, including trenching, excavation, trench backfill, loading, hauling, disposal of removed pipelines and disposal site activities. A receipt from the disposal site shall be required and presented to the Engineer prior to payment. No payment shall be made for pipelines abandoned in place.

END OF SECTION 206

SECTION 221 – TRENCH EXCAVATION, BEDDING AND BACKFILL

221.1 DESCRIPTION:

This item includes all work necessary for trench excavation, trench foundation, pipe bedding, pipe zone, trench backfill, and surface removal and replacement.

221.1.01 Trench excavation is defined as the removal of all material encountered in the trench to the depths as shown or as directed. Trench excavation shall be classified as unclassified excavation.

221.1.02 Trench foundation is defined as the bottom of the trench on which the pipe bedding is to lay and is responsible for the support of the pipe.

221.1.03 Pipe bedding is defined as the furnishing and placing of specified materials on the trench foundation so as to uniformly support the barrel of the pipe. The total bedding depth shall extend from a point 6 inches below the barrel of the pipe to the horizontal centerline of the pipe.

221.1.04 The initial backfill is defined as the full width of the trench from the top of the bedding to a point 12 inches above the top outside surface of the barrel of the pipe.

221.1.05 Trench backfill is defined as the furnishing, placing and compacting of material in the trench between the top of the initial backfill material and the bottom of the pavement base rock, ground surface, or surface material as directed.

221.2 MATERIAL:

221.2.01 The trench foundation shall be undisturbed native material in all areas except where in the opinion of the Engineer, the native material is such that it cannot support the pipe. In those conditions, excavation shall be included to additional depths as required by the Engineer and backfilled with select trench foundation material which shall be 1½ inch-minus crushed rock.

221.2.02 Pipe bedding material

221.2.02A Native Pipe Bedding – No native pipe backfill will be allowed on the project. All pipe bedding materials shall be subject to these plans and specifications and to the Engineer's approval.

221.2.02B Select Pipe Bedding material shall be crushed rock with a maximum size of ¾ inch, uniformly graded from coarse to fine. All select pipe bedding materials shall be subject to the Engineer's approval.

221.2.03C The initial backfill material shall be select pipe bedding material, as described above. All initial backfill materials shall be subject to the Engineer's approval.

221.2.04D Trench backfill shall be select trench backfill crushed rock with a maximum size of ¾ inch, uniformly graded from coarse to fine. All trench backfill materials shall be subject to the Engineer's approval.

221.3 CONSTRUCTION:

221.3.01 Trench Excavation:

221.3.01A General - All trench excavation and backfill shall conform to any and all specifications of any controlling regulatory agency under which the work is being performed. Pipelines shall be constructed in continuous open trench except that, in special locations, short tunnels or the cut and tunnel method of excavation may be used under specific instructions of the Engineer. The Engineer may require the use of tunnels to pass obstructions or to minimize traffic interference.

221.3.01B Potholing and Subsurface Investigation – In advance of the trenching operations for waterline and storm construction, the Contractor shall pothole and explore the subsurface conditions, including types of materials and types of fittings of the existing mains and the locations of other utilities, at all locations noted on the plan General and Construction Notes. In general, potholing will occur at locations

as directed by the Engineer, such as at all connections to existing mains and at utility crossings. The Contractor shall note all pertinent materials and locations of utilities at each pothole. If subsurface conditions differ from that as shown on the plans, the Contractor shall immediately notify the Engineer. The Contractor shall record all potholes on the as-built plans including location, date, time, depth dug and crossing elevations of found existing utilities.

221.3.01C Open Trench Limit - The length of open trench excavated shall always be kept to a minimum. The Engineer shall be the sole judge of the amount of open trench allowed based upon work conditions of the area. In normal cases, the open trench length shall not exceed 100 feet. Related trench construction such as crushed rock surface restoration, concrete restoration, etc. shall normally be completed within 300 feet of the open trench limit unless otherwise instructed by the Engineer.

221.3.01D Trench Width - It is the intent of these specifications that the trench width at the surface of the ground be kept to a minimum necessary to install the pipe in a safe manner. In all cases, trenches must be of sufficient width to allow for shoring and permit proper joining of the pipe and backfilling of material along the sides of the pipe. The minimum trench width, in the pipe zone shall be the outside diameter of the pipe plus 12 inches. No maximum width of trench at the top of the pipe will be specified herein. When required by design, it will be shown on the plans. If the maximum width shown is exceeded by the Contractor without written authorization, the Contractor will be required, at no expense to the Owner, to provide pipe of a higher strength designation, a higher class of bedding, or both, as approved. Excavation for manholes and other structures shall be wide enough to provide a minimum 12 inches between the structure surface and the sides of the excavation. The Contractor shall confine the top width of the trench to right of ways or easements. Special written agreements to extend the width may be made with the affected property Owner, provided such agreement is first approved by the Engineer. The Contractor shall take all necessary precautions to avoid damage to properties, structures and utilities adjacent to the trench.

221.3.01E Grade - The Contractor shall excavate the trench to the lines and grades as shown or established by the Engineer, with proper allowance for pipe thickness, pipe bedding and foundation stabilization as required. The subgrade upon which the bedding is to be placed shall be firm, undisturbed and true to grade. If the trench is over-excavated, the Contractor shall restore to grade with material of the type specified for select bedding material at no expense to the Owner and place the material over the full width of the trench in compacted layers not exceeding 6 inches deep to the established grade with allowance for the pipe bedding.

221.3.01F Disposal of Excess Material - The Contractor shall dispose of all excess material not required elsewhere on the project, make arrangements for disposal and bear all cost related thereto, in accordance with Section 205.

221.3.01G Shoring - Unless otherwise provided in the special provisions, the Contractor shall provide all materials, labor and equipment necessary to adequately shore trenches to protect the work, existing property, utilities, pavement, etc., and to provide safe working conditions in the trench. The method of shoring shall be according to the Contractor's design. The Contractor may elect to use a combination of shoring and overbreak, tunneling, boring, sliding trench shields or other methods of accomplishing the work, provided the method conforms to all applicable local, state and federal safety codes. Removal of any cribbing and sheeting from the trench shall be accomplished in such a manner as to fulfill the above requirements. Damages resulting from improper cribbing or from failure to crib shall be the sole responsibility of the Contractor. Cribbing will not be a pay item and the cost thereof shall be included in the unit contract price for "Install Water Main", or "Install Storm Drainage Pipe" as applicable. That portion of cribbing or sheeting extending below the crown elevation of flexible pipe shall be left in place unless satisfactory means of reconsolidating bedding or side support, disturbed by cribbing or sheeting removal, can be demonstrated. If a moveable box is used in lieu of cribbing or sheeting and the bottom cannot be kept above the crown elevation of flexible pipe, the bedding or side support shall be carefully reconsolidated behind the movable box prior to placing backfill. The use of horizontal strutting below the barrel of pipe or the use of the pipe as support for trench bracing will not be permitted.

221.3.01H Location of Excavated Material - Excavated material shall be placed at locations and in such a manner that it does not interfere with the function of existing drainage facilities.

221.3.02 Dewatering – The Contractor shall provide and maintain ample means and devices with which to promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of the pipe and until the backfill at the pipe zone has been completed. The Contractor shall dispose of the water in a suitable manner without damage to adjacent property. Groundwater shall be controlled such that softening of the bottom of excavations or formation of "quick" conditions or "boils" during excavation shall be prevented. Where the native trench material is sand, the Contractor shall use appropriate trench dewatering methods such that running sand, moving sand and "quick" sand conditions are prevented at the bottom of the excavation. Dewatering systems shall be designed and operated so as to prevent removal of the natural soils and so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. Dewatering of the trench by conventional trash pumps set in the trench shall be considered as incidental to, and all costs included in, the various contract pay items in the proposal.

221.3.03 Trench Foundation - When, in the judgment of the Engineer, the existing material in the bottom of the trench is unsuitable for supporting the pipe, the Contractor shall excavate below the pipe, as directed by the Engineer. No pipe or structure shall be placed on wet, frozen or muddy subgrade. The Contractor shall backfill the trench to subgrade of the pipe bedding, with select trench foundation material over the full width of the trench and compact in layers not exceeding 6 inches deep to the required grade. Where the native trench material is sand, no trench foundation materials will be authorized by the Engineer on account of water entering the trench excavation. In such case, the Contractor shall stabilize the native sand trench foundation with adequately designed dewatering systems in accordance with Subsection 221.3.02.

221.3.04 Pipe Bedding consists of leveling the bottom of the trench or the top of the foundation material and placing bedding material to the horizontal centerline of the pipe. Bedding material shall be as specified here in before and placed in at least two lifts. Place the first lift to provide the minimum 6 inch depth of bedding material as shown on the plan before the pipe is installed. The Contractor shall spread the bedding smoothly to proper grade so that the pipe is uniformly supported along the barrel and excavate bell holes at each joint to permit proper assembly and inspection of the entire joint. Bedding under the pipe shall provide a firm, unyielding support along the entire pipe length. The Contractor shall place subsequent lifts of not more than 6 inches in thickness up to the horizontal centerline of the pipe, bring lifts up together on both sides of the pipe and carefully work under the pipe haunches by slicing with a shovel, tamping or other approved procedure. Particular attention must be given to the area from the flow line to the horizontal centerline of the pipe or top of bedding to insure that firm support is obtained to prevent any lateral movement of the pipe during the final backfilling of the pipe zone. Pipe bedding shall be placed the full width of the trench.

221.3.05 Initial Backfill - The Contractor shall place the specified initial backfill material carefully around the pipe in 6 inch layers and thoroughly hand tamp with approved tamping sticks supplemented by "Walking In" and from movement either horizontally or vertically during placement and compaction of initial backfill material. Mechanical compactors shall not be utilized in placement of the initial backfill material.

221.3.06 Trench Backfill - The Engineer will sample excavated material to determine the suitability of the native sand for backfill use. If the native sand backfill is found to be compactable and within the tolerance range of the moisture content, the Contractor will be allowed to use it for trench backfill. The Contractor shall take reasonable precautions to prevent excavated material from becoming saturated beyond the critical moisture limits and replace any saturated native material with other approved native material at no expense to the Owner. When, in the opinion of the Engineer, the excavated material is unsuitable for trench backfill by reason of pre-existing moisture content or other undesirable physical characteristics, the Contractor shall use suitable excess excavated material at the direction of the Engineer. The Contractor shall backfill the trench above the pipe zone to the final surface grade, or subgrade, as shown on the plans, in lifts not to exceed 12-inch loose depth. The Contractor shall compact each lift to a minimum of 95% of the maximum density as determined by AASHTO T99, Method D. Any subsequent settlement of the trench during the warranty period shall be considered to be the result of improper compaction and shall be promptly corrected. The Contractor shall compact and rake the soil to match the ground surface elevation adjacent to the trench and maintain the surface of the backfilled trench level with the existing grade until the entire project is accepted by the Owner.

221.4 MEASUREMENT AND PAYMENT:

221.4.01 Trench excavation will not be a pay item and the cost thereof shall be included in the contract unit price for the appropriate pipe installation, as applicable.

221.4.02 Select Pipe Bedding, Initial Backfill, and Trench Backfill will not be a pay item and the cost thereof shall be included in the contract unit price for the appropriate pipe installation, for the particular depth of installation.

221.4.03 Native sand Pipe Bedding, Initial Backfill, and Trench Backfill will not be a pay item and the cost thereof shall be included in the contract unit price for the appropriate pipe installation, for the particular depth of installation.

221.4.04 Potholing – There is a separate item for “Potholing”. Measurement will be per each, at the engineer’s direction. Payment will be made at the contract amount and shall constitute full compensation for all potholes required.

221.4.05 CDF Backfill Material will be measured and on a cubic yard in-place basis for locations shown on plans or deemed necessary by the Engineer. Measurement will be made of the gross surface area and depth of CDF actually installed, based on truck tickets.

END OF SECTION 221

SECTION 222 – DEWATERING SYSTEM

222.1 DESCRIPTION:

This section provides specifications for dewatering systems and appurtenances which may be required during construction.

The Contractor shall be responsible for payment of any regulatory agency fees associated with its proposed dewatering system.

222.1.01 Quality Control - Before dewatering commences, the Contractor shall submit to the Engineer, plans setting forth the details of the proposed dewatering system. The dewatering system plans shall be in sufficient detail to indicate sizes of pumps, piping, appurtenances, and the ultimate disposal point for water.

The Contractor shall select the particular method of dewatering to be employed.

222.1.02 Submittals - The following shall be submitted in accordance with Section 130.

222.2 METHOD:

222.2.01 General - The Contractor shall furnish, install, operate, maintain and remove all machinery, appliances, and equipment to maintain all excavations free from water during construction, and shall dewater and dispose of the water so as not to cause injury to public or private property, or to cause a nuisance or menace to the public.

The dewatering system shall be installed and operated so that the groundwater level outside the excavation is not reduced to the extent, which would cause damage or endanger adjacent structures or utilities. In addition, the system shall be fully filtered and protected against intake of any sand, which may otherwise cause subsurface voids, caving, and damage to adjacent structures.

The static water level shall be drawn down at least 2 feet below the bottom of the excavation in order to maintain the undisturbed state of the foundation soils and to facilitate the placement of fill or backfill compacted to the required density as specified in accordance to Section 221.3.03.

222.3 EXECUTION:

222.3.01 Installation - The Contractor shall install all equipment necessary for dewatering. He shall have on hand, at all times, sufficient pumping equipment and machinery in good working condition and shall have available, at all times, competent worker for the operation of the pumping equipment. Adequate standby equipment shall be kept available at all times to ensure efficient dewatering and maintenance of dewatering operations during power failure.

222.3.02 Performance - The control of groundwater shall be such that softening of the bottom of excavations or formation of "quick" conditions or "boils" during excavation shall be prevented. Dewatering systems shall be designed and operated to prevent erosion of, and intake of, any soils. Care shall be taken to prevent disturbance, by the method of dewatering, of pipe bedding already in place in the trench. The Contractor is fully responsible for maintaining the integrity of previously placed pipe and bedding during dewatering and the release of groundwater.

During excavation, construction of structures, installation of pipelines, placement of the structure and trench backfill, and the placing and setting of concrete, excavations shall be kept free of water. The Contractor shall control surface runoff to prevent entry or collection of water in excavations or any adjacent erosion. The static water level shall be drawn down in the vicinity of the excavation to maintain the undisturbed state of the foundation soils and allow the placement of any fill or backfill to the required density. The dewatering system shall be installed and operated so that the groundwater level outside the excavation is not reduced to an extent that would damage or endanger adjacent structures, utilities or property.

All dewatering systems shall be equipped with adequate filtering systems to prevent intake of any soils or soil grains from the ground in and around the excavations.

222.3.03 Discharge Points - Discharge of ground and surface runoff water shall be in accordance with the Contractor's dewatering plan. The Contractor may discharge groundwater to the existing system as long as the rate does not exceed the system's capacity. If, in the opinion of the Engineer or City, the storm system being used for discharge is being overwhelmed, the Contractor shall utilize portable tanks to transport waters to an approved alternate location for discharging. Prior to any discharge, the Contractor shall take all necessary precautions to avoid discharge of oil, grease, and excessive suspended solids.

222.3.04 Release of Groundwater - The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill, and prevent flotation or movement of any structures, pipelines, and sewers.

222.3.05 Damages - The Contractor shall be responsible for and shall repair without cost to the Owner for any damage to existing facilities or utilities, work in place, or other Contractors' equipment, and the excavation, including damage to the bottom due to the heave and including removal of material and pumping out of the excavated area, that may result from the Contractor's dewatering operations, including any damages that may result from any mechanical or electrical failure of the dewatering system.

222.4 MEASUREMENT AND PAYMENT:

222.4.01 Dewatering – will not be a pay item and the cost thereof shall be included in the contract unit price for the appropriate pipe installation.

END OF SECTION 222

SECTION 224 – AGGREGATE BASES

224.1 DESCRIPTION:

This item includes all work necessary to furnish, place and compact one or more courses of aggregate base, sub-base, or leveling courses on a prepared subgrade within the designated limits. This item also includes crushed rock surfacing used for shoulder work and driveways.

224.2 MATERIALS:

224.2.01 Base Course Aggregate shall be of the designated size 1 inch-0 (25 mm-0) and shall meet the requirements of Oregon Standard Specifications subsection 02630. At the option of the Contractor, leveling course aggregate as specified in Section 224.2.02 herein may be substituted for the base course aggregate

224.2.02 Leveling course aggregate, sidewalk rock, driveway rock and shoulder rock shall be of the designated size ¾ inch-0 (19 mm-0) and shall meet the requirements of Oregon Standard Specifications subsection 02630.

224.2.03 Acceptance will be based on periodic samples of the material stockpiles and in place prior to compaction. The testing agency will take proctor samples of contractor's aggregate source (3 samples maximum). If the aggregate does not meet the specified requirements, it will be rejected and shall be removed from the project site at the sole expense of the contractor. Additional proctor samples for new aggregate sources will be paid for by the Contractor. Similarly, if the aggregate changes in size, appearance or consistency throughout the duration of the project, additional proctor samples for the aggregate will be taken by the testing agency and paid for by the Contractor.

224.3 CONSTRUCTION:

224.3.01 Preparation of Foundation - All surfaces on which a base is to be constructed shall be firm at the time aggregate is placed thereon. No materials shall be placed on a soft, muddy, or frozen subgrade.

224.3.02 Placing - The Contractor shall haul and deposit the material so as to provide a homogeneous mixture of unsegregated and uniformly dispersed materials as placed in position for compacting. The Contractor shall spread and strike off the material to the designated line, grade and transverse slope with surface texture of uniform appearance without segregation or fracture of material.

224.3.03 Compaction equipment for roadway aggregate bases shall be standard steel wheeled rollers or vibratory rollers capable of meeting the specified density requirement. See also Section 223.

224.3.04 Compaction equipment for gutter aggregate bases shall be mechanical vibrators or impact tampers. All compaction equipment shall provide compaction of demonstrated equivalency to that of a standard steel wheeled or vibratory roller.

224.3.05 Roadway Base Rock Density Requirements - The Contractor shall begin compaction of each layer of roadway base rock as soon as practicable after the material is spread and continue until a density of not less than 95% of the maximum density has been achieved. Maximum density will be determined by AASHTO T180.

224.3.06 Road Base Widening - The existing road shoulders shall be excavated to a depth of 16 inches below the new asphalt grade, in order to allow for a minimum of 8 inches of new compacted base course and 4 inches leveling course below the new asphalt

224.3.07 Thickness of Base Course on Street Shoulders - If the existing base is found to be less than 3 inches in depth after excavating to a depth of 3 inches below the existing asphalt grade, new base material shall be installed to a depth of 6 inches below the existing asphalt grade.

224.3.08 Surface Finish - The roadway base rock aggregate base surface shall be within 0.1 foot of the required grade, and when tested with a 10-foot straightedge shall not vary from the testing edge by more than 0.08 foot at any point.

224.4 MEASUREMENT AND PAYMENT:

224.4.01 Roadway Base Course Rock Aggregate will not be a pay item and the cost thereof shall be included in the contract unit price for the appropriate pipe installation.

224.4.02 Leveling Course Rock, Shoulder Rock and Driveway Aggregate will be measured and paid for on a cubic yard in-place basis to the design grades and limits as staked and as authorized by the Engineer.

224.4.03 Over-Ex & Base Stabilization will be measured and on a cubic yard in-place basis for locations deemed necessary by the Engineer. Measurement will be made of the gross surface area and depth actually installed. Work shall include excavating and hauling unsuitable material, smoothing & compacting the subgrade; blading, shaping, road fabric, base rock, compacting subgrade and rock, and other required items will be considered incidental work.

224.4.04 Payment will be at the unit contract price for the various types of rock and shall constitute full compensation for supplying, placing, grading, compacting and maintaining the aggregate bases and shoulder rock aggregate.

END OF SECTION 224

SECTION 227 – EROSION CONTROL

227.1 DESCRIPTION:

The Contractor shall construct temporary erosion control structures as shown on the plans and specified herein. The Contractor shall maintain these structures throughout the course of construction as set forth in these specifications.

227.2 SUBMITTALS:

The Contractor shall submit manufacturer's data on the silt fence system and bio-bag materials to the Engineer prior to ordering materials.

227.3 MATERIAL:

227.3.01 Silt fence system shall be the "Envirofence" silt fence system manufactured by Mirafi, Inc., or equal. The height of a silt fence shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).

227.3.02 Bio bags shall be 8" inches in diameter, 30 inches long and constructed with ½ inch mesh fiber filled with clean wood chips.

227.3.03 Hold down stakes shall be 24 inch long steel rods (1/2 inch diameter), or rebars (#4). Precast concrete blocks, 8" x 8" x 16", shall be used in lieu of stakes on hard surfaces such as asphalt pavement and concrete valley gutters.

227.04 CONSTRUCTION:

227.4.01 - All erosion control products and materials will be installed in accordance with the manufacturer's recommendations and as shown on the plans.

227.4.02 - All erosion control measures shall be left in place until all slope stabilization and/or reseeding efforts are completed and vegetation has taken root, or as directed by the Engineer.

227.4.03 Bio Bag protection for catch basin inlets - Bags shall be placed lengthwise in a single row in a half circle around the catch basin with the ends of adjacent bags pressed together. Each bag shall be securely anchored to the ground and held in place by at least two concrete blocks.

227.4.04 Silt Fences - The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. Where joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6 inch overlap, and securely sealed. Posts shall be spaced a maximum of 10 feet apart at the barrier location and driven securely into the ground (minimum of 24 inches). A trench shall be excavated approximately 6" (wide) x 6" (deep) along the line of posts and upslope from the barrier. The trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently seeded and stabilized.

227.4.05 Maintenance of Bio Bags - Bio bags barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall by the Contractor. Close attention shall be paid to the repair of damaged bags, end runs and undercutting beneath bags. Necessary repairs to barriers or replacement of bags shall be accomplished promptly by the Contractor. Sediment deposits should be removed after each rainfall. They must be removed when the level of deposition reaches approximately half the height of the barrier. Any sediment deposits remaining in place after the bio bag barrier is no longer required shall be dressed to conform to the existing grade, prepared and seeded.

227.4.06 Maintenance of Silt Fences - Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall by the Contractor. Any required repairs shall be made immediately by the Contractor. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier still be necessary, the fabric shall be

replaced promptly. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-quarter the height of the barrier.

227.4.07 Removal of Erosion Control Structures - Any material remaining in place after the fence or barrier is no longer required shall be graded to conform to the finished grade and/or reseeded.

227.05 MEASUREMENT AND PAYMENT:

227.5.01 - Payment for the work as above specified will be made at the contract lump sum amount for the item "Erosion Control & Stormwater Management". This work shall constitute full compensation for the purchase, installation, maintenance, removal and disposal of all erosion and sedimentation control activities.

END OF SECTION 227

SECTION 250 – ASPHALT CONCRETE PAVEMENT

250.1 DESCRIPTION:

This item includes all work necessary for the construction of hot mix asphalt concrete pavements upon prepared foundations or base surfaces. The Contractor shall provide submittal information to the Engineer for approval on all materials, methods, equipment and HMAC mix design. Such submittal information shall be submitted a minimum of three (3) weeks prior to construction. Unless otherwise specified, the number of copies of submittal information that the Contractor shall submit shall be the number of copies that the Contractor requires to be returned plus two copies that will be retained by the Engineer.

250.2 MATERIALS:

All materials shall meet the requirements of the ODOT Standard Specifications, 2018 or most current edition, unless specifically noted herein.

250.2.01A Asphalt Cement, Additives and Aggregate treatment shall meet the requirements of Section 00744, Hot Mixed Asphalt Concrete (HMAC), ODOT Standard Specifications, 2018 or most current edition, and the requirements of ODOT, Standard Specifications for Asphalt Materials, 2018 or most current edition. Use PG 64-28 asphalt cement.

250.2.01B 2018 Asphalt Cement and Additives – Asphalt Cement and Additives - Furnish the following asphalt cement and additives:

- (a) Asphalt Cement - Provide asphalt cement conforming to the requirement of ODOT's publication "Standard Specifications for Asphalt Materials". Copies of the publication are available from ODOT's website. The applicable Specifications are those contained in the current publication on the date the Project is advertised. Use the grade of asphalt that is specified.
- (b) Asphalt Cement Additives - Use standard recognized asphalt cement additive products that are of known value for the intended purpose and approved for use on the basis of laboratory tests and capable of being thoroughly mixed. Do not use asphalt cement additives that have detrimental effects on the asphalt material. Do not use silicones as an additive. Add the following asphalt cement additives when required by the JMF:
 - Anti-stripping asphalt cement additives to prevent stripping or separation of asphalt coatings from Aggregates to satisfy the TSR specified in 00744.13.
 - Asphalt cement admixtures used to aid in the mixing or use of asphalt mixes.

250.2.02 Mineral filler shall conform to the requirements of AASHTO M17. Collector dust may be used as mineral filler, in whole or in part, provided the dust or the resultant mineral filler mixture conforms to the above requirements.

250.2.03 Level 3 HMAC (class) of Concrete and Proportions of Materials – The asphalt concrete mixture shall be of the level (class) as shown on the plans (Level 3 if not shown elsewhere) and shall conform to the requirements of ODOT, Standard Specifications for Asphalt Materials, 2018 or most current edition. The mix

design shall be developed by the Contractor and shall meet Section 00744, Hot Mixed Asphalt Concrete (HMAC), ODOT Standard Specifications, 2018 or most current edition.

250.2.04 Tack coat asphalt shall be emulsified asphalt and meet the requirements of Section 00730, ODOT Standard Specifications, 2018 or most current edition.

250.3 CONSTRUCTION:

250.3.01 Foundation Preparation - All bases and foundations shall be constructed to the condition prescribed under the applicable specification. Broken or ragged edges of existing Portland cement concrete or bituminous surfaces underlying or abutting the new pavement shall be trimmed back to firm material. Contact surfaces of structures in the paving area shall be treated with an asphalt tack coat prior to placing the asphalt concrete. Underlying surfaces of Portland cement concrete and designated areas of asphalt-deficient, fine-cracked or spalled bituminous material shall be treated with an asphalt tack coat prior to placing the asphalt concrete.

250.3.02 Preparation and Acceptance of Foundation – In general, aggregate bases will be constructed, graded and compacted by the Contractor. Following the completion of the base rock on that project, those streets shall be available for use by the public for local vehicular traffic to abutting properties, with traffic operations on the aggregate base course. The paving subcontractor for this project shall inspect the aggregate base immediately prior to paving operations and make recommendations to the Engineer for foundation preparation work to prepare the aggregate base for the paving work. Such foundation preparation work will not be considered as additional work but will be included in the normal foundation preparation work described above in this section.

250.3.03 Existing Pavement Surfaces – Existing pavement surfaces shall be cleaned of all loose material, dirt and dust by brooming, by flushing with water or by other approved methods. All vegetation on existing asphalt surfaces shall be removed by first burning with a torch followed by careful removal of the burned vegetation by scraping and brooming.

250.3.04 Weather Limitations Asphalt concrete mixtures shall be placed on dry prepared surfaces when the air temperature in the shade and the surface temperature is 55°F (15°C) and warmer. However, the Engineer may permit the Contractor to begin paving work if the temperature is 50°F or above and rising, and in the judgment of the Engineer will be 55°F in a reasonable period of time. Placing any mixture during rain or other adverse weather conditions will not be permitted, except that mix in transit at the time these adverse conditions occur may be laid if the following conditions are met:

- a. Mix is at proper temperature.
- b. Mix is covered during transit.
- c. Mix is placed on a foundation free of standing or flowing water.

250.3.05 Tack coat asphalt shall be applied to existing bituminous and Portland cement concrete surfaces prior to placing asphalt concrete per ODOT Standard Specifications. A tack coat is not required before placing ACP on Aggregate bases. Apply the Emulsified Asphalt with a pressure distributor conforming to ODOT Standard Specification, 00730.22, unless otherwise allowed. Apply the Emulsified Asphalt to the prepared surface at a rate between 0.05 and 0.20 gallons per square yard as directed and with the Emulsified Asphalt temperature between 140°F and 185°F as recommended by the manufacturer. Application rates for tack coat diluted according to ODOT Standard Specification 00730.11 will be increased as necessary to provide the same amount of residual asphalt as the application rates specified above.

It shall be applied only so far in advance of the asphalt concrete paving operations as is necessary in order to provide a tacky surface upon which to place the asphalt concrete.

Do not place hot mixed asphalt concrete Pavement or Emulsified Asphalt Concrete Pavement on the tack coat until the Emulsified Asphalt separates from the water (breaks), but before it loses its tackiness.

250.3.06 Hot Mix Asphalt Concrete Pavers – The HMAC paving operations shall meet the requirements of Section 00744 of ODOT Standard Specifications, 2018 or most current edition.

250.3.07 Placing – Asphalt concrete shall be at a temperature of between 285°F and 300°F at the time it is placed. (If the submitted Job Mix Formula, temperature-viscosity curve of the asphalt cement supports a lower temperature, it will be allowed by the Engineer.) Asphalt Concrete shall be placed in panels of such width as to hold to a practical minimum the number of longitudinal joints required. The longitudinal joints in any panel shall offset those joints in underneath panels by not less than 6 inches. Special care shall be taken at longitudinal joints to provide the required bond and density. The placing of asphalt concrete shall be a continuous operation as nearly as practicable. If the capacity of the paving machine exceeds the capacity of the hauling vehicles, the paving machine shall be operated at a reduced uniform speed so as to maintain a continuous operation.

250.3.08 Overlay Paving shall be applied in a minimum of two lifts. The first lift shall be a leveling course, followed by a cover course or wearing course.

250.3.09 Compaction and Rolling – Longitudinal joints shall be rolled directly behind the paving machine. The first panel shall have vertical edges, and the abutting panel shall be tightly crowded against its edge. Material from the second panel shall be pushed over the surface of the first panel so as to develop an overlap of from 3 inches to 6 inches. Breakdown rolling shall immediately follow the rolling of the longitudinal joints and edges. Rollers shall be operated as close to the paving machine as necessary to obtain adequate density without causing undue displacement. The breakdown roller shall be operated with the drive roll or wheels nearest the paving machine. Exceptions may be made when working on steep slopes or super-elevated curves. Roller wheels shall be kept moist with only enough water to avoid picking up the material. Rollers shall move at a uniform speed not to exceed 3 mph for steel wheeled rollers. Rollers shall be in good condition and capable of being reversed without backlash. The line of rolling shall not be suddenly changed nor the direction of rolling suddenly reversed. Any pronounced change in direction of the roller shall be made on stable material. If rolling causes displacement of the material, the affected areas shall be loosened and restored to the original grade with loose material before being re-rolled. Heavy equipment, including rollers, shall not be permitted to stand on finished surface before it has thoroughly cooled or set. The finished surface shall be true to line and grade, free of irregularities and roller wheel tracks.

Breakdown and intermediate rolling and the rolling of longitudinal joints shall be performed until the entire surface of each course has been compacted by at least six coverages of the roller(s). Breakdown and intermediate compaction shall be completed before the HMAC temperature drops below 180°F, unless otherwise directed. Steel-wheeled rollers shall have a gross static weight of at least 8 tons. Vibratory rollers shall be equipped with amplitude and frequency controls capable of at least 2000 vibrations per minute, shall be specifically designed to compact HMAC and shall have a gross static weight of at least 8 tons. Finish rolling shall be performed with additional coverages until all roller marks are eliminated. If steel-wheeled rollers are used for finish rolling, they shall have a gross static weight of at least 6 tons.

250.4 MEASUREMENT AND PAYMENT:

250.4.01 Measurement – of asphalt concrete pavement will be by weighing the mixed materials on a certified scale. The weight of asphalt concrete shall include the asphalt cement in the mixture. Certified plant mix temperatures at loading and weight slips shall be supplied to the Engineer at the point of delivery.

250.4.02 Payment will be at the contract price per ton for each category of the material placed and compacted to the designated depths and limits and/or furnished at the plant site and will be limited to not more than 105% of the calculated tonnage within the designated limits. Payment shall constitute full compensation for all work specified herein, either for furnishing the pavement materials only or for furnishing and installing the pavement materials as listed in the bid schedule.

250.4.03 HMAC Level 3 Payment will be measured and paid for on a per ton basis to the limits as shown on the construction drawings at a nominal compacted depth specified by ODOT.

250.4.04 Tack Coat – No separate payment will be made for the asphalt tack coat, the cost of which is to be included in one or more of the unit prices.

250.4.05 Asphalt Cement Price Adjustment – An asphalt cement escalation/de-escalation clause will be in effect during the life of this contract. The price adjustment will use the Monthly Asphalt Cement Material Price (MACMP) established by the Oregon Department of Transportation (ODOT) on the first of each month. The price adjustment will use the MACMP for the month the contract was awarded as the Base Asphalt Cement

Material Price “Base.” The price adjustment will be determined by multiplying the Adjustment Factor, as established below, by six (6) percent and adding to the unit price for asphalt concrete pavement and pavement patching. The Monthly Asphalt Cement Adjustment Factor will be determined each month of the contract as follows:

- If the MACMP is within +/- 10% of the “Base”, then there will be no adjustment.
- If the MACMP is more than 110% of the base, then:
 - Adjustment Factor = (MACMP) – (1.10 x “Base”)
- If the MACMP is less than 90% of the base, then:
 - Adjustment Factor = (MACMP) – (.90 x “Base”)

The “Base” price established for this contract is the MACMP for the contract date as established by ODOT.

END OF SECTION 250

SECTION 258 – PAVEMENT MARKINGS

258.1 DESCRIPTION:

This item includes all work necessary for furnishing, preparing, and installing all forms of striping and pavement markings.

258.2 MATERIALS:

258.2.01 Preformed thermoplastic pavement markings shall be PREMARK PLUS as supplied by Flint Trading Co., (Thomasville, North Carolina, tel. 336-475-6600, www.flintrading.com) or approved equal. The pavement markings shall contain factory applied surface beads, 30% glass beads by weight, for high retro-reflectivity. The thermoplastic material shall conform to AASHTO designation M249-79 (98), with the exception of the relevant differences due to the material being supplied in a preformed state.

258.2.01A Graded Glass Beads - The material shall contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than twenty percent (20%) consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50. The material shall have factory applied coated surface beads in addition to the intermixed beads at a rate of 1 lb. (± 10%) per 11 sq. ft. These factory applied coated surface beads shall have the following specifications:

- | | |
|------------------------------------|---|
| 1) Minimum 80% rounds | 3) Minimum SiO ₂ Content of 70%; |
| 2) Minimum refractive index of 1.5 | 4) Maximum iron content of 0.1%; |

Size Gradation	% Retained
1400 μm (14 U.S. mesh)	0-3%
1180 μm (16 U.S. mesh)	2-10%
1000 μm (18 U.S. mesh)	10-30%
850 μm (20 U.S. mesh)	30-60%
600 μm (30 U.S. mesh)	50-80%
500 μm (35 U.S. mesh)	60-85%
355 μm (45 U.S. mesh)	95-100%
250 μm (60 U.S. mesh)	98-100%

258.2.01B Pigments - White: Sufficient titanium dioxide pigment shall be used to ensure a color similar to Federal Highway White, Color No. 17886, as per federal Standard 595. Yellow: Sufficient yellow pigment shall be used to ensure a color similar to Federal Highway Yellow, Color No. 13655, as per Federal Standard 595. The yellow pigment shall be of an organic nature only and contain no lead chromate.

258.2.01C Heating Indicators - The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.

258.2.01D Skid Resistance - The surface, with properly applied and embedded surface beads, shall provide a minimum resistance value of 45 BPN when tested according to ASTM E-303.

258.2.01E Thickness - The material shall be supplied at a minimum thickness of 125 mils (3.15 mm).

258.2.01F Versatility - As an option, turn arrows and combination arrows may come without surface applied glass beads, thus facilitating the use of those arrows as either left or right indicators, thereby reducing inventory requirements.

258.2.01G Environmental Resistance - The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

258.2.01H Retroreflectivity - The material, when applied in accordance with manufacturer's guidelines, shall demonstrate a uniform level of sufficient nighttime retroreflection when tested in accordance to ASTM E1710-97. The applied material shall have an initial minimum intensity reading of 500 mcd·m⁻²·lx⁻¹ for white and 300 mcd·m⁻²·lx⁻¹ for yellow as measured with an LTL-2000 or LTL-X Retroreflectometer.

258.3 CONSTRUCTION:

258.3.01 General - Contractor shall install pavement marking in accordance with applicable requirements of Oregon Standard Specifications Subsection 0850.

258.3.01A Prepare and Prime Pavement - Remove contaminants from new AC surfaces that may adversely affect the installation of the pavement markings by sandblasting, shot-blasting, or sweeping. Air blast the pavement with a high-pressure system to remove extraneous or loose material. Apply materials to new asphalt concrete that is sufficiently cured according to the manufacturer's recommendations. After the pavement surface is clean and dry, apply primer as recommended by the manufacturer to the area receiving the pavement markings. Apply the primer in a continuous, solid film according to the recommendations of the primer manufacturer and the pavement markings manufacturer.

258.3.01B Protection – Protect all applied marking from traffic until sufficiently cured so as not to be damaged or tracked by traffic movements.

258.3.02 Thermoplastic Pavement Markings, General - The Engineer will be responsible for preliminary spotting of the lines and markings to be installed and approval of the Engineer must be obtained before thermoplastic pavement marking may begin. The area to be marked shall be dry, clean and free of loose particles. The Contractor shall ensure that no moisture is present on the surface.

258.3.03 Preformed Thermoplastic Pavement Markings shall be applied on asphalt using the propane torch method recommended by the manufacturer or using a method approved equal by the Engineer. The material shall be able to be applied at ambient and road temperatures down to 32°F without any preheating of the pavement to a specific temperature. The material shall be able to be applied without the use of a thermometer. The pavement shall be clean, dry and free of debris. The material supplier shall enclose application instructions with each box/package of the thermoplastic pavement markings.

258.4 MEASUREMENT AND PAYMENT:

258.4.01 Thermoplastic Pavement Markings – The quantities of stop bars will be measured and paid for a lineal foot basis for the quantity ordered and actually installed. Gaps between stripes will not be measured. 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.

END OF SECTION 258

SECTION 261 – WATER PIPE AND FITTINGS

261.1 DESCRIPTION:

This item includes all work necessary for the installation of water pipe and fittings as shown on the plans for use in water distribution systems.

261.2 MATERIALS:

261.2.01 General - Materials and strength specifications shall be as hereinafter specified for the particular kind of pipe and fittings as shown on the plans. No pipe and fittings that are not hereinafter specified will be allowed on the project. All water system materials shall be NSF approved for use in domestic water supply systems.

261.2.02 Water Main Pipe:

261.2.02A - Polyvinyl Chloride (PVC) pipe shall be DR-18 and conform to the requirements of AWWA C900/C905. Pipe shall have integral bell and spigot joints conforming to the requirements of ASTM D3139. The pressure class shall be Class 235, DR-18. Ductile iron fittings shall be used with PVC pipe.

261.2.03 Water main pipe fittings shall be of a class and rating at least equal to the adjacent pipe unless specified otherwise. Joint materials shall be compatible with the adjacent pipe. All fittings shall be cast or ductile iron. Mechanical joint and push-on joint type coupling shall conform to ANSI A21.10 and A21.11 (AWWA C153), cement lined and seal coated according to ANSI A21.4 (AWWA C104). Other types of joints shall conform to FS WWP-421 b, Type II for push-on joints. Flanged couplings shall be drilled and faced in accordance with ANSI B-16.1 or B-16.2. Rubber gasket type shall be U.S. Pipe, Tyton or approved equal. Cast iron fittings for use with FS Type II and Type III cast iron water pipe shall conform to the same specifications except that joints shall be mechanical type and include cast iron glands, plain rubber gaskets and T-head cast iron bolts and nuts per ANSI A21.11 or an approved compression type with rubber gasket.

261.2.04 Valves:

261.2.04A Gate valves, three inches and larger in diameter, up to eight inches in diameter, shall conform to the requirements of AWWA C500 as to composition and quality of material and workmanship and shall be NSF approved. Valves shall be iron body, bronze mounted, resilient wedge type, with triple O-ring seals, non-rising stem, and 2-inch square operating nut. Gate valves shall be Clow, Dresser M and H, or Mueller. Valve ends shall be mechanical joint, flanged joint, or push-on joint, or a combination of the foregoing as called for in the plans.

261.2.04B Gate Valves - Two inches and smaller in diameter shall be NRS with operating hand wheel, screw ended, and have a rated working pressure not less than 150 p.s.i. The valves shall conform to the requirements of FS WWB 54B, Class A, Type 1.

261.2.05 Valve Boxes –Cast iron valve boxes shall be furnished with all valves 3 inches and larger, “Vancouver” style, Olympic Foundry Model 910. Extensions shall be used as required for varying installation conditions and shall be a single piece of PVC sewer pipe, ASTM D-3034. Valve box covers shall be marked “W”. All valve boxes shall be equipped with a valve box base Model VC212 by 3DC or approved equal.

261.2.06 Flanged coupling adapters shall be by Uniflange Corp., Series 900-C, or approved equal.

261.2.07 Pipe Restraint fittings shall be “GripRing” by Romac Industries, Inc. or approved equal.

261.2.08 Water Service Assemblies:

261.2.08A Tubing shall be 1” Crosslinked Polyethylene (PEXa) “REHAU-MUNICIPEX” water service tubing conforming to ASTM F876 and NSF/ANSI Standard 14 and 61 (NSF-pw-g), minimum 200 p.s.i. Pipe shall be certified to AWWA C 904 Cross-linked Polyethylene (PEX) Pressure Pipe and certified to standards ASTM F876, CSA B137.5, NSF 14, NSF 61 and PPI TR-4, by approved testing agencies, with a standard materials designation code of 3306. Pipe shall have the minimum markings: PEXa 3306, CSA B137.5, ASTM F876, F2023 and F2080, NSF-pw.

All compression joints shall use stainless steel insert stiffeners.

261.2.08B Service saddles on PVC water lines shall be Ford hinged type brass saddle or approved equal.

261.2.08C Corporation stops for waterlines with service saddles or tees shall be type Mueller type H-15028N with AWWA IPT inlet and CTS Mueller 110 Conductive Compression Connection for water service tubing outlet.

261.2.08D Angle meter stops shall be FORD for PE water service tubing inlet on services up to 2 inches.

261.2.08E Meter boxes - New meter boxes shall be Armorcast RPM A600164PCX12/18 with 20K traffic rated lid (drop-in) and will be furnished and installed to finished grade by the Contractor.

261.2.08F Water meters will be supplied and installed by the City.

261.2.08G Water service fittings on the customer side of the meter will be supplied and installed by the City.

261.2.08H Casing shall be Schedule 40 PVC, pushed under the existing pavement and shoulders of the road, sized to allow for the tubing to be installed inside of the PVC casing.

261.2.09 Fire hydrants shall: Be suitable for general waterworks service, Have dry barrel, post type with compression main valve closing with the inlet pressure, Have a Replaceable Stem Coupling and a replaceable Traffic Flange at the ground line to prevent or minimize traffic damage, Comply with AWWA Standard C502, Be UL listed and FM approved, and Be Certified to ANSI/NSF 61/372.

Each hydrant shall be equipped with two 2 1/2 inch hose nozzles and one 4 1/2 inch threaded pumper nozzle. Main valve shall be 5 1/2 inch compression type with a 6 inch inlet and counter clockwise opening. Hydrants shall be furnished with factory lubricate, O-ring sealed bonnet, safety flange construction, allowing for 360° rotation of nozzle section on stem. Hydrant assemblies shall include main line tees and connecting pieces with integrally cast joint restraint, Tyler mechanical joint swivel fittings, or approved equal. Hydrants shall be Mueller Super Centurion 250 Fire Hydrants. Hydrant shall be Shop Coated with high performance 2-part Epoxy.

261.2.10 Tracer wire shall be #12 solid copper wire with blue colored insulation.

261.2.11 Thrust blocks shall be constructed of Portland cement concrete conforming to the requirements of ASTM C94. Compressive field strength shall be not less than 2,000 p.s.i. at 28 days. Maximum size of aggregate shall be 1½ inches.

261.2.12 Air Release Valves shall be A.R.I. Model S-50 or approved equal.

261.3 CONSTRUCTION:

261.3.01 Alignment and Grade - All pipe shall be laid to the required lines and grades. Fittings and valves shall be at the required locations with joints centered, spigots home, and valve and hydrant stems plumb. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, or other obstructions encountered in the process of the work shall be furnished by the Contractor at no expense to the Owner. Where the grade or alignment of the pipe is obstructed by existing utility structures such as conduits, ducts, pipes, branch connections, the obstructions shall be permanently supported, relocated, removed or reconstructed by the Contractor in full cooperation with the Owners of such utility structures, or the new water pipe shall be laid to an alignment and/or grade to miss the obstruction. No deviation shall be made from the required line or grade except with the written consent of the Engineer.

261.3.02 Depth of Trench - Water mains shall have a minimum cover of 30" from finish grade to top of pipe. Water service lines shall have a minimum cover of 24 inches below finish grade. The Contractor shall increase the depth of cover on all new water mains as needed with additional trench depth and vertical bends in order to avoid conflicts with the existing water main and with the new storm drainage pipes.

261.3.03 Curvature - PVC pipe may be laid on horizontal and vertical curves so long as the radius is no less than the following values:

- 10" pipe - 500 ft. radius (4-1/2" offset per 20' length)
- 8" pipe - 400 ft. radius (6" offset per 20' length)
- 6" pipe - 300 ft. radius (8" offset per 20' length)
- 4" pipe - 200 ft. radius (12" offset per 20' length)

Where the design alignment and grade call for greater curvature, appropriate angle fittings shall be used. Water service tubing may be laid on horizontal and vertical curves with a minimum radius of 1 foot.

261.3.04 Pipe Distribution and Handling - The Contractor shall not distribute material on the job faster than it can be used to good advantage. The Contractor shall unload pipe only by approved means. Pipe will not be unloaded by dropping to the ground. The Contractor shall inspect all pipe and fittings prior to lowering into trench to insure no cracked, broken, or otherwise defective materials are used. The Contractor shall clean ends of pipe thoroughly and remove foreign matter and dirt from inside of pipe and keep it clean during laying and joining. The Contractor shall use approved implements, tools, and facilities for the safe and proper protection of the work. The Contractor shall lower pipe into the trench in such a manner as to avoid any physical damage to the pipe. The Contractor shall remove all damaged pipe from the job site. Pipe shall not be dropped or dumped into trenches.

261.3.05 Installation - Trench excavation, bedding and backfill shall be in accordance with Section 221.

261.3.05A Push-on Joints - After a section of pipe has been lowered into the prepared trench, wipe clean the gasket and gasket seat inside the bell with a cloth. Place the gasket in the bell with the large round side of the gasket first. Apply a thin film of lubricant to the inside surface of the gasket. Using a cloth, wipe clean the plain end of the next pipe and insert into the bell just far enough to make contact with the gasket. Force "home" the plain end into the bell end by the use of a bar, fork tool or jack assembly. Align pipe for position and tamp into place.

261.3.05B Mechanical Joints - Before laying all pipe, valves, or fittings, remove all lumps, blisters, and excess coal-tar coating from the bell ends. Wire brush and wipe clean the inside of the bell and the outside of the spigot to remove all loose rust and foreign material just prior to assembly. Swab the cleaned surfaces with soapy water just prior to slipping the gasket over the spigot end. Accurately center the spigot end in the bell before inserting the gasket. After the gasket is in place, assembly the gland and bell end with bolts by alternately tightening the bolts around the bell end maintaining approximately equal tension until the final tension is reached.

261.3.06 Pipe Restraint - The Contractor shall provide restrained joints at all tees, caps, plugs, and bends for the lengths shown on the plans adjoining such fittings. Joint restraint shall be mechanical joint with retainer glands, or push-on with approved locking gasket, U.S. Pipe Tyt-Lok, or approved equal. All joint restraint method shall be submitted to the Engineer for review prior to such use.

261.3.07 Pipe cutting shall be accomplished using proper pipe cutting tools designed specifically for that purpose. Cuts shall be made in accordance with the pipe manufacturer's recommendations.

261.3.08 Tracer wire shall be installed adjacent to PVC pipe and wrapped around service tubing in continuous lengths. Joints or splices in tracer wire shall be waterproof with approved grease nuts. Ends of wire shall be accessible in all valve boxes and meter boxes.

261.3.09 Fire hydrants shall be installed as shown on the plans and in accordance with the hydrant manufacturer's recommendations. Install hydrant with proper depth of bury or use extension for height adjustment such that hydrant traffic flange shall be located above grade as shown on the plans. Hydrants shall be set true and plumb. Hydrants shall be repainted to the satisfaction of the Engineer should the paint be scratched, chipped, faded or discolored.

261.3.10 New Water Services – The Contractor shall furnish and install new water services either to the existing meter box location or to the new meter box location, as shown on the plans and as staked by the Engineer. All water services shall be installed with service saddle, corporation stop, water serviced tubing and angle meter prior to all testing and disinfection. Connections between the new main and the new water

services shall be made with approved type fittings. All connections shall be inspected by the inspector prior to covering with backfill.

261.3.11 Reconnecting Existing Water Services – The Contractor shall furnish and install all water services either to the existing meter box location or to the new meter box location, as shown on the plans and staked by the Engineer. All water services shall be installed with service saddle, corporation stop, water serviced tubing and angle meter prior to all testing and disinfection. Connections between the new main and the new water services shall be made with approved type fittings. All connections shall be inspected by the inspector prior to covering with backfill.

Following successful testing and disinfection of all mains and services in each section of the project, the City Water Department Staff will disconnect, replace, and reconnect existing water services between the customer and the new water service angle meter stop.

261.3.12 Water Service Interruptions – The Contractor shall coordinate all service interruptions of the occupants of the affected properties with the City Water Department Staff. Service interruptions shall be for as short a time period as possible and the Contractor shall be responsible for arranging for alternative service of the affected property as required.

261.3.13 Valve Boxes – Install valve boxes with PVC pipe as extensions. The Contractor shall compact all backfill materials and surface restoration layers around all valve boxes with mechanical vibrators or impact tampers. Adjust final grade of all valve boxes to be maximum 1/8-inch above asphalt finish grade, minimum flush with finish grade. Valve boxes set into depressions of finish grade will not be acceptable. Valve boxes shall be installed within diamond shape concrete collars as shown on the construction plans. The Contractor shall remove and reset any valve boxes that are set into depressions of asphalt finish grade.

261.4 TESTING:

261.4.01 General - A pressure test and a leakage test shall be made by the Contractor of every section of water main after the completion of the final trench backfill. All connections to existing mains shall be left uncovered for a period of 4 hours after normal operating pressure is applied, after which time the inspector shall inspect all such connections and joints, and any leaks which appear shall be repaired.

261.4.02 Pressure Test:

261.4.02A Pre-test - After each valved section of pipe has been laid and partially backfilled, the Contractor shall perform a hydrostatic pressure test as outlined below. The maximum length for testing shall be confined to each block of the project (the project is divided into four blocks). The results shall be given to the Engineer prior to complete backfill of the pipe. If the test indicates materials or workmanship that does not meet design requirements, defective material and/or workmanship shall be corrected and the test re-run until specifications are fulfilled.

261.4.02B Pressure Test of Completed Waterline - All mains, hydrants and fittings shall be subjected to a pressure test in the presence of the inspector after all pre-testing has been completed. All water services shall be installed with service saddle, corporation stop, water serviced tubing and angle meter prior to all testing and disinfection. A separate test shall be made on each section of the project whenever any section of the work is installed in such a manner as to permit its segregation as a unit. The maximum length for testing shall be confined to each block of the project (the project is divided into four blocks). Each section of pipe shall be completely filled with water and care shall be taken to insure that all air is expelled from the pipe line. The specified test pressure shall be applied by means of a pump connected to the main through a corporation stop and service tubing. The test pressure, measured at the point of lowest elevation, shall be 150% of the working pressure at that point. The test pressure shall be held for two hours during which time, all exposed pipe, fittings, valves and couplings will be carefully examined for leaks. The portion of main being tested shall be considered "acceptable" for the purposes of this test if the pressure does not decrease more than 5 p.s.i. in 1 hour. All leaks shall be repaired. The test shall be repeated until satisfactory.

261.4.03 Leakage Test - A leakage test shall be conducted after the pressure test has been satisfactorily completed and shall consist of an examination of all exposed joints for leakage as well as overall leakage test of the completed section of pipe. The pressure to be maintained during the test shall be the same as for the

pressure test and shall be measured at the low point of the system. The same procedure for filling the line and expelling air shall be used as for the pressure test. The duration of each leakage test shall be 1 hour. Any joint found where accumulated leakage of the joint exceeds the rate of leakage specified by the manufacturer of the pipe shall be rejected. The overall permissible leakage for the section of pipe tested shall not be greater than the number of gallons per hour as determined by the formula in which:

$L = \frac{SD \sqrt{P}}{133,200}$	L=	Allowable leakage, in gallons per hour
	S=	Total length of pipe tested, in feet
	D=	Nominal diameter of the pipe, in inches
	P=	Average test pressure during the leakage test, in pounds per square inch (gauge)

Should any test of a section of pipe line disclose joint leakage greater than that permitted, the Contractor shall, at no expense to the Owner, locate and repair the defective joints until the leakage is within the permitted allowance.

261.4.04 Testing of Service Lines - Corporation stops, service lines, and angle meter stops shall be installed prior to the above described tests. Water service reconnections shall be tested up to the angle meter stop. Reconnected portions of water services beyond the last valve will be accomplished by the City Water Department Staff, and shall be approved by the inspector prior to covering, and any leaks which appear beyond the last valve will be repaired by the Owner. Any leaks which appear in front of the last valve shall be repaired by the Contractor. Water service connections for future use shall be tested up to the last valve.

261.4.05 Disinfection and Flushing - Upon completion of the testing, water mains shall be disinfected in accordance with AWWA C651 and the latest Oregon State Health Division regulations. After disinfection, the chlorinated water shall be flushed from the water main until the replacement water tests are equal chemically and bacteriologically to those of the permanent source of supply. The chlorinated water shall be disposed of in a manner approved by the Oregon State Health Division and the Oregon State DEQ. The chlorinated water shall be discharged into the sanitary sewer system only after the written permission of the sewer system Owner is obtained by the Contractor. At the option of the Contractor, and if the chlorinated water is not discharged into the sanitary sewer system, the Contractor shall neutralize the chlorinated water with a chemical neutralizing agent prior to discharging the chlorinated water.

261.5 MEASUREMENT AND PAYMENT:

261.5.01 Water Main Pipe - Measurement for pipe will be made on a linear foot basis for the various classes, types, and size of pipe listed and installed. No reduction in length will be made for valves and fittings. Where pipe is laid on a continuous slope greater than 10% for a distance greater than 100 feet, measurement will be made upon the average slope distance between 100 foot stations. Payment will be at the contract price per linear foot and shall constitute full compensation for the pipe in place, including excavation, bedding, mechanical restraints, thrust blocking, anchorage, backfill, testing and disinfection.

261.5.02 Valves - Measurement and payment for water main valves will be made at the contract price for each valve installed. Payment will be made at the contract price and shall constitute full compensation for the valve in place including valves, mechanical restraint, thrust blocking, valve boxes, concrete, reinforcement and lids as specified in the bid schedule or as shown on the construction drawings. Hydrant valves will be paid for as a part of the fire hydrant assembly contract price. Valves included in the separate item marked "Connections" are not included for payment in this item.

261.5.03 Fire Hydrant Assemblies - Measurement and payment for fire hydrant assemblies will be made at the contract price for each hydrant installed. Payment will be made at the contract price and shall constitute full compensation for the entire hydrant assembly in place, including hydrant valve, valve box and lid, pipe connecting the hydrant to the main, anchorage, restraints, blocks, tracer wire, gravel and painting.

261.5.04 Water Service Pipe and Assemblies - Measurement and payment for water service pipe and water service assemblies will be made on a per each basis at the contract price for each water service assembly installed. Water service fittings include the service saddle, water service pipe, corporation stop, angle meter stop, tracer wire and meter box. Payment will be at the contract price per each water service assembly and shall constitute full compensation for the water service pipe and assembly in place including testing, disinfection, excavation, bedding, backfill, connections and fittings to existing water services.

261.5.05 Water Main Fittings - Measurement and payment for water main fittings will be made at the contract price for each fitting installed. Payment will be made at the contract price and shall constitute full compensation for the fitting in place, including thrust blocks or other mechanical joint restraint. Water service fittings including service saddle, corporation stop, angle meter stop and meter box and are not included in this payment item. Where individual fittings are not shown on the bid schedule, those fittings will be considered incidental to the water main pipe construction and no separate payment will be made for incidental fittings. Fittings included in the separate item marked "Connections" are not included for payment in this item.

261.5.06 Connections - Measurement and payment for water main connections will be made at the contract price for the entire connection installed along with any temporary thrust blocking, valving or connections needed to maintain water service. Payment will be made at the contract price and shall constitute full compensation for the complete connection in place.

261.5.07 Air Release Assemblies - Measurement and payment for air release assemblies will be made at the contract price for each assembly installed. Payment will be made at the contract unit price and shall constitute full compensation for the entire assembly in place including service saddle, meter box, corporation stop, service tubing, angle meter stop, air release valve, drain pipe and necessary support.

END OF SECTION 261

SECTION 271 – GRAVITY SEWER PIPE AND FITTINGS

271.1 DESCRIPTION:

This item includes all work necessary for the installation of sanitary sewer gravity pipe and fittings.

271.2 MATERIALS:

271.2.01 General - Sanitary sewer gravity pipe shall have solvent welded or flexible elastomeric gasket joints. Materials and strength specifications shall be as hereinafter specified for the particular kind of pipe and fittings required. Joints on all fittings shall be the same as the joints used on the pipe. Caps or plugs shall be furnished with each fitting, outlet, or stub as required with the same type gasket and/or joint as the pipe. No pipe and fittings that are not hereinafter specified will be allowed on the project.

271.2.02 Pipe:

271.2.02A Polyvinyl Chloride (PVC) pipe shall conform to the requirements of ASTM D3034 and D2729.

271.2.02B Material Certification - The manufacturer or fabricator shall furnish appropriate certification based on manufacturer's routine quality control tests, that the materials in the pipe meet the requirements specified herein.

271.2.03 Jointing Materials:

271.2.03A PVC pipe gaskets shall conform to the requirements of ASTM D3212.

271.2.04 Fittings:

271.2.04A General - Tee or wye fittings shall be provided in the sewer main for side sewer or inlet connections. All fittings shall be of sufficient strength to withstand all handling and load stresses encountered. All fittings shall be of the same materials as the pipe. Material joining the fittings to the pipe shall be free from cracks and shall adhere tightly to each joining surface. All fittings shall be capped or plugged and gasketed with the same gasket material as the pipe joint, fitted with an approved mechanical

stopper, or have an integrally cast knockout plug. The plug shall be able to withstand all test pressures without leaking, and when later removed, shall permit continuation of piping with jointing similar to joints in the installed line.

271.2.04B PVC Pipe - Fittings shall conform to the applicable portions of the following specifications: ASTM D1785, ASTM D2729, ASTM D2466, ASTM 2467, ASTM D3033 and ASTM D3034. Fitting joints shall be the same as the pipe joints.

271.2.04C Flexible couplings and donuts shall be as manufactured by Calder, Fernco, or approved equal, with stainless steel bands, all components properly sized to fit.

271.2.05 Service connection markers shall be new, one piece Douglas Fir or cedar, 2 x 4's, utility grade or better, painted white. Attachment to service line stopper shall be by means of 9 gauge minimum galvanized wire or ¼ inch minimum polypropylene rope.

271.3 CONSTRUCTION:

271.3.01 Line and Grade - Survey line and grade control hubs will be provided by the Engineer on an offset line at intervals not greater than 100 feet when the Contractor uses a laser beam for pipe alignment, and at intervals not greater than 40 feet for other methods of pipe alignment. The Engineer will furnish the Contractor with the elevation of the hubs and the corresponding sewer invert elevation at such hubs. Should the Contractor's operations cause or allow removal of stakes or hubs, their replacement shall be at the expense of the Contractor. Variance from established line and grade shall not be greater than 1/2 inch for line and 1/4 inch for grade, provided that such variation does not result in a level or reverse sloping invert. The Contractor shall establish line and grade for pipe by the use of lasers or by transferring the cut from the offset hubs to the trench at whatever intervals necessary to maintain the line and grade. The method of transferring the cut from the offset hubs to the trench shall be subject to the approval of the Engineer. A transfer method not approved by the Engineer shall not be used. The Contractor shall constantly check both line and grade for each length of pipe laid and in the event they do not meet the limits described, the work shall be immediately stopped, the Engineer notified, and the cause remedied before proceeding with the work. When using laser alignment the Contractor shall check beam alignment at 100-foot intervals.

271.3.02 Pipe Distribution and Handling - The Contractor shall not distribute material on the job faster than it can be used to good advantage. The Contractor shall unload pipe only by approved means. The Contractor shall not drop pipe to the ground while unloading it. The Contractor shall inspect all pipe and fittings prior to lowering into trench to insure no cracked, broken, or otherwise defective materials are used. The Contractor shall clean ends of pipe thoroughly and remove foreign matter and dirt from inside of pipe and keep it clean during laying and joining. The Contractor shall use approved implements, tools, and facilities for the safe and proper protection of the work. The Contractor shall lower pipe into the trench in such a manner as to avoid any physical damage to the pipe. The Contractor shall remove all damaged pipe from the job site. Pipe shall not be dropped or dumped into trenches. Dropped pipes will be rejected by the engineer and shall be taken offsite immediately.

271.3.03 Laying Pipe on Curves - The Contractor shall lay pipe on horizontal or vertical curves only when approved and at the direction of the Engineer.

271.3.04 Installation of Service Tees and Wyes - Fittings shall be placed where indicated on the plans or as staked by the Engineer, or as required by existing services. The Contractor shall provide ends of all inactive service laterals and fittings with approved watertight plugs, caps, or stopper, suitably braced to prevent blow off during internal hydrostatic or air testing. Such plugs or caps shall be removable and their removal shall provide a socket suitable for making a flexible joint lateral connection or extension. If any fitting is placed when the Engineer is not present, the Contractor shall place a stake and see that it is maintained to mark the location of such fitting until the Engineer has recorded the location of the fitting.

271.3.05 Pipe Placing and Laying - Trench excavation, bedding and backfill shall be in accordance with Section 221.

271.3.05A PVC pipe shall be laid upgrade with spigot ends in the direction of flow. After a section of pipe has been lowered into the prepared trench, the end of the pipe to be joined will be cleaned as

will the inside of the joint and the rubber ring, immediately before joining the pipe. The joint will be assembled in accordance with the recommendations of the manufacturer of the type of joint used. All special tools and appurtenances required for the jointing assembly will be provided by the Contractor. The trench bottom shall form a continuous and uniform bearing and support for the pipe at every point between joints. Sufficient pressure will be applied in making the joint to assure that the joint is "home", as defined in the standard installation instructions provided by the pipe manufacturer. Sufficient bedding material will be placed to secure the pipe from movement before the next joint is installed to assure proper pipe alignment and joint make-up. After the joint has been made, the pipe will be checked for alignment and grade. When in correct alignment and grade, the pipe shall be supported by placing the specified initial backfill material as described in Section 221.

When the pipe is laid within a movable trench shield, all necessary precautions will be taken to prevent pipe joints from pulling apart when the shield is moved ahead. The Contractor shall take the necessary precautions required to prevent excavated or other foreign material from getting into the pipe during the laying operation. At all times, when laying operations are not in progress, at the close of the day's work, or whenever the workers are absent from the job, the open end of the last laid section of pipe will be closed and blocked to prevent entry of foreign material or creep of the gasketed joints.

The Contractor shall plug or close off pipes which are stubbed off for manhole construction or for connection by others, with temporary plugs. The Contractor shall take all precautions necessary to prevent the uplift or floating of the line prior to the completion of the backfilling operation. Where pipe is connected to manholes or concrete structures, the connection will be constructed so that the standard pipe joint is located not more than 1.0 feet from the outside edge of the structure. When cutting and/or machining of the pipe is necessary, the Contractor shall use only the tools and methods recommended by the pipe manufacturer. The Contractor shall join the pipe in conformance with the manufacturer's recommendations. Joints or pipe will not be deflected more than recommended by the manufacturer.

271.3.06 New Service Laterals - Pipe and fittings for service lines shall be of one type of material throughout and no interchanging of pipe and fittings will be allowed. Commercial services shall normally be 6 inches in diameter, extending from the main to the connection point. Larger service laterals shall be as shown or specified. The Engineer will stake the location of the terminus of the service line. Either 1/8 vertical bends or other vertical bends are required on service laterals. Other vertical bends may be installed, at the Contractor's option, to reduce the depth of service laterals. The depth of new service lines at the property line shall be a minimum of 4'-6" deep unless otherwise approved by the Engineer or as required to connect to the existing sewer service. The Contractor shall install the sewer main tee or wye so as to locate the service connection pipe within a horizontal distance of one foot either side of the existing sewer service location. The Contractor shall install the pipe on a uniform grade between the tee or wye and the stake at a minimum slope of ¼ inch per foot unless otherwise permitted by the Engineer. The terminus of the new service lateral shall be sealed with stopper in a manner similar to that required for the tee or wye. The Contractor shall install service connection markers at the terminus of new service laterals so as to extend from the end of the service line to 18 inches above ground. The Contractor shall determine the distance in feet and inches from the ground surface to the top of the service lateral and paint it on the marker. The service connection marker shall be firmly attached to the service lateral stopper by means of a 9 gauge minimum galvanized wire or ¼ inch minimum polypropylene rope.

271.4 TESTING:

271.4.01 General - An internal or air pressure test shall be made by the Contractor of every section of sewer, including service connections, after the completion of the final trench backfill as follows:

271.4.02 Air Test:

271.4.02A General:

1. Leakage allowance: The portion of line being tested shall be considered "acceptable" if the time required for the pressure to decrease 1.0 p.s.i.g. is not less than the time shown for the given diameters in the following table:

Pipe Diameter In Inches	Minutes
4	2.0
6	3.0
8	4.0
10	5.0
12	5.5

If the section of line being tested includes more than one size of pipe (e.g. sewer main and building connections) the time used for the test, from the above table, shall be that for the largest size pipe.

271.4.02B Procedure

1. Clean reach of pipe to be tested including building connections.
2. Furnish plugs, air compressors, gauges, etc.
3. Plug all openings including building connections.
4. Measure the average back pressure in pounds per square inch ground water by one of the following methods:
 - a. Dig test holes to the top of the pipe; measure ground water depth in feet and tenths of feet; divide the water depth by 2.31.
 - b. Insert a pipe probe by boring or jetting into the backfill material adjacent to the center of the pipe; read the pressure in the probe in pounds per square inch, when air passes slowly through it.
5. Introduce air into the sealed line until the internal air pressure reaches 4 p.s.i.g. greater than the average back pressure of ground water over the pipe.
6. Allow at least two minutes for air pressure to stabilize.
7. After the stabilization period, read the pressure gauge; 3.5 p.s.i.g. greater than the average back pressure of ground water over the pipe is the minimum pressure in the pipe under which the test can be started. (For example, if the height of water is 112 feet, the probe gauge pressure will be 5 p.s.i.g. This increases the minimum 3.5 p.s.i.g. starting test pressure to 8.5 p.s.i.g., and, in such case, the 2.5 p.s.i.g. minimum final pressure to 7.5 p.s.i.g. The allowable drop of one pound and the timing remain the same.)
8. Disconnect the air hose from the control panel to the air supply.
9. Wait 4 minutes and read and record the gauge pressure.

271.4.03 Deflection Test for PVC Pipe - In addition to air testing, sanitary sewer mains constructed of PVC pipe shall be deflection tested after the trench backfill and compaction has been completed. The test shall be conducted by pulling an approved solid pointed "go/no-go" mandrel through the completed pipeline. The diameter of the mandrel shall be 95% of the pipe diameter unless otherwise specified by the Engineer. Testing shall be conducted on a manhole to manhole basis and shall be done after the line has been completely flushed out with water. The Contractor will be required, at the Contractor's expense, to locate and repair any sections failing to pass the test and to retest the section.

271.4.04 Cleaning Prior to Test - Prior to the internal pressure testing and inspection of the system by the Engineer, the Contractor shall flush and clean all parts of the system. The Contractor shall remove all accumulated construction debris, rocks, gravel, sand, silt and other foreign material from the system at or near the closest downstream manhole. If necessary, the Contractor shall use mechanical rodding or bucketing equipment. Upon the Engineer's inspection of the system, if any foreign matter is still present, the Sections and portions of the system shall be reflushed and cleaned as required.

271.4.05 Television Inspection of Sanitary Sewers - Upon completion of all sewer construction, testing and repairs, the Contractor shall conduct a color or black & white TV acceptance inspection of all installed lines 6 inches to 72 inches. Unless otherwise directed, the Contractor shall conduct a subsequent warranty TV

inspection of all installed lines. Warranty TV inspections shall be in color and shall be conducted during the warranty period in a season of high ground water conditions as defined by the Engineer. The acceptance inspection and the warranty inspection shall be conducted by an approved technical service that is equipped to make audio-visual tape recordings of the televised inspections.

The audio-visual recordings shall be compatible with the Owner's playback equipment. The Contractor shall ensure that recording equipment is functioning properly and that a clear and usable record is made of all possible defects. The equipment used for recording shall be equipped with a footage meter that records a visual record on the tape. A voice accounting of suspected deficiencies shall be made on the sound track.

A written report shall be made at the time of each television inspection. This report shall be made on a form approved by the Engineer. The video record and the written report of the acceptance inspection and the warranty inspection shall be submitted to the Engineer and will become the property of the Owner. The audio and visual reports of the acceptance inspection and the warranty inspection shall include identification of individual groundwater infiltration sources such as sewer laterals, building sewer connection and construction defects.

271.4.06 Requirements Prior to Tests:

271.4.06A General - All gravity systems and appurtenances shall successfully pass an air test prior to acceptance and shall be free of visible leakage, using either method of testing. Manholes shall be tested as specified in Subsection 270.4. All details of testing procedure shall be subject to approval of the Engineer.

271.4.06B Plugging of Tees, Wyes, Stubs and Service Connections - The Contractor shall plug all wyes, tees, stubs and service connections with gasketed caps or plugs securely fastened or blocked to withstand the internal test pressure. Such plugs or caps shall be removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension

271.4.06C Testing Equipment and Procedure - The Contractor shall furnish all necessary testing equipment and perform the tests in a manner satisfactory to the Engineer. Any arrangement of testing equipment which will provide observable and accurate measurements of either air or water leakage under the specified conditions will be permitted. Gauges for air testing shall be calibrated with a standardized test gauge provided by the Engineer at the start of each testing day. The calibration shall be witnessed by the Engineer.

271.4.06D Time of Test - The Contractor shall test the system during the normal work day, scheduling the plugging, capping and other preparatory work so as to conduct the test during daylight hours.

271.5 MEASUREMENT AND PAYMENT:

271.5.01 Service Lateral Reconnections - Measurement and payment for connection between the new sewer service and the existing sewer service lateral or main will be made on a per each basis, at Engineer's direction. Payment shall constitute full compensation for all pipe, tee, fittings, caps, plugs, tracer wire, temporary bypass pumping, excavation, bedding, initial backfill and trench backfill.

END OF SECTION 271

END OF DIVISION 02

DIVISION THREE – CONCRETE

SECTION 310 – CONCRETE FORMWORK

310.1 DESCRIPTION:

This item includes all work necessary to do all of the concrete formwork required to complete this project. Concrete formwork engineering, design and construction shall be the responsibility of the Contractor.

310.2 MATERIALS:

310.2.01 General - Concrete formwork shall conform to ACI 347-68 unless otherwise noted. The Contractor shall be responsible for adequate strength and safety of all formwork including false work, bracing and shoring.

310.2.02 Plywood forms shall be DFPA exterior "Plyform", or approved, Class I or Class II as required by concrete placement rate.

310.2.03 Form ties shall be plastic cone type, Burke, Bowman, Richmond, Dayton, JEF, or approved equal.

310.2.04 Form coating shall be stainless, non-grain raising, form sealer, Madden "N", or approved equal.

310.3 CONSTRUCTION:

310.3.01 General - Forms shall be constructed to the required lines, grades, dimensions and surfaces, all according to ACI 347-68.

310.3.02 Embedded items such as sleeves, inserts, anchors, conduits, etc. shall be properly located and placed. All embedded items required by other trades shall be coordinated with those trades.

310.3.03 Form Removal - The Contractor shall not remove formwork until concrete has sufficient strength to permit safe removal and adequate support of its own weight and imposed loads.

END OF SECTION 310

SECTION 320 – CONCRETE REINFORCEMENT

320.1 DESCRIPTION:

This item includes all work necessary for the furnishing and placement of all materials for the reinforcing steel work for all concrete as shown on the plans.

320.2 MATERIALS:

320.2.01 Reinforcing bars shall be deformed as defined in ASTM specifications. All reinforcing bars shall be Grade 40, ASTM A615. Metal reinforcement at the time concrete is placed shall be free from mud, oil, loose mill scale, loose rust, or other coatings that adversely affect bonding capacity in the opinion of the Engineer.

320.3 INSTALLATION:

320.3.01 General - All requirements of concrete reinforcement not covered in these specifications or on the plans shall be in accordance with "Manual of Standard Practice", as published by the Concrete Reinforcing Steel Institute (CRSI). All hooks shall conform to bend dimensions defined as "Standard Hooks" in "Manual of Standard Practice", as published by CRSI. Reinforcing bars shall not be bent or straightened in a manner that will injure the material.

320.3.02 Placing - Reinforcing bars shall be accurately placed and shall be firmly and securely held in position by wiring at intersections with black annealed No. 16 gage wire and by using precast mortar blocks or metal chairs, spacers, metal hangers, supporting wires and other approved devices of sufficient strength to resist crushing under full load. Metal supports which extend to the surface of the concrete, except where shown on the plans, and wooden supports shall not be used. Placing bars on layers of fresh concrete as the work progresses and adjusting bars during this placing of concrete will not be permitted. Clearance between reinforcement and embedded pipe, etc., shall not be less than 12 times the maximum aggregate size. Minimum lap splices shall be 12 inches.

END OF SECTION 320

SECTION 330 – CAST-IN-PLACE CONCRETE

330.1 DESCRIPTION:

This item includes the furnishing of all labor, materials and tools necessary to do all the plain and reinforced concrete work, including finishing as shown on the plans.

330.2 MATERIALS:

330.2.01 Concrete shall be 6-sack transit-mixed concrete in accordance with ASTM C94. In no case will the use of concrete be permitted which has been mixed with water for more than 90 minutes prior to placing. Water content shall be controlled such that maximum slump by standard slump cone test, ASTM C143, shall not exceed 3 ½ inches.

330.3 CONSTRUCTION:

330.3.01 Placing - Concrete shall be placed in such a manner as to prevent segregation. Concrete shall be consolidated to the maximum practicable density, free from pockets of coarse aggregate and entrapped air, and closed snugly against all surfaces of forms and embedded materials. Consolidation of concrete in structures shall be by electric or pneumatic drive, immersion-type vibrators. Consolidation of all other concrete shall be by vibration, hand spading, rodding, or tamping. Mechanical vibration shall not be used to transport concrete.

330.3.02 Finishing of Slabs - After the concrete has been placed, consolidated, struck off, and leveled, the concrete shall not be worked further until ready for floating. Floating shall begin when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the operation. All high and low spots shall be leveled during this operation to produce a true plane surface within 3 inch in 10 feet, as determined by a 10 foot straightedge placed anywhere on the surface. Immediately after the concrete has received a float finish, it shall be given a coarse transverse scored texture by drawing a broom or burlap belt across the surface.

330.3.03 Form tie holes and minor defects which are exposed to final view shall be filled with patching mortar mixed as dry as feasible, packed solid, and neatly finished to match adjoining surfaces.

330.3.04 Curing - Concrete shall be protected from premature drying, freezing, wash by drainage rains, snow, vandalism, and from traffic and mechanical injury. Formed concrete surfaces shall be cured by leaving the forms in place for at least 7 days after placing. Steel plates shall be furnished for protection as requested by the engineer. Flat concrete surfaces shall be water cured by spraying lightly with water as soon as the concrete has hardened enough to prevent damage from spraying, then covered completely with a plastic waterproof membrane. A curing compound approved by the Engineer and applied in accordance with manufacturer's instructions may be used in lieu of water curing. Precast concrete slabs shall not be moved for at least 28 days after casting.

330.3.05 Finishing of Walls – Minor defects on exposed vertical surfaces shall be repaired with patching mortar containing one-part Portland Cement and two parts sand. Patching mortar shall be mixed as dry as feasible, packed solid, and neatly finished to match adjoining surfaces. Plastering will not be permitted on exposed surfaces. Honeycombed and other structurally defective concrete shall be removed and replaced at no expense to the Owner. While the concrete is still green, the exposed surfaces shall be broom finished as required to provide a uniform texture and smooth surface.

330.4 QUALITY ASSURANCE:

330.4.01 Inspection of formwork and reinforcement by the Engineer will be required prior to concrete placing. The Contractor shall notify the Engineer 24 hours before each expected concrete pour.

END OF SECTION 320

SECTION 360 – GROUT

360.1 DESCRIPTION:

This item includes the furnishing of all labor, materials and tools necessary to perform all grouting and drypacking as shown on the plans.

360.2 MATERIALS:

360.2.01 Grout shall consist by volume of one part Portland cement and two parts of sand passing No. 16 U.S. standard sieve, of aluminum powder or other approved admixture which prevents settlement & shrinkage, and of water. For drypack only enough water shall be used to produce a mix that is at the point of becoming rubbery when solidly packed.

360.3 INSTALLATION:

360.3.01 Concrete areas to be in contact with the grout shall be cleaned of all loose or foreign matter that would in any way prevent bond between the mortar and the concrete surface and shall be kept thoroughly saturated with water prior to placing the grout. The grout shall be tightly packed in place and fill all the voids intended to be grouted or packed. After placing, all exposed surfaces of the grout shall be kept covered with a heavy thickness of burlap saturated with water for a period of three days, or shall be improperly cured or otherwise defective grout shall be removed and replaced.

END OF SECTION 360

SECTION 361 – NON-SHRINK GROUT

361.1 DESCRIPTION:

This item includes the furnishing of all labor, materials and tools necessary to perform all grouting and drypacking as shown on the plans.

361.2 MATERIALS:

361.2.01A Non-Shrink grout shall be Sika 212, Euco N-S, Five-Star, or approved equal non-metallic cementitious commercial grout exhibiting zero shrinkage per ASTM C-827 and CRD-C-621. Grout shall not be amended with cement or sand and shall not be reconditioned with water after initial mixing. Unused grout shall be discarded after 20 minutes and shall not be used. Non-shrink grouts shall be placed or packed only with the use of an approved commercial concrete bonding agent applied to all cured concrete surfaces being grouted. The bonding agent shall be compatible with the brand of grout being used. Water shall not be used as a substitute for the commercial bonding agent.

361.3 INSTALLATION:

361.3.01 Concrete areas to be in contact with the grout shall be cleaned of all loose or foreign matter that would in any way prevent bond between the mortar and the concrete surface and shall be kept thoroughly saturated with water prior to placing the grout. The grout shall be tightly packed in place and fill all the voids intended to be grouted or packed. After placing, all exposed surfaces of the grout shall be kept covered with a heavy thickness of burlap saturated with water for a period of three days, or shall be improperly cured or otherwise defective grout shall be removed and replaced.

END OF SECTION 361

END OF DIVISION 03

END OF TECHNICAL SPECIFICATIONS DOCUMENTS

CITY OF WARRENTON

SE ANCHOR (HARBOR - SE 3RD ST)

WATERLINE REPLACEMENT

WARRENTON, OREGON

CITY PROJECT #620085, FUNDING SOURCE 029-430

GENERAL NOTES

- ATTENTION CONTRACTORS: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1897 OR 1-800-332-2344). AT LEAST TWO (2) BUSINESS DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OREGON UTILITY NOTIFICATION CENTER OF THE DATE AND LOCATION OF THE PROPOSED CONSTRUCTION, AND THE TYPE OF WORK TO BE PERFORMED.
 - ALL EXISTING FACILITIES TO BE MAINTAINED IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER THAN ORIGINAL CONDITION AND TO THE SATISFACTION OF THE ENGINEER.
 - IN ACCORDANCE WITH O.R.S.290.140, IF THE CONTRACTOR FINDS IT NECESSARY TO INTERFERE WITH OR PAVE OVER ANY ESTABLISHED PUBLIC LAND SURVEY CORNER OR ITS ACCESSORIES, WITHIN THE PROJECT LIMITS, THE CONTRACTOR SHALL NOTIFY THE COUNTY SURVEYOR PRIOR TO DOING SO.
 - IN ACCORDANCE WITH O.R.S.290.150, CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL SURVEY MONUMENTS DISTURBED OR DESTROYED DURING CONSTRUCTION. REPLACING THE SURVEY MONUMENTS SHALL BE DONE BY A REGISTERED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
 - EXISTING UTILITY LOCATIONS SHOWN (PLAN & PROFILE) ARE APPROXIMATE ONLY. NO PREDESIGN POTHOLES WAS DONE TO ESTABLISH THESE LOCATIONS. CONTACT UTILITY COMPANIES FOR PREMARKING. CONTRACTOR TO POTHOLE EXISTING UTILITIES AT CONNECTION & CROSSING LOCATIONS TO VERIFY DEPTH, LOCATION & TYPE OF EXISTING WATER MAIN, SEWER MAIN & STORM MAIN PRIOR TO ORDERING CONNECTION MATERIALS. NOTIFY ENGINEER IMMEDIATELY IF EXISTING CONDITIONS VARY FROM THAT SHOWN. NOTIFY ENGINEER 24 HOURS PRIOR TO POTHOLING.
 - CONTRACTOR SHALL VERIFY ALL CONDITIONS ON THE JOB SITE INCLUDING ALL DIMENSIONS, GRADES, ELEVATIONS, EXTENT AND COMPATIBILITY TO THE EXISTING SITE CONDITIONS, AND WITH THE WORK DESCRIBED ON THE CONTRACT DRAWINGS. ANY DISCREPANCIES OR UNEXPLAINED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. CONTRACTOR SHALL NOT PROCEED WITH ANY OF THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO, THEN IT IS UNDERSTOOD THAT HE SHALL BE PROCEEDING AT HIS OWN RISK AND INCUR ALL COST, IF ANY, TO RESOLVE THE ISSUE TO THE SATISFACTION OF THE ENGINEER.
 - TECHNICAL SPECIFICATIONS FOR CONSTRUCTION ARE TO FOLLOW THE CONTRACT SPECIFICATIONS AND THE MOST CURRENT EDITION OF THE IBC, UPC, OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION (ODOT/APWA) SHALL BE REFERENCED WHERE CONTRACT SPECIFICATIONS DO NOT ADDRESS A SPECIFIC ITEM. SEE SPECIFICATIONS FOR CONSTRUCTION METHODS AND OTHER NOTES PERTINENT TO THIS PROJECT.
 - UPON COMPLETION OF CONSTRUCTION OF THE PROJECT, CONTRACTOR TO SUBMIT RECORD DRAWINGS TO THE ENGINEER OR CITY. THE PROJECT SHALL NOT BE CONSIDERED COMPLETE UNTIL RECORD DRAWINGS ARE ACCEPTED BY CITY.
 - CONTRACTOR MAY ENCOUNTER HIGH GROUND-WATER TABLE AT SITE LOCATION. HIGH GROUND-WATER IN COMBINATION WITH BEACH SAND SUBGRADE WILL CAUSE A "QUICK" EFFECT, WHICH WILL RESULT IN THE DESTABILIZATION OF ADJACENT SOILS, UTILITIES AND STRUCTURES. CONTRACTOR SHALL ANTICIPATE AND COORDINATE ANY AND ALL DEWATERING TECHNIQUES NECESSARY AND/OR REQUIRED TO COMPLETE PROJECT AS SPECIFIED IN THE TECHNICAL SPECIFICATIONS. CONTRACTOR SHALL BEAR ALL COSTS PERTAINING TO DEWATERING EFFORTS.
- ROADWORK/SITENWORK**
- CONTRACTOR SHALL RESTORE ALL SURFACES TO MATCH EXISTING AND ADJACENT GRADES.
 - ALL DESIGN ELEVATIONS SHOWN SHALL BE CONSIDERED TO BE FINISH SURFACE ELEVATIONS UNLESS OTHERWISE NOTED. ALL SURFACES SHALL BE GRADED SMOOTH AND FREE OF IRREGULARITIES THAT COULD ACCUMULATE SURFACE WATER. REPLACEMENT OF THE STREET MARKINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - THE CONTRACTOR SHALL HAVE A SUFFICIENT NUMBER OF COMPACTION TESTS PERFORMED TO MEET SPECIFICATION REQUIREMENTS AT THE CONTRACTOR'S EXPENSE. TESTS SHALL BE PERFORMED BY A QUALIFIED TESTING AGENCY AND WRITTEN RESULTS SHALL BE PROVIDED TO THE APPROPRIATE AGENCY. SHOULD COMPACTION REQUIREMENTS NOT BE MET, CONTRACTOR SHALL RECOMPACT AND PAY ALL ADDITIONAL TESTING COSTS RELATED TO THE RECOMPACTION.
- SIGNAGE**
- CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, TRAFFIC CONES PER ODOT & MUTCD REQUIREMENTS. ACCESS TO EXISTING DRIVEWAYS AND BUSINESSES TO BE MAINTAINED AT ALL TIMES. CONTRACTOR SHALL REPLACE ALL SIGNS REMOVED DURING CONSTRUCTION. CITY TO APPROVE INSTALLATION.
- WATER**
- ALL WATER PIPE CONSTRUCTION AND APPURTENANCES SHALL BE NSF-61 LISTED AND APPROVED.
 - INSPECTION BY ENGINEER OR CITY REPRESENTATIVE OF WATER SYSTEMS PRIOR TO BACKFILL SHALL BE REQUIRED.
 - CONTRACTOR TO COORDINATE PLACEMENT OF WATER SERVICE METER WITH CITY PUBLIC WORKS.
 - WATERLINE FITTINGS MUST BE FULLY RESTRAINED BY THRUST BLOCKS AND APPROVED RESTRAINT SYSTEM UNLESS SPECIFICALLY OTHERWISE INDICATED IN THESE DOCUMENTS.
 - CONNECTION OF NEW WATER SERVICE TO EXISTING MAIN SHALL BE COORDINATED WITH CITY STAFF. ALL WATER MAIN VALVES SHALL ONLY BE OPERATED BY CITY PERSONNEL. NO EXCEPTIONS UNLESS AUTHORIZED IN WRITING BY CITY.
 - POTHOLE EXISTING WATER PIPES FOR CONNECTION OF NEW WATER SYSTEM. ALL INVERT ELEVATIONS, PIPE SIZES AND MATERIALS ARE TO BE MEASURED BY CONTRACTOR PRIOR TO ORDERING ANY MATERIALS FOR THE WATER SYSTEM.
- DEMOLITION**
- CONTRACTOR TO DEVELOP A CONSTRUCTION PHASING PLAN AND PROVIDE IT TO THE CITY AND ENGINEER PRIOR TO BEGINNING CONSTRUCTION. PLAN SHALL INDICATE STAGES OF DEMOLITION AND DURATION OF OUTAGES. ALL OUTAGES ARE TO BE KEPT TO A MINIMUM.
- TRAFFIC CONTROL**
- THE CONTRACTOR SHALL DEVELOP AND SUBMIT A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL INCLUDE SIGNAGE AS NECESSARY TO INFORM TRAFFIC OF ANY CLOSURE AND PROPER ROUTING. THE CONTRACTOR SHALL FURNISH AND PLACE TRAFFIC CONTROL, BARRICADES AND SIGNS ACCORDING TO THE MUTCD AND ODOT SPECIFICATIONS IN ORDER TO ALLOW THE PUBLIC REASONABLE ACCESS TO BUSINESSES AND RESIDENTIAL PARKING. THE CONTRACTOR SHALL USE CONES, DELINEATORS, DETOUR SIGNS AND BARRICADES TO KEEP VEHICULAR AND PEDESTRIAN TRAFFIC OUT OF THE IMMEDIATE CONSTRUCTION ZONE OF THE CONTRACTOR. ALL SIGNS AND BARRICADES MUST BE APPROVED BY THE CITY OF WARRENTON AND THE ENGINEER PRIOR TO ORDERING.

LEGEND

<p>EXISTING</p> <p>--- 30 --- MAJOR CONTOURS 5' INTERVAL</p> <p>--- 29 --- MINOR CONTOURS 1' INTERVAL</p> <p>--- W --- WATER LINE</p> <p>--- W --- WATER VALVE</p> <p>--- W --- WATER METER</p> <p>--- F --- FIRE HYDRANT</p> <p>--- X --- FENCE</p> <p>--- G --- GAS LINE</p> <p>--- P --- SIGN</p> <p>--- COM --- UNDERGROUND POWER</p> <p>--- COM --- UNDERGROUND COMMUNICATIONS</p> <p>--- / / / --- EDGE OF PAVEMENT</p>	<p>PROPOSED</p> <p>--- PROPOSED WATER LINE</p> <p>--- PROPOSED WATER VALVE</p> <p>--- PROPOSED FIRE HYDRANT</p> <p>--- ASPHALT SAWCUT</p> <p>--- ASPHALT RESTORATION</p>
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SHEET INDEX

SHEET	DESCRIPTION
1	COVER SHEET & GENERAL INFORMATION
2	PLAN & PROFILE - STA: 1+00 TO 3+00
3	PLAN & PROFILE - STA: 3+00 TO 7+70
4	WATER CONSTRUCTION DETAILS
5	WATER CONSTRUCTION DETAILS

EXISTING UTILITIES

UTILITY LOCATES SHOWN ON THIS MAP ARE BASED ON ABOVE GROUND STRUCTURES AND SURFACE LOCATES AT THE TIME THE FIELD WORK WAS COMPLETED. THE COMPANIES THAT PLACE THE PAINT MARKS DO NOT GUARANTEE THEIR SURFACE LOCATES TO BE FREE OF ERRORS AND OMISSIONS THEREFORE OTAK RESERVES THE SAME LIMITATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUESTING, UPDATING AND PROTECTING THE LOCATION OF ALL UNDERGROUND UTILITIES.

UTILITY PROVIDERS

ELECTRICITY
 PACIFIC POWER
 ATTN: MARILYN BROCKEY
 2340 SE DOLPHIN
 WARRENTON, OR 97146
 503-861-6005
 503-861-6020 (FAX)

CABLE TELEVISION
 CHARTER COMMUNICATIONS
 ATTN: RICH MOCAIN
 419 GATEWAY
 ASTORIA, OR 97103
 503-735-5887
 503-235-7421 (FAX)

GAS
 NORTHWEST NATURAL GAS
 ATTN: TERESA ACCIARDI
 176 W. MARINE DR.
 ASTORIA, OR 97103
 503-325-1632 EXT. 8430
 503-325-4353 (FAX)

PROJECT TEAM

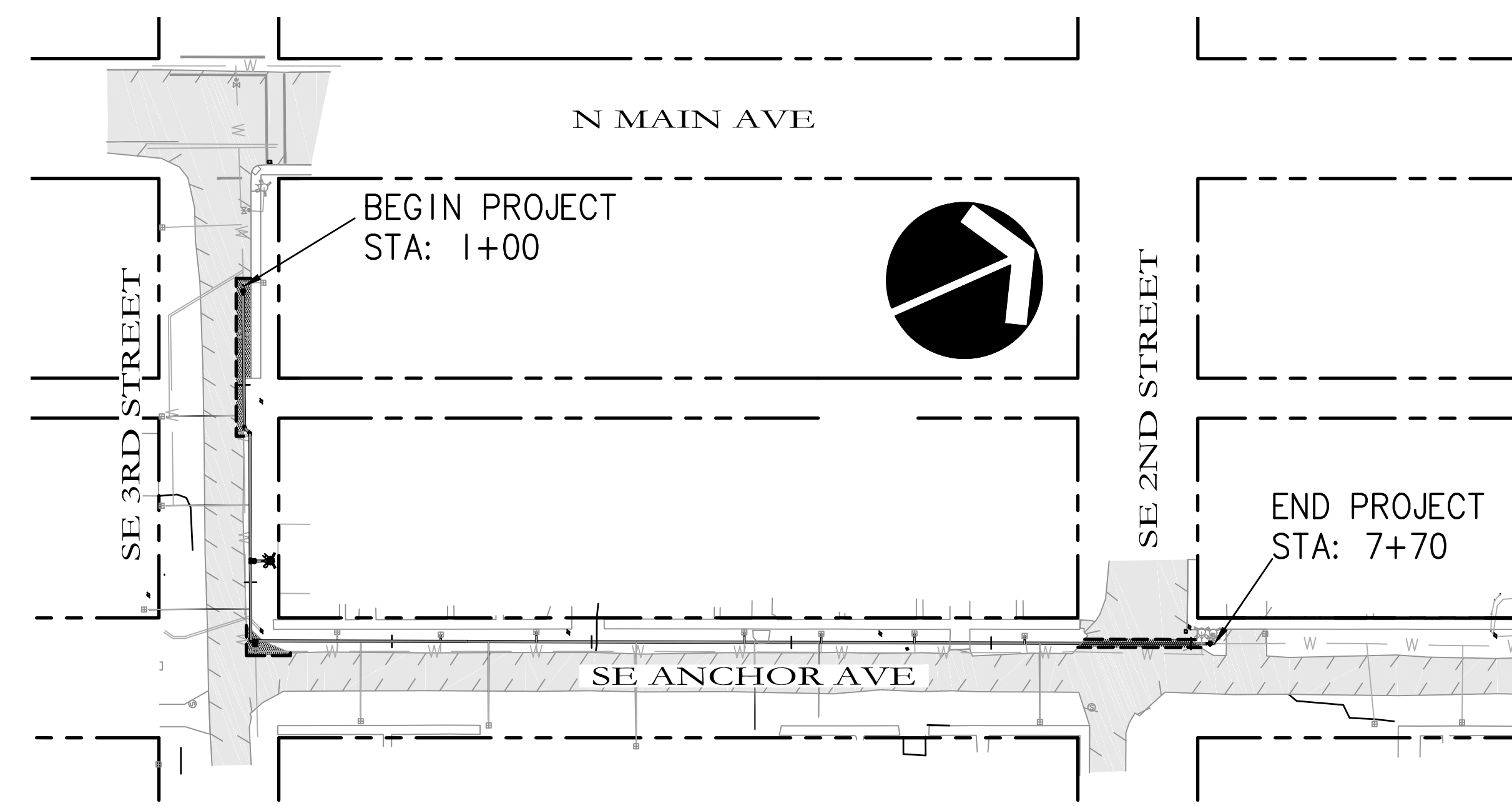
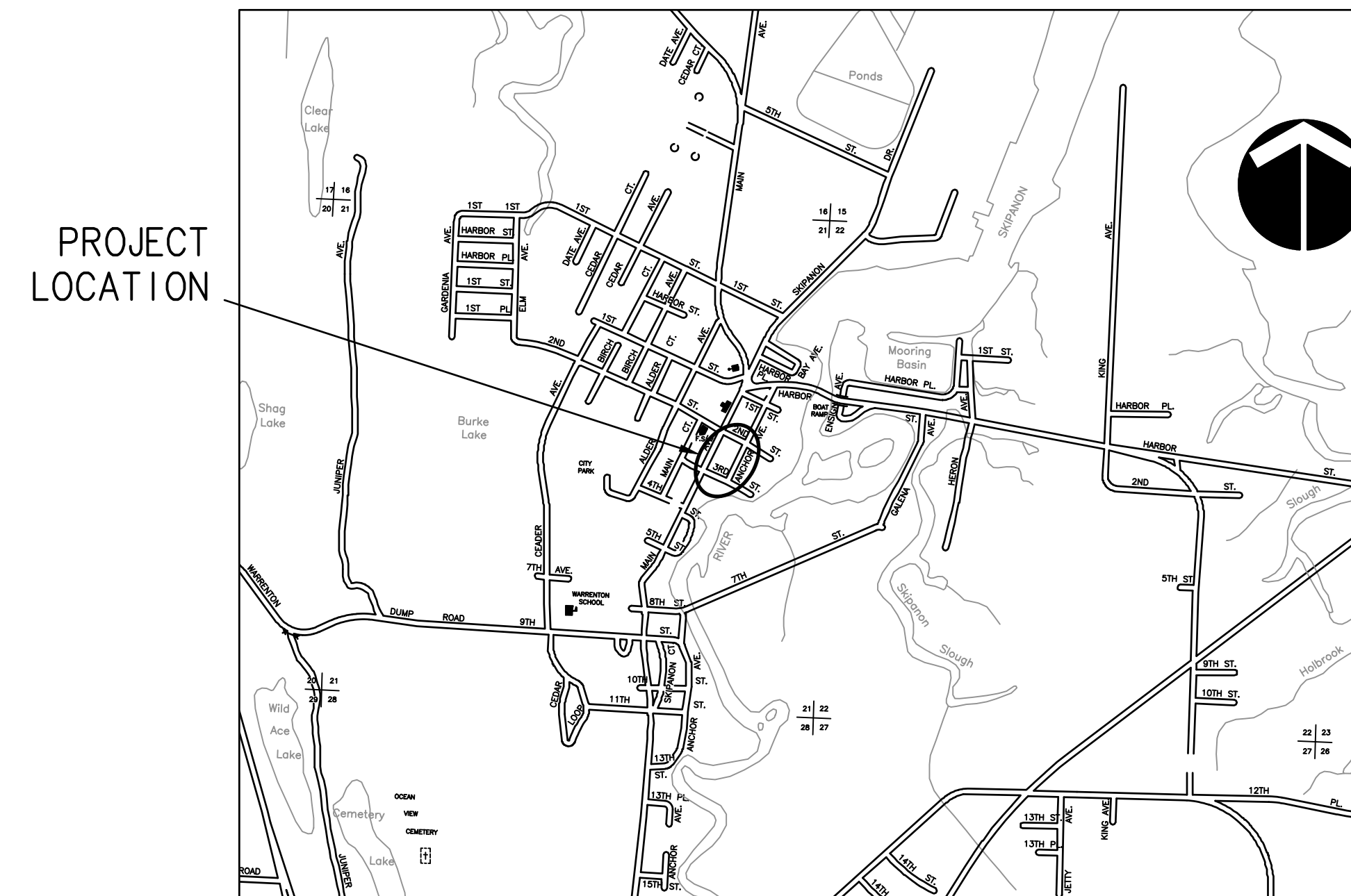
ENGINEER
 OTAK, INC.
 ATTN: KYLE AYERS, P.E.
 808 SW THIRD AVE., SUITE 300
 PORTLAND, OR 97204
 (503) 287-6825
 (503) 415-2304 (FAX)

TELEPHONE
 CENTURYLINK
 ATTN: MIKE MEISNER
 481 INDUSTRY
 ASTORIA, OR 97103
 503-242-7676
 503-242-8449 (FAX)

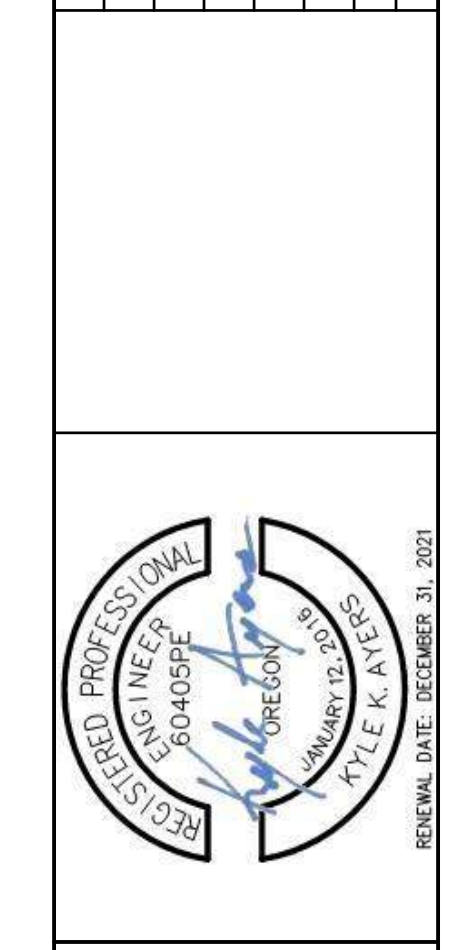
ONE CALL CENTER
 1-800-332-2344 OR 811

WATER, STORM, ROADS
 CITY OF WARRENTON
 ATTN: RICHARD STELZIG, P.E.
 PUBLIC WORKS DIRECTOR
 225 S. MAIN
 P.O. BOX 250
 WARRENTON, OR 97146
 503-861-0917

OWNER
 CITY OF WARRENTON
 ATTN: RICHARD STELZIG, P.E.
 PUBLIC WORKS DIRECTOR
 225 S. MAIN
 P.O. BOX 250
 WARRENTON, OR 97146
 503-861-0917



NO.	DATE	BY	REVISION COMMENTS

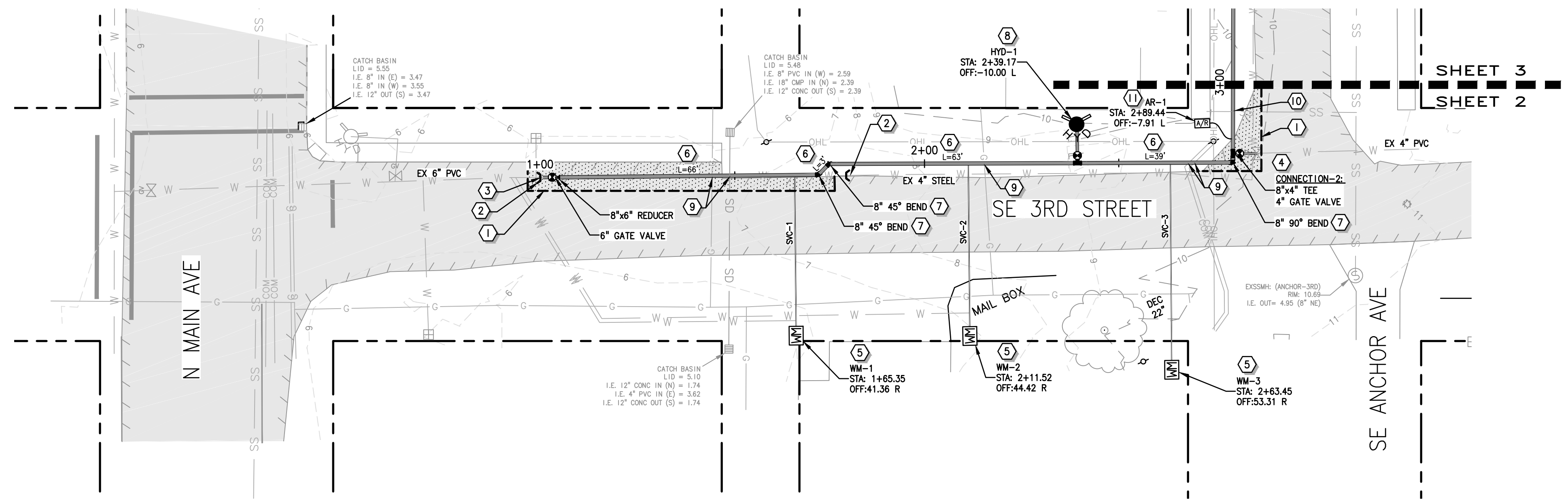
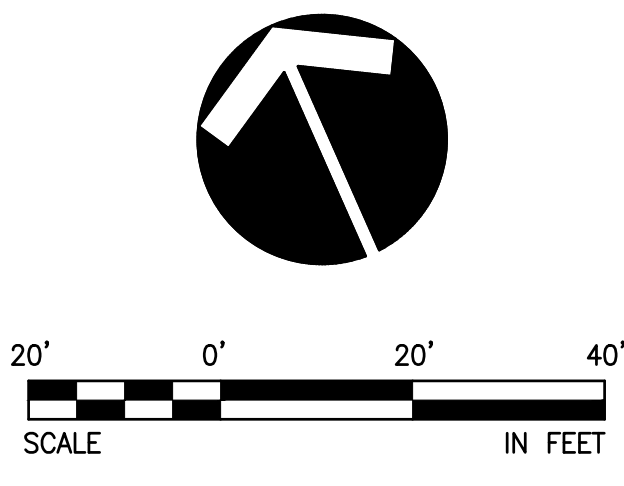


CITY OF WARRENTON
 WATERLINE REPLACEMENT PROJECT
 SE ANCHOR (HARBOR - SE 3RD ST)
 COVER SHEET & GENERAL INFORMATION
 CITY OF WARRENTON, CLATSOP COUNTY, OR

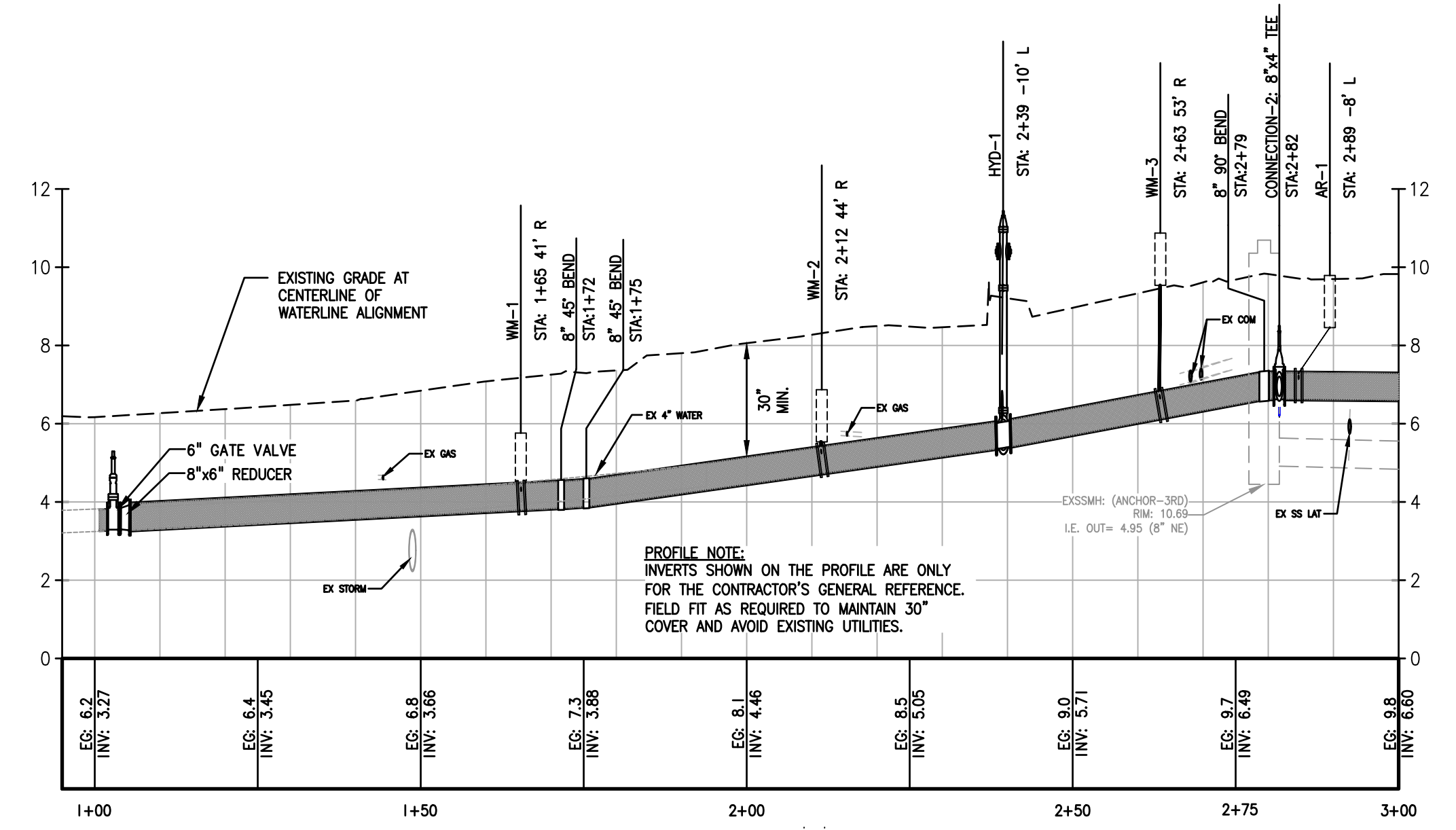
Otak
 808 SW Third Ave., Suite 300
 Portland, OR 97204
 Phone: 503.287.6825
 Fax: 503.415.2304
 Internet: www.otak.com

19383 C19383B232.DWG
 Project No. Drawing No.
 1
 Sheet No.
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WATER LINE PLAN – STA: 1+00 TO 3+00
SCALE: 1" = 20'



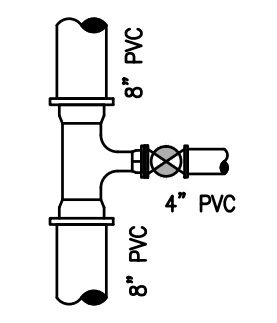
WATER LINE PROFILE – STA: 1+00 TO 3+00
SCALE: HOR. 1" = 20'
VERT. 1" = 5'

WATER NOTES

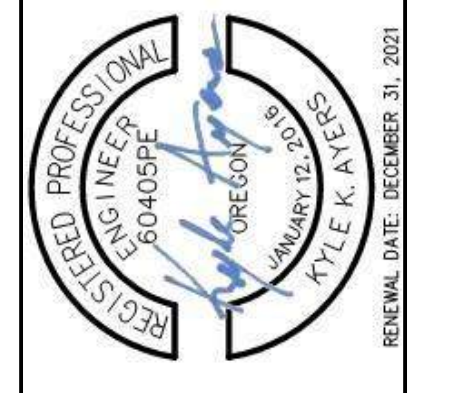
- ① SAWCUT EXISTING ASPHALT. SURFACE RESTORATION SHALL MATCH EXISTING MATERIALS. CONTRACTOR SHALL RESTORE SURFACES TO EXISTING CONDITION OR BETTER.
- ② CUT, CAP AND TEMPORARILY THRUST BLOCK EXISTING 4" WATER MAIN AT STA: 1+00 AND 1+80. DEMO EXISTING WATER MAIN STA: 1+00 TO 1+80. NEW WATER MAIN TO BE INSTALLED IN EXISTING WATER MAIN LOCATION.
- ③ CONNECTION-1: CONNECT TO EXISTING WATER MAIN. CONTRACTOR SHALL POTHOLE EXISTING LINE AND REPORT FINDINGS TO ENGINEER. CONNECT TO EXISTING LINE WITH 6" HARD SLEEVE COUPLER, 6" GATE VALVE AND 8"x6" REDUCER. JOINT RESTRAINTS SHALL BE PLACED ON ALL JOINTS WITHIN 15' OF THE CONNECTION IF EXPOSED. CONSTRUCT 3/4" CHLORINATION TAP APPROXIMATELY 3' EAST OF CONNECTION POINT. CHLORINATION PORT SHALL BE PLUGGED BY THE CONTRACTOR AS SPECIFIED BY THE CITY PW UPON COMPLETION & ACCEPTANCE OF ALL REQUIRED TESTING.
- ④ CONNECTION-2: CONSTRUCT 8"x4" TEE & 4" GATE VALVE AS PER DETAIL 1, THIS SHEET & DETAIL 3, SHEET 4.
- ⑤ CONSTRUCT NEW 3/4" MUNICIPAL SERVICE LINE AS PER DETAIL 2, SHEET 4. NEW WATER SERVICES INSTALLATION SHALL BE TRENCHLESS UTILIZING A LINE SPLITTER OR APPROVED EQUAL METHOD. IF TRENCHLESS CONSTRUCTION IS NOT OPTIMAL, NEW SERVICE SHALL BE OPEN TRENCHED. IF EXISTING SERVICE LINE IS IN ACCEPTABLE CONDITION AND IS APPROVED BY THE CITY PW, CONNECT NEW SERVICE LINE TO EXISTING LINE USING APPROVED COUPLER.
- ⑥ CONSTRUCT PVC C-900, DR-18 WATER MAIN AS PER TRENCH DETAIL 1, SHEET 4. SIZE AS SPECIFIED IN PLAN & PROFILE VIEW.
- ⑦ CONSTRUCT D.I. BEND AS SPECIFIED IN PLAN VIEW WITH MECHANICAL RESTRAINT AND THRUST BLOCKING. CIP THRUST BLOCKS SHALL BE CONSTRUCTED AS PER DETAIL 5, SHEET 4.
- ⑧ CONSTRUCT NEW FIRE HYDRANT ASSEMBLY AS PER DETAIL 4, SHEET 4.
- ⑨ UTILITY CROSSING. WATER SHALL PASS OVER/UNDER EXISTING UTILITY LINE WITH 12" OPTIMAL, 6" MIN. CLEARANCE. CONTRACTOR SHALL POTHOLE CROSSING 24HR PRIOR TO CONSTRUCTION OF CROSSING TO DETERMINE APPROPRIATE TRENCH DEPTH AS SPECIFIED BY THE ENGINEER. SEE CONSTRUCTION NOTES FOR FURTHER DETAIL.
- ⑩ SEWER LATERAL CROSSING. VERIFY 18" SEPARATION BETWEEN WATER AND SEWER. WATER SHALL PASS OVER EXISTING SEWER LATERAL. CONTRACTOR SHALL POTHOLE CROSSING 24HR PRIOR TO CONSTRUCTION OF CROSSING TO DETERMINE APPROPRIATE TRENCH DEPTH AS SPECIFIED BY THE ENGINEER. IF ADEQUATE SEPARATION NOT POSSIBLE, ENCAPSULATE SEWER LATERAL WITH CDF AS PER DETAIL 6, SHEET 4.
- ⑪ CONSTRUCT NEW AIR RELEASE VALVE AS PER DETAIL 1, SHEET 5.

CONSTRUCTION NOTES

1. NO POWER, GAS, COMMUNICATIONS OR TELEPHONE UTILITIES SHALL BE DEMOLISHED AS PART OF THIS PROJECT. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTION TO STABILIZE AND PROTECT EXISTING PIPES, WIRES, POLES, PEDESTALS WHEN WORKING NEAR EXISTING UTILITIES. CONTRACTOR SHALL NOTIFY ENGINEER AND UTILITY AGENCY IF CONFLICT IS ENCOUNTERED. CONTRACTOR SHALL COORDINATE WITH UTILITY AGENCY AND BEAR ALL COSTS ASSOCIATED WITH UTILITY STABILIZATION
2. WATER SEQUENCING PLAN SHALL BE PROVIDED BY CONTRACTOR PRIOR TO ANY WATER LINE DEMOLITION. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO ANY SERVICE INTERRUPTIONS.
3. EXISTING UNDERGROUND UTILITIES SHALL BE SUPPORTED, SECURED AND MAINTAINED AS NECESSARY TO ALLOW INSTALLATION OF NEW WATER MAIN. CONTRACTOR SHALL POTHOLE ALL UTILITY CROSSINGS, EXISTING UTILITY LOCATIONS AND DEPTHS MIN. 24 HRS IN ADVANCE OF CONSTRUCTION, TYP. (SUBSURFACE EXPLORATION) DIG WITH EXTREME CAUTION.
4. CONTRACTOR SHALL HAND DIG AROUND TREE ROOT SYSTEMS OR SHRUBBERY TO PROTECT REMAINING VEGETATION. CONTRACTOR SHALL ALSO HAND DIG AROUND EXISTING LANDSCAPING AND TAKE EVERY NECESSARY PRECAUTION TO PROTECT AND STABILIZE DURING CONSTRUCTION.



① **WATER TEE & VALVE DETAIL**
② NO SCALE



CITY OF WARRENTON
WATERLINE REPLACEMENT PROJECT
SE ANCHOR (HARBOR – SE 3RD ST)
PLAN & PROFILE – STA: 1+00 TO 3+00
CITY OF WARRENTON, CLATSOP COUNTY, OR



Y:\Shared\Projects\Ci of Warrenton\19383 - Anchor Water Main\40.0-CADD\40.3-Production\C19383B232.DWG Plotted: Nov 12, 2019 - 1:19pm By: kka

BID SET

SE ANCHOR (HARBOR - SE 3RD ST) WATERLINE PROJECT (#7151520)

Owner: City of Warrenton

Solicitor: Otak - Oregon Coast

09/15/2020 02:00 PM PDT

Line Item	Item Description	UofM	Quantity	Big River Construction Inc.		Advanced Excavation Inc	
				Unit Price	Extension	Unit Price	Extension
Base Bid					\$129,450.53		\$131,493.00
1	Mobilization, Traffic Control & Flagging (5%)	LS	1	\$6,450.00	\$6,450.00	\$15,100.00	\$15,100.00
2	Erosion Control & Stormwater Management	LS	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
3	Potholing (Per Plan & As Directed By Engineer)	EA	20	\$250.00	\$5,000.00	\$150.00	\$3,000.00
4	Asphalt Sawcut	LF	395	\$2.50	\$987.50	\$3.00	\$1,185.00
5	Asphalt Pavement & Concrete Demolition, includes wastehaul (In Place Quantities) [(4' x 1500')/9]	SY	112	\$8.00	\$896.00	\$9.50	\$1,064.00
6	Asbestos Pipe Demolition	LF	40	\$25.00	\$1,000.00	\$22.00	\$880.00
7	Over-Excavation & Base Stabilization, Including Excavation, Haul-Off, Fabric and Pit-Run Rock (As Directed - In Place, Compacted Quantities)	CY	10	\$67.00	\$670.00	\$56.00	\$560.00
8	3/4"-0" Aggregate Leveling Course (In Place, Compacted Quantities, as Directed by Engineer)	CY	60	\$60.00	\$3,600.00	\$51.00	\$3,060.00
9	CDF Backfill (As Directed By Engineer)	CY	20	\$250.00	\$5,000.00	\$125.00	\$2,500.00
10	Asphalt Paving 4" - 2,600 SF trench patching (650' x 4')	TON	68	\$180.00	\$12,240.00	\$288.00	\$19,584.00
11	12" White Striping, Thermoplastic	LF	24	\$24.00	\$576.00	\$30.00	\$720.00
12	Adjust Existing Surface Structures	EA	3	\$25.00	\$75.00	\$156.00	\$468.00
13	Raise/Lower Existing Franchise Utility to Allow For New Water & Storm Main Construction (Per Plan & As Directed By Engineer)	EA	3	\$0.01	\$0.03	\$400.00	\$1,200.00
14	Reconstruct 4" diam. ASTM D-3034 Sewer Service Lateral at New Grade If Conflict Exists (As Directed By Engineer)	EA	7	\$1,050.00	\$7,350.00	\$1,225.00	\$8,575.00
15	Water Service Assembly - New Complete Service, Service Line, fittings and Meter Box	EA	12	\$1,028.00	\$12,336.00	\$1,100.00	\$13,200.00
16	Water Service Assembly - Connect to Existing Service Line	EA	5	\$500.00	\$2,500.00	\$585.00	\$2,925.00
17	8" AWWA C-900 PVC DR18 Water Main Pipe Including Trench Excavation, Select Bedding/Backfill, Disinfection and Testing, per specifications)	LF	650	\$70.00	\$45,500.00	\$60.00	\$39,000.00
18	8" D.I. Bends - Various Angles - Including Vertical (Not Including Connection Bends)	EA	4	\$580.00	\$2,320.00	\$309.00	\$1,236.00
19	Air Release Assembly, Complete per plans	EA	1	\$1,500.00	\$1,500.00	\$1,486.00	\$1,486.00
20	Hydrant Assembly - Complete per plans	EA	1	\$5,200.00	\$5,200.00	\$5,500.00	\$5,500.00
21	Water Connection-1: (includes reducer, valve, connection fittings/bolt pkg - complete)	EA	1	\$4,250.00	\$4,250.00	\$3,300.00	\$3,300.00
22	Water Connection-2: (includes tee, valve, connection fittings/bolt pkg - complete)	EA	1	\$3,250.00	\$3,250.00	\$2,550.00	\$2,550.00
23	Water Connection-3: (includes reducer, valve, connection fittings/bolt pkg - complete)	EA	1	\$3,750.00	\$3,750.00	\$2,900.00	\$2,900.00
Base Bid Total:					\$129,450.53		\$131,493.00