



## **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING  
August 23, 2022 – 6:00 P.M.  
Warrenton City Commission Chambers – 225 South Main Avenue  
Warrenton, OR 97146

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Public Meetings will also be audio and video live streamed. Go to <https://www.ci.warrenton.or.us/administration/page/live-stream-public-meetings> for connection instructions.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 8.09.22
- B. Liquor License Application – Fishstix Seafood Market

Items on the Consent Calendar have previously been discussed and/or are considered routine. Approval of the Consent Calendar requires a motion, a second, and no discussion, unless requested by a member of the City Commission.

4. **COMMISSIONER REPORTS**

5. **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](mailto:cityrecorder@ci.warrenton.or.us), no later than 4:00 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.

6. **PUBLIC HEARINGS** – None

7. **BUSINESS ITEMS**

- A. Consideration of Lease Assignment – Skipanon Marine and RV/Coastal Auto Repair
- B. Consideration of Professional Services Contract – East Harbor Waterline Contract

C. Consideration of Iredale Culvert Replacement Project – Advertise to Bid

D. Consideration of Bid Award – 2022-2023 Pavement Management Project

8. **DISCUSSION ITEMS** – None

9. **GOOD OF THE ORDER**

10. **EXECUTIVE SESSION**

11. **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 9, 2022  
 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: Mark Baldwin, Mayor Henry Balensifer, Tom Dyer, and Gerald Poe

Commissioners Excused: Rick Newton

Staff Present: Interim City Manager/Police Chief Mathew Workman, Finance Director April Clark, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, City Attorney Ashley Driscoll (Zoom), and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 7.26.22
- B. City Commission Special Meeting Minutes – 7.29.22

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

**Baldwin – aye; Balensifer - aye; Dyer – aye; Poe – aye**

COMMISSIONER REPORTS

There were requests to add several items to the agenda: 8.B Letter to ODOT regarding the Enterprise and Pacific Drive crosswalk, 7.E City Manager Employment Agreement, and 7.F Delegation of Hiring Authority to the Interim City Manager. There were no objections.

PUBLIC COMMENT – None

PUBLIC HEARINGS – None

BUSINESS ITEMS

Interim City Manager/Police Chief Mathew Workman discussed police vehicles to be declared as surplus for auction: 2002 Chevrolet Tahoe, 2003 Ford Explorer, 2012 Dodge Charger, 2012 Dodge Charger, and a 2014 Dodge Charger. There is one more vehicle for scrap – a 2003 Ford Explorer that is in Public Works storage. Brief discussion followed. There was brief discussion

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about boats in the Marina going to auction. An update will be brought to the next meeting on requirements for surplus the boats.

**Commissioner Poe made the motion to declare the listed vehicles as surplus and disposed of according to current administrative policies – the 6 units listed on the revised agenda and read into the record of the extra ford explorer of 2003. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Poe – aye**

Chief Workman discussed the leased property at Skipanon Marine and RV. Owner, Jan Kelly wants to sell her building on the city property. The current lease amount is lower than what was recently recommended based upon the value. He also noted the parcel used for parking behind the business and the previous City Manager’s recommendation. After brief discussion, there was consensus to table the discussion until legal counsel joined the meeting.

Mayor Balensifer reviewed a grant request from Spruce Up Warrenton. This will leave \$1,000 remaining to fund any other event requests. Discussion followed.

**Commissioner Dyer made the motion to grant \$20,000 to Spruce Up Warrenton for community events and expenses. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Poe – aye**

Discussion continued on how to allocate the remaining \$1,000. There was consensus to allocate the remaining \$1,000 to Spruce Up Warrenton for the Thanksgiving community dinner.

Chief Workman presented the updated City of Warrenton Employee Handbook. The City’s Personnel Policies have not been updated since 1997.

**Commissioner Dyer made the motion to adopt the 2022 City of Warrenton Employee Handbook, presented August 2022. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Poe – aye**

Mayor Balensifer discussed the City Manager employment agreement with Esther Moberg. Negotiations were quick and pleasant. There was no opposition to her remaining outside of town, but she was open to the idea of moving. He noted changes to severance payment, vehicle allowance, cellphone allowance, paid leave, and addition of a library card.

**Commissioner Baldwin made the motion to authorize the Mayor’s signature on the employment agreement with Esther Moberg for City Manager services. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Poe – aye**

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Commissioner Baldwin noted appreciation for the mayor's efforts in the negotiations.

Mayor Balensifer noted the City Charter prohibits an interim city manager from making personnel decisions. The city is short-staffed, and several positions are advertised. Mayor Balensifer proposed the Commission delegate hiring authority to the Interim City Manager. Chief Workman added comments and noted open positions.

**Commissioner Baldwin made the motion to authorize the interim City Manager to hire positions that have been advertised as well as advertise positions as allowed in the budget. Motion was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Poe – aye**

Discussion continued on the Skipanon Marine and RV lease assignment. City Attorney Ashley Driscoll (Zoom) noted she is not familiar with the lease. Mayor Balensifer noted the previous City Manager recommended not including the parking area at the rear of the building. There was interest from the adjacent property owner for that area. Commissioner Baldwin feels was against removing it from the lease unless the new lessee approves. Mayor Balensifer noted the new owner should be held responsible for fixing the building as it is borderline nuisance. Brief discussion followed on this. There was consensus to authorize legal staff to begin writing up a renegotiated lease at market rate for the property, and make a proviso that before the new lease is entered into the façade of the building be improved. Discussion continued. There was consensus to remove lot 5 and to keep lot 4 in the lease unless the new lessee does not want it.

#### DISCUSSION ITEMS

Chief Workman discussed a letter to ODOT regarding the need for a crosswalk at Alder Manor. Many children cross NW Warrenton Drive there and it is dangerous. Chief Workman noted ODOT requirements and stated he would like a flashing crosswalk with signage. Mayor Balensifer also noted a lot of crossings from the apartments on Pacific Ave to access the trail on Enterprise. He suggested issuing a letter for a cross walk with lights there as well.

**Commissioner Baldwin made the motion to authorize a letter to ODOT. Motions was seconded and passed unanimously.**

**Baldwin – aye; Balensifer - aye; Dyer – aye; Poe – aye**

#### GOOD OF THE ORDER

Commissioner Baldwin noted the recent tragedy on Lake Drive in Hammond and suggested the use of speed bumps. Chief Workman responded the code does not allow speed bumps, except on private drives. Brief discussion continued. There was consensus to have staff bring back information for a discussion item at the next meeting or possibly remand it to the Planning Commission. Commissioner Baldwin also discussed tall grass on the corner of Alder and SW 1<sup>st</sup>.

#### MINUTES

Chief Workman also spoke of the recent tragedy and the effects it had on his staff. He also noted the fire at Trina & Ron's and gave kudos to the Warrenton Fire Department team.

Ms. Driscoll gave an update on the city's legal counsel team and the reassignment of the primary attorney for the city. She asked the Commission how they want to handle the transition. Mayor Balensifer preferred to have Josh at the meetings after the new city manager is in place. Discussion followed. There was consensus for the first meeting in October.

Mayor Balensifer noted he will be out of town for the last meeting in August. He noted the line of succession in his absence. He also commented on the peer support team for police and fire personnel. He noted the old Doogers building is being demolished. Mod Pizza and Chipotle will be going in. The intersection of NE Pacific and Harbor will eventually be right in, right out. He also noted the Port's involvement with current code changes.

At 6:50 p.m. Mayor Balensifer recessed the regular meeting and announced the Commission will now meet in executive session under the 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;* and ORS 192.660(2)(f) *to consider information or records that are exempt by law from public inspection.*

There being no further business, Mayor Balensifer adjourned the meeting at 7:26 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Henry A. Balensifer III, Mayor

\_\_\_\_\_  
Dawne Shaw, CMC, City Recorder

**LIQUOR LICENSE APPLICATION**

Page 1 of 3

Check the appropriate license request option:

 New Outlet |  Change of Ownership |  Greater Privilege |  Lesser Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).**Full On-Premises**

- Commercial  
 Caterer  
 Public Passenger Carrier  
 Other Public Location  
 For Profit Private Club  
 Nonprofit Private Club

**Winery**

- Primary location  
 Additional locations:  2nd  3rd  4th  5th

**Brewery**

- Primary location  
 Additional locations:  2nd  3rd

**Brewery-Public House**

- Primary location  
 Additional locations:  2nd  3rd

**Grower Sales Privilege**

- Primary location  
 Additional locations:  2nd  3rd

**Distillery**

- Primary location  
 Additional lasting locations:  2nd  3rd  4th  5th  6th

 **Limited On-Premises**

- Off Premises**  
 Warehouse  
 Wholesale Malt Beverage and Wine

**INTERNAL USE ONLY**

Application received:

05/18/2022

Minimum documents acquired:

05/18/2022

**LOCAL GOVERNING BODY USE ONLY**

City/County name:

Date application received:

Optional: Date Stamp

 Recommend this license be granted Recommend this license be denied

Printed Name

Date

Return this form to:

Investigator name:

Zoë Blumenshine

Email:

zoe.blumenshine@oregon.gov

Fishstix Seafood Market

# LIQUOR LICENSE APPLICATION

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## APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

Fishstix Seafood Market LLC

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

## BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Fishstix Seafood Market

Business phone number:

503-338-9141

Business email:

fishstixseafood@gmail.com

Premises street address (The physical location of the business and where the liquor license will be posted):

38 SE 1st Street

City:

Warrenton

Zip Code:

97146

County:

Clatsop

Business mailing address (where we will send any items by mail as described in [OAR 845-004-006511](#)):

PO Box 562

City:

Warrenton

State:

OR

Zip Code:

97146

Does the business address currently have an OLCC liquor license?  Yes  No

Does the business address currently have an OLCC marijuana license?  Yes  No

## APPLICATION CONTACT INFORMATION

Contact Name:

Malcolm Cotte

Phone number:

Email:

fishstix.com

Mailing address:

City:

Astoria

Zip Code:

97103

County:

Clatsop

Please note: liquor license applications are public records.





OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

PRINT FORM

RESET FORM

**CCH 08/02/2022 ZB**

1. Name (Print):	Cotte Last	Malcolm First	Christopher Middle
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN			
<p><b>SOCIAL SECURITY NUMBER DISCLOSURE:</b> As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) &amp; ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):			
	(mm)	(dd)	(yyyy)
6. Driver License or State:			7. State OR
8. Contact Phone: 503-325-2222			
9. E-mail Address: r			
10. Mailing Address:			
	Astoria (Number and Street) (City)	OR (State)	97103 (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No  Yes  Please list licenses (and year(s) licensed) below    Unsure  Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No  Yes  Please list applications below    Unsure  Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, *may not* sign your form.

**Affirmation**  
 Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Cotte	Last	Malcolm	First	Christopher	Middle
Signature:					Date:	4/28/22

**This box for OLCC use ONLY**

Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

PRINT FORM

RESET FORM

**CCH 08/02/2022 ZB**

1. Name (Print):	COTTE Last	DARCY First	LYNN Middle
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN:			
<p><b>SOCIAL SECURITY NUMBER DISCLOSURE:</b> As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) &amp; ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.</p> <p>Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).</p>			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	(mm)	(dd)	(yyyy)
6. Driver License or State ID #			7. State OR
8. Contact Phone			
9. E-mail Address			
10. Mailing Address:	Astoria (Number and Street)	OR (City)	97146 (State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR CONTROL COMMISSION  
**INDIVIDUAL HISTORY FORM**

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You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, *may not* sign your form.

**Affirmation**

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	COTTE	Last	DARCY	First	LYNN	Middle
Signature:	<i>Darcy R Cotte</i>				Date:	4-28-22

**This box for OLCC use ONLY**

N

Does the individual currently hold, or has the individual previously held, an OLCC- Issued liquor license?



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

**FISHSTIX SEAFOOD MARKET LLC**

Applicant Name: ~~MALCOLM CHRISTOPHER COTTE~~

Phone: 303-332-3961

Trade Name (dba): FISHSTIX SEAFOOD MARKET

Business Location Address: 38 SE 1ST STREET

City: WARRENTON

ZIP Code: 97146

### DAYS AND HOURS OF OPERATION

#### Business Hours:

Sunday	CLOSED	to	_____
Monday	CLOSED	to	_____
Tuesday	10AM	to	4PM
Wednesday	10AM	to	4PM
Thursday	10AM	to	4PM
Friday	10AM	to	4PM
Saturday	10AM	to	4PM

#### Outdoor Area Hours:

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

The outdoor area is used for:

- Food service Hours: \_\_\_\_\_ to \_\_\_\_\_
- Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_
- Enclosed, how \_\_\_\_\_

The exterior area is adequately viewed and/or supervised by Service Permittees.

\_\_\_\_\_  
(Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: CLOSED FOR FEDERAL HOLIDAYS

### ENTERTAINMENT

Check all that apply:

- |  |   |
|--|---|
| <input type="checkbox"/> Live Music        | <input type="checkbox"/> Karaoke                |
| <input type="checkbox"/> Recorded Music    | <input type="checkbox"/> Coin-operated Games    |
| <input type="checkbox"/> DJ Music          | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing           | <input type="checkbox"/> Social Gaming          |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables            |
|  | <input type="checkbox"/> Other: _____           |

### DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

### SEATING COUNT

Restaurant: <u>0</u>	Outdoor: <u>0</u>
Lounge: <u>0</u>	Other (explain): _____
Banquet: <u>0</u>	Total Seating: <u>0</u>

#### OLCC USE ONLY

Investigator Verified Seating: \_\_\_\_\_ (Y)  (N)

Investigator Initials: ZB

Date: 08/02/2022

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Dawne Shaw, City Recorder  
 DATE: August 23, 2022  
 SUBJ: Consideration of Skipanon Marine & RV Lease Assignment – Coast Auto Repair

### SUMMARY

The Skipanon Marine & RV lease reassignment was presented at the July 26, 2022, City Commission meeting. There was consensus to authorize staff and legal counsel to write up a renegotiated lease, at market rate for Coast Auto Repair. There was also consensus to remove Lot 5 and retain Lot 4 in the lease. Attached is the draft lease as proposed by legal counsel. The draft lease includes some questions from legal counsel that need to be addressed before finalizing for signatures.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to authorize the Mayor's signature on the lease assignment documents for Coast Auto Repair, after it is finalized by staff and legal counsel."*

### ALTERNATIVE

Other action as deemed appropriate by the City Commission

### FISCAL IMPACT

At the current rate, the lease provides a \$995 monthly lease income to the Warrenton Marina Fund.

Approved by City Manager: \_\_\_\_\_

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

## GROUND LEASE

This GROUND LEASE (this "Lease") is made and entered into on \_\_\_\_\_, 20\_\_ (the "Commencement Date"), by and between the City of Warrenton, an Oregon municipal corporation ("Landlord"), and Coast Auto Repair, LLC, an Oregon limited liability corporation ("Tenant").

## RECITALS

A. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the real property described on attached Exhibit A, together with any and all rights, privileges, easements, and appurtenances (collectively, the "Premises").

B. A previous tenant constructed on the Premises an approximately \_\_\_\_\_ square-foot building (the "Building") and related site improvements which were purchased by the Tenant as generally depicted on the site plan attached hereto as Exhibit B (collectively, the "Project"). The Project and any future alterations, additions, replacements, or modifications to the Project during the Term (defined in section 2.2) of this Lease are collectively referred to in this Lease as the "Improvements."

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease agree as follows:

### Article 1

#### Premises

Landlord does hereby demise, lease, and let unto Tenant, and Tenant does hereby take and lease from Landlord, the Premises for the term and on the rents, conditions, and provisions herein.

### Article 2

#### LEASE TERM

**2.1 Initial Term.** Starting on the Commencement Date, the Premises will be leased for a term of twenty (20) years (the "Initial Term"), unless earlier terminated pursuant to the terms of this Lease.

**2.2 Extended Term.** If Tenant is not in default under the Lease, Tenant has the option to extend the Initial Term for an additional period of ten (10) years (the "Extended Term") by providing written notice thereof to Landlord no less than ninety (90) days before the expiration of the Initial Term (the Initial Term, if and as extended by the Extended Term, is referred to in this Lease as the "Term"). Upon exercise of this option to extend, the term of this Lease will be extended through the expiration date of the Extended Term, on the same terms and conditions as contained in this Lease, except for Rent (which will be determined in accordance with section 3.2 below) and except that Tenant will no longer have an extension option.

**2.3 Early Termination.** Notwithstanding anything in this Lease to the contrary, Tenant has the right to terminate this Lease within the time periods and for the reasons set forth below:

**2.3.1 Inspection and Approval Period.** From the Commencement Date through the \_\_\_\_\_ day after the Commencement Date (the "Inspection and Approval Period"), Tenant, at its cost and expense, may (i) obtain surveys, economic and physical feasibility studies, soil borings, wetland evaluation surveys, woodland analysis, environmental assessments and any

Commented [HM1]: The original lease was for 30 years - - I was not sure what term the city wants to use here .

Commented [HM2]: I put this at 10 years so it is similar to the initial lease (i.e. a total of 30 years).

other appraisals, inspections, tests, studies, surveys or assurances desired by Tenant to show to the satisfaction of Tenant in its sole discretion that the Premises is usable by Tenant for the purpose of operating the Project, including but not limited to determining whether all utility lines necessary for construction and operation of the Project are present on or near the Premises, whether standard shallow foundations may be used, whether any Hazardous Substances (as defined in section 5.2) are located in, on, at, under, about, or upon the Premises, and whether the Project can be constructed and operated at a cost and expense acceptable to Tenant in its sole discretion; and (ii) obtaining the valid and irrevocable grant, on terms and conditions satisfactory to Tenant, of all necessary site plan approvals, building permits, licenses, variances, and other approvals that are necessary for Tenant to operate the Project to the satisfaction of Tenant in its sole discretion (collectively, the "Approvals"). Landlord agrees at all times to fully cooperate with Tenant's efforts to submit for and to obtain the Approvals. If Tenant is not satisfied with any of the items or matters set forth under clause (i) above (in Tenant's sole discretion) or if Tenant has not obtained the Approvals (on terms and conditions acceptable to Tenant in its sole discretion) by the expiration of the Inspection and Approval Period, Tenant may terminate this Lease by providing written notice thereof to Landlord not later than the expiration of the Inspection and Approval Period; otherwise, at the expiration of the Inspection and Approval Period Tenant will be deemed to have waived these contingencies.

**2.3.2 Title Review Period.** From the Commencement Date through the \_\_\_\_\_ day after the Commencement Date (the "Title Review Period"), Tenant, at its cost and expense, may obtain (i) a preliminary title report covering the Premises and copies of all special exceptions referenced therein (collectively, the "Title Report") from a title insurance company selected by Tenant (the "Title Company") and (ii) a survey of the Premises (the "Survey"), if desired by Tenant, and notify Landlord in writing of any objectionable matters or defects appearing in the Title Report or on the Survey which affects the marketability or insurability of title to the Premises or which adversely affects the use of the Premises for the Project (individually and collectively, the "Objectionable Matters"). Landlord has \_\_\_\_\_ days after being notified of any Objectionable Matters to give written notice to Tenant (the "Reply Notice") of those Objectionable Matters which Landlord is unable or unwilling to cure. Landlord is deemed to have agreed to cure all Objectionable Matters with the exception of those Objectionable Matters that Landlord is unable or unwilling to cure as set forth in the Reply Notice delivered to Tenant within said \_\_\_\_\_-day period. If one or more of the Objectionable Matters cannot or will not be cured by Landlord, then Tenant has the right to terminate this Lease by providing written notice thereof to Landlord within \_\_\_\_\_ days after receipt of the Reply Notice; otherwise, Tenant is deemed to have accepted the following as permitted title exceptions (collectively, the "Permitted Exceptions"): (a) those exceptions appearing in the Title Report and those matters appearing on the Survey (if obtained by Tenant) to which Tenant does not object by the expiration of the Title Review Period; and (b) those Objectionable Matters that Landlord is unable or unwilling to cure as set forth in the Reply Notice. With respect to any Objectionable Matters that Landlord agrees or is deemed to have agreed to cure, Landlord must exercise good-faith best efforts to procure the cure of such Objectionable Matters within thirty (30) days after expiration of the time period for Landlord to deliver the Reply Notice to Tenant (the "Title Cure Period"). If Landlord does not cure all such Objectionable Matters within this time period, then Tenant may (A) waive the uncured Objectionable Matters, in which case this Lease will continue in effect and the uncured Objectionable Matters will become Permitted Exceptions; (B) terminate this Lease by providing written notice thereof to Landlord within ten (10) days after expiration of the Title Cure Period,



in which case Tenant may collect from Landlord all costs and expenses incurred by Tenant in connection with entering into this Lease, conducting its due diligence activities, and obtaining the Approvals; or (C) pursue any and all remedies available to Tenant at law or in equity.

### Article 3 RENT

**3.1 Rent for Initial Term.** Tenant agrees to pay to Landlord monthly rent in the amount of \$\_\_\_\_\_ (“Rent”) beginning on the Commencement Date. On the first annual anniversary of the Commencement Date and every year thereafter (each, an “Adjustment Date”), Rent will increase by 3% percent over the previous monthly rent.

**Alternate Rent Adjustment Provision for Fixed Increases:**

On each \_\_\_\_\_ annual anniversary of the Commencement Date of this Lease, Rent will increase by \$\_\_\_\_\_.

**Alternate Rent Adjustment Provision for CPI Increases:**

On each fifth annual anniversary date of the Commencement Date and every five years thereafter (each, an “Adjustment Date”), Landlord will increase Rent based on the percentage increase, if any, in the Consumer Price Index (the “Index”) published by the United States Department of Labor, Bureau of Labor Statistics. The increase will be computed by comparing the schedule entitled “U.S. City Average, All Items, All Urban Consumers, 1982–84=100” for the latest available month preceding the month in which the Commencement Date or the previous Adjustment Date occurred, as applicable, and the month preceding the current Adjustment Date. All comparisons will be made using Index figures derived from the same base period and in no event will this provision operate to decrease Rent. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by BOMA Oregon will be used.

**3.2 Payment of Rent.** Rent is payable in advance, commencing on the Commencement Date and thereafter on the first day of each month throughout the Term, without notice or demand and without abatement, deduction or setoff except as otherwise provided in this Lease. If the Commencement Date is a day other than the first day of a month, Rent payable on the Commencement Date will be prorated based on the number of days that will elapse during that month after the Commencement Date. Rent and all other amounts payable to Landlord under the terms of this Lease must be delivered to Landlord at its office, located at 225 S. Main Ave/P.O. Box 250, Warrenton, Oregon 97146, or at another place that Landlord may designate by notice to Tenant, in lawful money of the United States.

**3.3 Late Charge and Interest.** If Rent or any other amount payable by Tenant to Landlord is not paid within 10 days of its due date, Tenant will pay to Landlord a late charge of five percent of the amount due. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment. Collection of the late charge will not be considered a waiver of default nor of any other right or remedy. In addition, all delinquent amounts must bear interest at the rate of nine (9) percent per annum or the highest rate permitted by law, whichever is lower (the “Default Rate”), from the date first due until the date paid in full.

**3.4 Net Lease.** This Lease is a totally net lease, and it is intended that the rent provided for in this Lease will be an absolutely net return to Landlord throughout the Term. Tenant will be responsible for paying all costs and expenses relating to the Premises and the Improvements, including real and personal property taxes, utilities, maintenance, repairs, interior

**Commented [HM3]:** Since this tenant is not the one actually building the project on the property, I would recommend removing these provisions, but if the new tenant wants the ability to do these tests and due diligence we can leave it in here. I am assuming that they performed all the due diligence they wanted to before deciding to buy from the current owners though.

**Commented [HM4]:** What amount does the City want to set the rent at? It is currently \$995.

**Commented [HM5]:** We can also set a rent increase at a percentage or set amount every year, or every 3 or 5 years OR do a CPI increase every 3-5 years. Either way, let me know what the City's preference is here.

**Commented [HM6]:** See my comment above - - this is the CPI provision.

and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises and the Improvements. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Tenant is required to pay, as additional rent, all sums, impositions, costs, and other payments that Tenant assumes or agrees to pay in any provision of this Lease. If Tenant fails to make a payment, Landlord will have (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law for nonpayment of the Rent.

**Article 4**  
**SECURITY**

**4.1 Deposit.** Contemporaneously with Tenant’s execution and delivery of this Lease, Tenant must deliver to Landlord a cash security deposit in the amount of \$\_\_\_\_\_ (the “Deposit”), such amount to be held by Landlord during the Term as security for the performance of Tenant’s obligations under this Lease. If Tenant fails to make any payment when due under this Lease, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all or any portion of the Deposit for the payment of such obligation or default, or for the payment of any other sum to which Landlord may become obligated by reason of Tenant’s default, or to compensate Landlord for any loss or damage that Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, Tenant must, within 10 days after written demand therefor from Landlord, deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount stated above, and Tenant’s failure to do so constitutes a payment default under this Lease. If Tenant performs all of Tenant’s obligations hereunder, Landlord must return the Deposit (or the amount that has not been applied by Landlord as permitted under this section) within 60 days following the expiration or earlier termination of the Term or the date on which Tenant has vacated the Premises, whichever is later. Landlord is not required to keep the Deposit separate from its general funds, and Tenant is not entitled to interest on the Deposit. Landlord is entitled to deliver the funds constituting the Deposit to any purchaser of Landlord’s interest in the Premises, whether by sale, foreclosure, deed in lieu of foreclosure, or otherwise, and upon such delivery, Landlord will be discharged from any further liability with respect to the Deposit. Tenant hereby grants Landlord a security interest in the Deposit.

Commented [HM7]: Does the city want to require a deposit?

**Article 5**  
**USE AND COMPLIANCE WITH LEGAL REQUIREMENTS**

**5.1 Permitted Use.** Tenant will use and occupy the Premises during the Term for the development and use of the Project and may use the Premises for any other purpose in compliance with all applicable Legal Requirements (as defined in section 5.2 below).

**5.2 Compliance with Legal Requirements.** Tenant will observe and comply with all Legal Requirements that may apply to the Premises, or to the use or manner of uses of the Premises, or the Improvements or the owners or users of the Improvements, whether or not the Legal Requirements affect the interior or exterior of the Improvements, necessitate structural changes or improvements, or interfere with the use and enjoyment of the Premises or the Improvements, and whether or not compliance with the Legal Requirements is required by reason of any condition, event, or circumstance existing before or after the Term commences. Tenant will pay all costs of compliance with Legal Requirements.

“Legal Requirements” means all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the

Improvements, or any component hereof or any activity conducted thereon, including but not limited to those pertaining to Environmental Laws and the use and storage of Hazardous Substances (as these terms are defined below).

“Environmental Laws” means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC § 2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

“Hazardous Substances” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

**5.3 Right to Contest.** Tenant will have the right, after prior written notice to Landlord, to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of Tenant or Landlord or both, without cost or expense to Landlord, the validity or application of any Legal Requirement subject to the following: (a) if, by the terms of any Legal Requirement, compliance may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge, or liability of any kind against all or any part of the Premises or the Improvements and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure to comply, Tenant may delay compliance until the final determination of the proceeding; or (b) if any lien, charge, or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest the matter and delay compliance as long as the delay would not subject Landlord to criminal liability or fine, and Tenant furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of the contest or delay, and prosecutes the contest with due diligence. Landlord will execute and deliver any appropriate papers that may be necessary or proper to permit Tenant to contest the validity or application of any Legal Requirement as long as Tenant has satisfied all the requirements of this section and Landlord will incur no cost.

**5.4 Prohibited Uses.** Tenant will not use or occupy the Premises or the Improvements, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied: (a) for any unlawful or illegal business, use, or purpose; (b) in any manner so as to constitute a nuisance of any kind; (c) for any purpose or in any way in violation of the certificate of occupancy, or of any Legal Requirements, including Legal Requirements respecting Hazardous Substances; or (d) for any business, use, or purpose deemed disreputable. Any dispute between Landlord and Tenant arising under the provisions of subsection (d) above will be submitted to final and binding arbitration conducted in accordance with the rules of the Arbitration Service of Portland, Inc., if that service is available at the time or, if not available, any similar service (which may include the American Arbitration Association) selected by the party that initiates the arbitration. The award in such arbitration may be enforced on the application of either party by the order of judgment of a court of competent jurisdiction. The arbitrators will determine and award the prevailing party in the arbitration the reasonable fees and costs of its lawyers, appraisers, and any other consultants or experts incurred in connection with the arbitration.

**5.5 No Waste.** Tenant will not cause or permit any waste, damage, disfigurement, or injury to the Premises or the Improvements, but Tenant will have the right to demolish and remove any and all the Improvements on the Premises pursuant to and in accordance with the terms of Article 6 below.

**Article 6**  
**IMPROVEMENTS**

**6.1 Construction, Modification, and Demolition of Improvements.** Tenant has the right, at any time and from time to time during the Term, at its cost and expense, and without having to obtain Landlord's prior consent, to construct, reconstruct, demolish, remove, replace, remodel, or rebuild on any part or all of the Premises such buildings, structures, parking areas, driveways, walks, and other Improvements of any nature (including excavation, earthmoving, paving, installation of utilities, and all other development activities) pertaining thereto as Tenant, in Tenant's sole discretion, considers appropriate. Without limiting the foregoing, Tenant may demolish any Improvements located on the Premises as of the Commencement Date and need not restore the Premises to its former condition following any such demolition. Construction of any Improvements will be undertaken in compliance with all Legal Requirements and will be performed in a good and workmanlike manner.

*Alternative 6.1 Construction, Modification, and Demolition of Improvements. Use to Place Some Limitations on the Tenant's Ability to Construct, Modify, or Demolish Buildings*

Commented [HM8]: If the city wants to limit construction/demolition on the property then this alternate section 6.1 can be used.

Tenant has the right, at any time and from time to time during the Term, at its cost and expense, and without having to obtain Landlord's prior consent, to construct, modify, demolish and rebuild Improvements on the Premises, except as follows:

(a) Tenant may not construct or demolish, or modify the exterior or structural components of, any building without the prior written consent of Landlord, which will not be unreasonably withheld, conditioned, or delayed;

(b) If Tenant desires to construct, demolish, or modify the exterior or structural components of any building, Tenant will furnish Landlord with proposed plans and specifications for such work and Landlord will have 30 days after receipt of such plans and specifications to either approve the plans and specifications or provide Tenant with comments on the plans and specifications (which Tenant must address and then submit revised plans and specifications to Landlord for approval); provided, however, Landlord's approval will be deemed given if Landlord fails to respond to Tenant's submittal or resubmittal within 30 days;

(c) If Tenant desires to demolish all or any portion of a building, Landlord has the right to withhold its consent unless Tenant agrees to replace such building or portion thereof with another building having a value at least as great as the building or portion thereof demolished; and

(d) Upon completion of or modification to any building, Tenant will provide Landlord with as-built plans for the completed work.

**6.2 Title to Improvements.** Title to all Improvements constructed by Tenant will be and will remain in Tenant during the Term of the Lease and such Improvements may be demolished, changed, altered, or removed by Tenant at any time, except as otherwise provided in section 6.1 above. During the Term, Tenant is entitled, for all taxation purposes, to claim cost-recovery deductions and the like on all Improvements constructed by Tenant. At the expiration or earlier termination of the Lease, title to any Improvements remaining on the Premises will

automatically pass to, vest in, and belong to Landlord without further action on the part of either party and without cost or charge to Landlord.

**6.3 Notice of Construction.** Tenant agrees to notify Landlord in writing of Tenant's intention to commence construction of an Improvement at least 30 days before commencement of any such work or delivery of any materials. The notice must specify the approximate location and nature of the intended Improvements, and the anticipated date that work will be commenced. Landlord will have the right at any time and from time to time to post and maintain on the Premises notices of nonresponsibility and such other notices as Landlord deems necessary to protect Landlord's interest in the Premises and the Improvements from the liens of mechanics, laborers, materialmen, suppliers, or vendors; and Landlord will have the right to inspect the Premises and the Improvements in relation to the construction at all reasonable times.

**6.4 Landlord Cooperation.** Landlord agrees to cooperate with Tenant in all respects in connection with Tenant's construction of any Improvements, including but not limited to, executing the applications and other instruments reasonably necessary for construction of the Improvements, provided that Landlord will not be required to pay any application fees or incur any other costs or liabilities in connection with the Improvements beyond Landlord's fees for any professional advice Landlord desires. Landlord will appear as a witness in any legal or administrative proceedings to the extent reasonably necessary to construct the Improvements.

**6.5 Easements and Dedications.** Tenant and Landlord each recognize that in order to provide for the development of the Premises, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power line, and other easements and dedications and similar rights be granted or dedicated over or within portions of the Premises. Landlord agrees that it will, upon request of Tenant, join with Tenant in executing and delivering such documents, from time to time, and throughout the Term of this Lease as may be appropriate, necessary, or required by any governmental agency or public utility company for the purpose of granting such easements and dedications.

#### **Article 7**

#### **TAXES AND UTILITIES**

**7.1 Taxes Defined.** As used in this Lease, the terms "Tax" and "Taxes" mean any and all taxes, service payments in lieu of taxes, general or special assessments, excise taxes, transit charges, utility assessments, and any and all charges, levies, fees, or costs, general or special, ordinary or extraordinary, of any kind that are levied or at the direction of laws, rules, or regulations of any federal, state, or local authority on the Premises or the Improvements, or based on or otherwise in connection with the use, occupancy, or operations of the Premises or the Improvements, or with respect to services or utilities in connection with the use, occupancy, or operations of the Premises or the Improvements, or on Landlord with respect to the Premises or the Improvements, or on any act of leasing space in the Improvements, or in connection with the business of leasing space in the Improvements, including any tax on rents, whether direct or as a part of any "gross receipts" tax, and whether or not in lieu of, in whole or in part, ad valorem property taxes. Taxes will include, but not be limited to, state and local real-property taxes, levies, and assessments, and any tax, fee, or other excise, however described, that may be levied or assessed in lieu of, or as a substitute, in whole or in part, for, or as an addition to any other taxes, and all other governmental impositions and governmental charges of every kind and nature relating to the Premises or the Improvements, including, but not limited to, any road-user or transportation-system-maintenance fee and any charges or fees measured by trip generation or

length, parking spaces, impervious surfaces, buildings, vehicle usage, or similar bases for measurement.

**7.2 Payment of Taxes.** Throughout the Term, Tenant will pay all Taxes as they become due. If by law any Tax is payable, or may at the option of the taxpayer be paid, in installments, Tenant may pay the same in installments as each installment becomes due and payable, but in any event must do so before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest. Taxes for the year in which this Lease commences and expires will be prorated between the parties as of the Commencement Date or expiration date as the case may be and, on the Commencement Date, Tenant will pay its pro rata share of the current year's taxes.

**7.3 Contesting Taxes.** If Tenant in good faith desires to contest the validity or the amount of any Tax, Tenant will be permitted to do so by giving to Landlord written notice thereof before commencement of such contest. Landlord will, at Tenant's expense (including reimbursement of attorney fees reasonably incurred by Landlord), cooperate with Tenant in any such contest to the extent that Tenant may reasonably request, but Landlord will not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant, and Tenant will indemnify and save Landlord harmless from any such costs or expenses. Any rebates on account of the Taxes required to be paid and paid by Tenant under the provisions of this Lease will belong to Tenant, except that to the extent any rebates or refunds are related to a period of time in which this Lease is not in effect (either before commencement or after expiration or termination), the portion of the rebate attributable to such time will be returned to Landlord to the extent previously paid by Landlord. Any contest as to the validity or amount of any Tax, or assessed valuation on which the Tax was computed or based, whether before or after payment, may be made by Tenant in the name of Landlord or of Tenant, or both, as Tenant will determine.

**7.4 Evidence of Payment.** Promptly after payment, Tenant will provide Landlord with evidence reasonably satisfactory to Landlord that all Taxes required to be paid by Tenant have been paid.

**7.5 Personal-Property Taxes.** Tenant must pay before delinquency all taxes assessed against and levied on improvements, fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises, and when possible Tenant must cause said improvements, fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord.

**7.6 Utilities and Services.** Tenant will pay, directly to the appropriate supplier, for all water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, and all other utilities and services used by Tenant on the Premises as they become due, together with any taxes thereon, from and after the Commencement Date. Landlord must not be in default hereunder nor be liable in damages or otherwise for any failure or interruption of any utility or other service being furnished to the Premises, and no such failure or interruption will entitle Tenant to terminate this Lease or to abate payment of any portion of Rent due hereunder.

## **Article 8 INSURANCE**

**8.1 Property Insurance.** Tenant, at its cost and expense, will keep all Improvements insured against loss or damage by property insurance written on the standard Insurance Services Office (ISO) "special-form" policy, or its nearest equivalent in use at the time. Tenant will obtain endorsements to its special-form policy to maintain the following types of coverage to the extent

required by Landlord and available at commercially reasonable rates: (a) flood, (b) earthquake, (c) business interruption, (d) indirect loss, (e) boiler and machinery perils, and (f) ordinance and law. The property insurance must cover the full replacement value of the Improvements (excluding foundation and excavation cost), and require that all losses are payable to Landlord and Tenant as their interests may appear. Any loss adjustment must require written consent of both parties, which will not be unreasonably withheld, conditioned, or delayed. The amount of the insurance policy will be increased from time to time as the full replacement value of the Improvements increases.

**8.2 Liability Insurance.** Tenant, at its cost and expense, will maintain commercial general liability insurance covering the Premises, the Improvements, and the conduct or operation of its business with limits of loss of at least \$2 million combined single-limit coverage for personal injury and property damage. The insurance policy must be primary to any insurance available to Landlord, contain a severability-of-interest or cross-liability clause, include contractual-liability coverage for Tenant's indemnification obligations contained in this Lease, and name Landlord as an additional insured. Landlord has the right from time to time to increase the amount of liability insurance required under this Lease based on then-current market conditions for properties comparable to the Premises.

**8.3 Additional Requirements.** Tenant's insurance carriers must be reputable insurance companies reasonably acceptable to Landlord, licensed to do business in the State of Oregon, and have a minimum A-VIII rating as determined by the then-current edition of *Best's Insurance Reports* published by A.M. Best Co. Tenant will provide Landlord with certificates of insurance concurrently with the execution of this Lease and upon each renewal thereafter to establish that Tenant's insurance obligations have been met and that the policies are not subject to cancellation or material change without at least 30 days advance written notice to Landlord; provided, however, that Landlord reserves the right to inspect and require full copies of all insurance policies to be provided to Landlord.

#### Article 9

#### RELEASE AND INDEMNIFICATION

**9.1 Release.** Tenant is and will be in exclusive control of the Premises and the Improvements, and Landlord will not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements, or any injury or damage to the Premises or the Improvements or to any property, whether belonging to Tenant or to any other person, caused by any fire, breakage, leakage, defect, or bad condition on any part of the Premises or the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or because of the use, misuse, or abuse of all or any of the Improvements, or from any kind of injury that may arise from any other cause whatsoever on the Premises or in or on the Improvements, including defects in construction of the Improvements, latent or otherwise; and Tenant hereby releases Landlord from and against any and all liabilities resulting from any such injuries and damages. Landlord acknowledges that it remains responsible for liability to any third party to the extent that the liability arises from Landlord's gross negligence or willful misconduct.

**9.2 Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Landlord, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges,

and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resource damages) that may be imposed on or incurred by or asserted against Landlord by reason of any of the following occurrences during the Term:

- (a) Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Tenant or any party other than Landlord;
- (b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;
- (c) Any negligence on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees;
- (d) Any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Improvements, even if caused in part by the negligence of Landlord, but only up to the limits of Tenant's liability insurance coverage with respect to any such negligence of Landlord; and
- (e) Any failure of Tenant to comply with or to perform any covenant, agreement, term, provision, condition, or limitation that this Lease requires Tenant to comply with or to perform, including without limitation Tenant's compliance with the Legal Requirements and the release of Hazardous Substances in violation of Environmental Laws.

#### **Article 10 LIENS**

**10.1 No Liens.** Tenant will not suffer or permit any construction liens to attach to or be filed against any part the Premises or the Improvements by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Tenant or any person occupying or holding an interest in any part of the Premises or the Improvements. If any such lien is filed against any portion of the Premises or the Improvements, Tenant will cause the same to be discharged of record within 15 days after the date of its filing by payment, deposit, or bond.

**10.2 Landlord Right to Post Notices.** Landlord will have the right to post and keep posted at all reasonable times on the Premises and the Improvements notices of nonresponsibility and any other notices that Landlord desires or is required to post for the protection of Landlord's interest in the Premises and the Improvements from any such lien.

**10.3 No Right to Lien Landlord's Interest.** Nothing in this Lease may be deemed to be, or be construed in any way as constituting, the consent or request of Landlord, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises or to the Improvements, or as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Landlord's interest in the Premises or against Landlord's interest, if any, in the Improvements. Tenant is not intended to be an agent for the landlord.

#### **Article 11 REPAIRS AND MAINTENANCE**

**11.1 Tenant Obligation.** Tenant must maintain, repair, and replace the Premises and the Improvements as and when needed so as to keep them in a clean and attractive condition, and



in good condition and repair, throughout the entire Term. Tenant's obligations extend to both structural and nonstructural items and to all maintenance, repair, and replacement work.

**11.2 Landlord Obligation.** Landlord is not required to furnish to Tenant, the Premises, or the Improvements any facilities, utilities, or services of any kind whatsoever during the Term, such as, but not limited to, water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, or any other utilities or services used by Tenant. Landlord is not required to make any alterations, rebuildings, replacements, changes, additions, improvements, or repairs to any portion of the Premises or the Improvements during the Term.

**11.3 Limited Assignment of Rights.** Landlord assigns to Tenant, without recourse, any rights that Landlord may have against any parties causing damage to the Improvements on the Premises to sue for and recover amounts expended by Tenant as a result of the damage.

**Article 12  
SIGNAGE**

Tenant is permitted to install signage on the Premises and the Improvements as long as Tenant complies with all applicable Legal Requirements.

**Article 13  
INSPECTION AND ACCESS**

Tenant will permit Landlord or its authorized representative to enter the Premises and the Improvements at all reasonable times during normal business hours for purposes of inspecting them for compliance with the terms of this Lease and making any repairs or performing any work that Tenant has neglected or refused to make in accordance with the terms of this Lease. Nothing in this Lease implies any duty or obligation, however, on Landlord's part to make such inspections or perform such work (including, but not limited to, repairs and other restoration work made necessary because of any fire or other casualty or partial condemnation, irrespective of the sufficiency or availability of any property or other insurance proceeds, or any award in condemnation, that may be payable). Landlord's performance of any work will not constitute a waiver of Tenant's default in failing to perform the same.

**Article 14  
DAMAGE AND DESTRUCTION**

If any Improvements on the Premises are damaged or destroyed by fire or other casualty, Rent will not abate and Tenant must (a) promptly restore the damaged Improvements to substantially the same condition existing before the casualty, or (b) promptly remove all damaged Improvements (including foundations) and leave the Premises in a clean, attractive, and safe condition. The proceeds available from Tenant's property insurance policy (the "Proceeds") must be used for restoring or removing the damaged Improvements as provided above, and any Proceeds not used for such restoration or removal will be delivered to Tenant. If the Proceeds are not sufficient for Tenant to restore or remove the damaged Improvements, Tenant must pay the difference.

**Article 15  
CONDEMNATION**

**15.1 Total Taking.** If all the Premises and the Improvements are taken or condemned by right of eminent domain or by purchase in lieu of condemnation (a "Taking"), or if in Tenant's reasonable judgment the Taking of any portion of the Premises or the Improvements renders the portion remaining insufficient and unsuitable to permit the restoration of the Improvements following the Taking, then Tenant may terminate this Lease by providing written notice thereof to Landlord within 30 days after Tenant is notified of the Taking, in which case

the Lease will cease and terminate (except those provisions intended to survive the expiration or termination of the Lease) as of the date on which the condemning authority takes possession (any Taking in this section being called a "Total Taking") and the Rent will be apportioned and paid to the date of the Total Taking.

**15.2 Award for Total Taking.** If this Lease terminates as a result of a Total Taking, the rights and interests of the parties will be determined as follows:

(1) The total award or awards for the Total Taking will be apportioned and paid in the following order of priority:

(a) Landlord will have the right to receive directly from the condemning authority, in its entirety and not subject to any trust, a portion of the award that is defined and referred to as the Land Award (as defined below), and neither Tenant nor any Permitted Leasehold Mortgagee will be entitled to receive any part of the Land Award. The term "Land Award" means that portion of the award in the condemnation proceeding that represents the fair market value of the Premises, which should be considered as vacant, unimproved but encumbered by this Lease; the consequential damage to any part of the Premises that may not be taken; the diminution of the assemblage or plottage value of the Premises not so taken; and all other elements and factors of damage to the Premises; but in all events the damage or valuation will take into consideration that the Premises are encumbered by this Lease.

(b) Tenant will have the right to receive directly from the condemning authority that portion of the award referred to as the Leasehold Award (as defined below), subject, however, to the rights of any Permitted Leasehold Mortgagee. The term "Leasehold Award" means that portion of the award in the condemnation proceeding that represents the fair market value of Tenant's interest in the Improvements and the fair market value of Tenant's leasehold estate as so taken and, if this Lease is not terminated as a result of the Taking, the consequential damages to any part of the Improvements.

(c) It is the intent of the parties that the Land Award and the Leasehold Award will equal the total amount of the awards respecting the Total Taking.

(2) If a court or another lawful authority that is authorized to fix and determine the awards fails to fix and determine, separately and apart, the Land Award and the Leasehold Award, the awards will be determined and fixed by written agreement mutually entered into by and among Landlord, Tenant, and First Leasehold Mortgagee, if any, and if an agreement is not reached within 30 days after the judgment is entered in the proceeding, the controversy will be resolved in the same court in which the condemnation action is brought, in any proceedings that are appropriate for adjudicating the controversy; and

(3) If the condemning authority refuses or otherwise fails to deduct from the Leasehold Award any Rent or other money due from Tenant to Landlord and to pay the same directly to Landlord, then Tenant and the First Leasehold Mortgagee, if any, will execute and deliver to Landlord a written and acknowledged assignment of the amount payable out of the Leasehold Award, and if, nevertheless, the full amount of the Leasehold Award is paid to Tenant or any First Leasehold Mortgagee, the recipient will hold in trust for Landlord and pay over to Landlord forthwith on the receipt of the award the amount so due.

**15.3 Partial Taking and Award for Partial Taking.** If, during the Term, there is a Taking of the Premises or the Improvements, but the Taking is not a Total Taking and not a temporary taking of the kind described in section 15.4, or if a change occurs in the grade of the streets or avenues on which the Premises abuts, this Lease will not terminate but will remain in full force and effect with respect to the portion of the Premises and the Improvements not taken

(any Taking or change of grade of the kind described in this section being referred to as a “Partial Taking”), and in that event the total award or awards for the taking will be apportioned and paid in the following order of priority:

(a) Landlord will have the right to receive directly from the condemning authority, in its entirety and not subject to any trust, that portion of the award that equals the Land Award, and neither Tenant nor any Permitted Leasehold Mortgagee will be entitled to receive any part of the award; and

(b) If at the time of the Taking, a First Leasehold Mortgage is held by a Lending Institution, then that Lending Institution, or, if there is no First Leasehold Mortgage, then Tenant, will have the right to receive directly from the condemning authority the balance of the award, to be applied by the recipient as it deems appropriate.

**15.4 Temporary Taking.** If there is a Taking of all or a part of the Premises or the Improvements for temporary use, this Lease will continue without change, as between Landlord and Tenant, and Tenant will be entitled to the entire award made for that use. Tenant will also have the right to file and prosecute any claim against the condemnor for damages, and to recover the same, for any negligent use, waste, or injury to the Premises or the Improvements throughout the balance of the then-current Term. The amount of damages so recovered will belong to Tenant.

**15.5 Dispute Resolution.** In the event of any dispute between Tenant and Landlord regarding any issue of fact arising out of a Taking mentioned in this Article, the dispute will be resolved by the same court in which the condemnation action is brought, in any proceedings that are appropriate for adjudicating the dispute.

#### Article 16

#### ASSIGNMENT AND SUBLETTING

**16.1 Limitations on Transfers.** Except as permitted under sections 16.2 and 18 below, Tenant must not, voluntarily or by operation of law, sell, assign, or transfer this Lease or any interest therein, sublet the Premises or any part thereof, or grant any right to use the Premises, the Improvements, or any respective part thereof (each a “Transfer”) without the prior written consent of Landlord, which consent is in Landlord’s sole and absolute discretion. Any attempted Transfer without such prior written consent will be void. Landlord’s consent to a Transfer will in no event release Tenant, any assignee, or any guarantor from their respective liabilities or obligations under this Lease or any guaranty of this Lease (including any liabilities or obligations arising during the Extended Term), nor relieve Tenant from the requirement of obtaining Landlord’s prior written consent to any further Transfer. Landlord’s acceptance of Rent from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or consent to any Transfer.

If Tenant is a corporation, partnership, limited liability company, or other entity or unincorporated association, then any Transfer of this Lease by merger, consolidation, liquidation, or change in the ownership of or power to vote the majority of the ownership interest of Tenant, will constitute a Transfer for the purposes of this Article.

**16.2. Assignments Prohibited.** An assignment prohibited within the meaning of this section 16.1 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise, or the creation of new stock or ownership interests, by which ownership or control of an aggregate of more than 50 percent of Tenant’s stock or ownership interests must vest in a party or parties who are non-stockholders, partners, or members, as applicable, as of the Commencement Date.

**16.3 Tenant's Right to Sublet.** Tenant has the right to sublet portions of the Premises or the Improvements at any time and from time to time, but only for a term or terms that will expire before the expiration of the Term, and subject to the requirements set forth in section 16.4 below.

**16.4 Sublease Terms.** Each sublease will contain the following terms and conditions:

(a) The sublease will incorporate the terms, conditions, and covenants set forth in, and state that it is subject and subordinate to, this Lease and to any extensions, modifications, or amendments of this Lease, unless Landlord specifically requires that the sublease be prior and superior to this Lease;

(b) That rents due under the sublease (i) have been assigned to Landlord (and Tenant hereby assigns the rents to Landlord), subject to the rights of any leasehold mortgagee, to support performance of Tenant's covenants under this Lease, which assignment will be effective only on the occurrence of any event of default by Tenant under this Lease; (ii) will not be paid more than one month in advance; and (iii) will, on receipt of written notification from Landlord that an event of default has occurred under this Lease, be paid by the subtenant directly to Landlord until the subtenant receives written notice from Landlord that Tenant has cured the event of default or is in the process of curing the event of default in a manner reasonably satisfactory to Landlord;

(c) That if this Lease is canceled or terminated before the expiration of the Term, the subtenant will make full and complete attornment to Landlord for the balance of the term of the sublease with the same force and effect as though the sublease were originally made directly from Landlord, as long as the subtenant has received a Sublease Nondisturbance Agreement from Landlord, as provided below; and

(d) If any act or omission of Tenant would give subtenant the right, immediately or after lapse of a period of time, to cancel or terminate the sublease, or to claim a partial or total eviction, subtenant will not exercise that right: (i) until it has given written notice of the act or omission to Landlord; and (ii) until a reasonable period of time for Landlord to cure the condition has passed.

**16.5 Sublease Nondisturbance Agreements.** Landlord will issue a commercially reasonable nondisturbance and attornment agreement (each a "Sublease Nondisturbance Agreement") to each subtenant requesting the same within 30 days after receipt of a request therefor, as long as the rent under the sublease is fair market rent, the other terms of the sublease are consistent with then-current market conditions, and the sublease complies with the requirements of section 16.3 above. The Sublease Nondisturbance Agreement will require the subtenant to acknowledge in writing that this Lease is prior to and paramount to the sublease, and will provide that Landlord will recognize the sublease and not disturb the subtenant's possession under the sublease as long as subtenant is not in default under its sublease and agrees to attorn to Landlord for the balance of the term of the sublease with the same force and effect as though said sublease were originally made directly from Landlord to subtenant, except Landlord will not: (a) be liable for any previous act or omission of Tenant under the sublease; (b) be subject to any offset, deficiency, or defense that will have accrued to subtenant against Tenant; (c) be bound by any previous modification of the sublease or by any previous prepayment of more than one month's rent under the sublease, unless the modification or prepayment will have been expressly approved in writing by the Landlord; or (d) be liable for the return of any security deposit on the sublease that was not actually transferred to the Landlord.

**16.6 Sublease Copies.** Upon written request by Landlord, Tenant will promptly deliver to Landlord complete copies of any and all subleases.

**Commented [HM9]:** Does the City want to allow tenant to sublet? If not, we can delete this section through 16.6

## Article 17

### LANDLORD MORTGAGES AND SUBORDINATION

**17.1 Landlord Mortgages.** Landlord has the right at any time and from time to time to borrow against and encumber its interest in the Premises, the Improvements, and this Lease without having to obtain the consent of Tenant.

**17.2 Subordination.** This Lease will at all times be subject and subordinate to any mortgage or deed of trust (an "Encumbrance") now existing or hereafter placed on Landlord's interest in the Premises or the Improvements or any portion thereof, and to any and all modifications, renewals, or extensions of an Encumbrance. If Landlord's interest in the Premises and the Improvements are sold or transferred in connection with the judicial or nonjudicial foreclosure of any Encumbrance, or by deed in lieu of foreclosure, Tenant will attorn to the purchaser as Landlord (the "Successor Landlord"), and any such Successor Landlord will recognize this Lease and will not disturb the quiet enjoyment and possession of the Premises and the Improvements by the Tenant under this Lease as long as Tenant is not in default of the Lease, except that the Successor Landlord will not: (a) be liable for any previous act or omission of Landlord under this Lease; (b) be subject to any offset, deficiency, or defense that will have accrued to Tenant against Landlord; (c) be bound by any previous modification of this Lease or by any previous prepayment of more than one month's Rent, unless the modification or prepayment will have been expressly approved in writing by the Encumbrance holder; or (d) be liable for the return of any security deposit that was not actually transferred to the Successor Landlord. Within 15 days after request by Landlord or any existing or prospective lender of Landlord, Tenant will execute a commercially reasonable form of subordination, nondisturbance, and attornment agreement that is consistent with this section 17.2. If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant will not exercise such right: (i) until it has given written notice of the act or omission to Landlord and each Encumbrance holder whose name and address have previously been furnished to Tenant, and (ii) until a reasonable period of time for the parties to cure the condition has passed.

## Article 18

### ESTOPPEL CERTIFICATE

Within 15 days after a request is made by a party, the other party will, without charge, give a certification in writing to any person, firm, or corporation reasonably specified by the requesting party stating (a) that this Lease is then in full force and effect and unmodified, or if modified, stating the modifications; (b) that Tenant is not in default in the payment of Rent to Landlord, or if in default, stating the default; (c) that as far as the maker of the certificate knows, neither party is in default in performing or observing any other covenant or condition to be performed or observed under this Lease, or if either party is in default, stating the default; (d) that as far as the maker (if Landlord) of the certificate knows, no event has occurred that authorized, or with the lapse of time will authorize, Tenant to terminate this Lease, or if such an event has occurred, stating the event; (e) that as far as the maker of the certificate knows, neither party has any offsets, counterclaims, or defenses, or, if so, stating them; (f) the dates to which Rent has been paid; and (g) any other matters that may be reasonably requested by the requesting party.

**Article 19**  
**DEFAULT**

The occurrence of any one or more of the following constitutes an event of default under this Lease:

(a) Failure by Tenant to pay Rent or any other amount required to be paid by Tenant to Landlord under this Lease within 10 days after written notice of such nonpayment is given to Tenant; provided, however, that Landlord is not required to give Tenant more than one such notice in any consecutive 12-month period. After giving the first such notice to Tenant during a consecutive 12-month period, Tenant will be deemed in default under this Lease for failure to pay Rent or any other amount within 10 days after the same becomes due, without notice or opportunity to cure;

(b) Failure by Tenant to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after written notice thereof is given to Tenant;

(c) Failure by Tenant, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than as set forth in subsections (a) and (b) above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Tenant; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Tenant begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after Landlord's notice is given to Tenant;

(d) Tenant becomes insolvent; Tenant makes an assignment for the benefit of creditors; Tenant files a voluntary petition in bankruptcy; Tenant is adjudged bankrupt or a receiver is appointed for Tenant's properties; the filing of any involuntary petition of bankruptcy and Tenant's failure to secure a dismissal of the petition within 75 days after filing; or the attachment of or the levying of execution on the leasehold interest and Tenant's failure to secure discharge of the attachment or release of the levy of execution within 30 days.

**Article 20**  
**REMEDIES**

**20.1 Remedies.** Upon the occurrence of an event of default, Landlord may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

(a) Landlord may terminate this Lease by written notice to Tenant.

(b) Landlord or Landlord's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises and the Improvements, to the end that Landlord may have, hold, and enjoy the Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE PREMISES OR THE IMPROVEMENTS BY LANDLORD WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO TENANT.

(c) Landlord may, without terminating the Lease, relet the whole or any part of the Premises and the Improvements from time to time, either in the name of Landlord or otherwise, to any persons, for any terms ending before, on, or after the expiration date of the Term, at any

rentals and on any other conditions (including concessions and free rent) that Landlord determines to be appropriate. To the extent allowed under Oregon law, Landlord will have no obligation to relet all or any part of the Premises or the Improvements and will not be liable for refusing to relet the Premises or the Improvements, or, in the event of reletting, for refusing or failing to collect any rent due on such reletting; and any action of Landlord will not operate to relieve Tenant of any liability under this Lease or otherwise affect such liability. Landlord at its option may make any physical change to the Premises or the Improvements that Landlord, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting Tenant's liability.

(d) Whether or not Landlord retakes possession of or relets the Premises and the Improvements, Landlord has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by Landlord in restoring the Premises or otherwise preparing the Premises and the Improvements for reletting, and all costs incurred by Landlord in reletting the Premises and the Improvements.

(e) To the extent permitted under Oregon law, Landlord may sue periodically for damages as they accrue without barring a later action for further damages. Landlord may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Premises and the Improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If Landlord relets the Premises and the Improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

**20.2 Landlord's Self-Help Right.** If Tenant at any time (a) fails to pay any Tax in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Tenant (or without notice in the event of an emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or from any default by Tenant and without waiving Landlord's right to take any action that is permissible under this Lease as a result of the default, Landlord may, but is under no obligation to, (i) pay any Tax or make any other payment required of Tenant under this Lease, and (ii) perform any other act on Tenant's part to be made or performed as provided in this Lease, and may enter the Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by Landlord and all costs and expenses incurred by Landlord, including reasonable attorney fees, in connection with the performance of any such act will constitute additional rent payable by Tenant under this Lease and must be paid to Landlord on demand.

**20.3 No Waiver.** No failure by Landlord to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Tenant, and no breach by Tenant, may be waived, altered, or modified except by a written instrument executed by Landlord. No waiver of any breach will affect or alter this Lease, but

each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

**20.4 Remedies Cumulative and Nonexclusive.** Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Landlord's or Tenant's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

#### **Article 21**

##### **SALE BY LANDLORD AND LIMITATION OF LANDLORD'S LIABILITY**

**21.1 Sale by Landlord.** If the original Landlord under this Lease, or any successor owner of the Premises, sells or conveys the same, and the new owner assumes the obligations of Landlord under this Lease, all liabilities and obligations on the part of the original Landlord or the successor owner under this Lease accruing thereafter will terminate, and thereupon all such liabilities and obligations will be binding on the new owner. Tenant agrees to attorn to the new owner.

**21.2 Nonrecourse Obligation.** Tenant agrees that, regarding any claim against Landlord, including any claim of default by Landlord under this Lease or in any claim or cause of action arising under this Lease or arising out of the landlord-tenant relationship created by this Lease, the sole and exclusive remedy of Tenant will be against the interests of Landlord in the Premises and its reversionary interest in the Improvements and Landlord will have no other liability hereunder. Tenant will not enforce any judgment against Landlord except against the interest of Landlord in the Premises and its reversionary interest in the Improvements. In no event will any shareholder, member, partner, officer, employee, or agent of Landlord have any personal liability to Tenant. Tenant agrees that this provision will apply to any and all liabilities, claims, and causes of action whatsoever, including those based on any provision of this Lease, any implied covenant, or any statute or common-law principle. Notwithstanding any other provision of this Lease, in no event whatsoever will Landlord be responsible for any consequential or incidental damages or for any action that Landlord believes in good faith is necessary to comply with Legal Requirements with respect to the Premises or the Improvements.

#### **Article 22**

##### **SURRENDER AND HOLDOVER**

**22.1 Condition of Premises and Improvements.** Upon expiration of the Term or earlier termination of this Lease, Tenant will deliver all keys to Landlord and surrender the Premises and the Improvements in good condition and repair and broom clean (reasonable wear and tear excepted), free and clear of all occupancies other than subleases to which Landlord has specifically consented and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Lease or created or suffered by Landlord. Tenant's obligations under this Article will be subject to the provisions of Article 14 relating to damage or destruction and Article 15 relating to condemnation.

**22.2 Tenant's Property.** Before the expiration or earlier termination of this Lease, Tenant will remove all furnishings, furniture, and trade fixtures that remain Tenant's property (the "Tenant's Property"). If Tenant fails to do so, at Landlord's option, (a) the failure to remove Tenant's Property will be deemed an abandonment of Tenant's Property, and Landlord may



retain Tenant's Property and all rights of Tenant with respect to it will cease; or (b) by written notice given to Tenant, Landlord may elect to hold Tenant to Tenant's obligation of removal, in which case Landlord may effect the removal, transportation, and storage of Tenant's Property and Tenant will reimburse Landlord for the costs incurred in connection therewith on demand.

**22.3 Holding Over.** Any holding over after the expiration of the Term with the written consent of Landlord will be construed to be a tenancy from month-to-month, same Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Landlord consents to Tenant holding over, either party may thereafter terminate the tenancy at any time on 30 days' advance written notice to the other party.

Any holding over after the expiration of the Term without the written consent of Landlord will be construed as a tenancy at sufferance (which Landlord may terminate at any time without notice) and Tenant will be liable for any and all damages resulting from such unauthorized holdover (including, but not limited to, any and all damages that Landlord is required to pay a new tenant for failing to timely deliver any portion of the Premises or the Improvements).

**Article 23  
CONDITION OF PREMISES**

Tenant acknowledges that it has examined the physical condition of the Premises (including whether the Premises contains any Hazardous Substances or fails to comply with any Environmental Laws) and as a result agrees to accept the Premises in "as-is" condition, with all faults. Tenant further acknowledges that no representations or warranties regarding the condition of the Premises have been made by Landlord or any agent or person acting for Landlord.

**Article 24  
QUIET ENJOYMENT**

On paying the Rent and adhering to all covenants, agreements, and conditions of this Lease, Tenant will have quiet enjoyment of the Premises during the Term without hindrance or disturbance by any person claiming by, through, or under Landlord, subject, however, to the Permitted Exceptions.

**Article 25  
NOTICES**

**25.1 Notice Parties and Means of Delivery.** Any notice required or permitted by the terms of this Lease will be deemed given if delivered personally, sent by United States registered or certified mail, postage prepaid, return receipt requested, or sent by fax with electronic confirmation of fax receipt, and addressed as follows:

If to Landlord:     \_\_\_\_City of Warrenton\_\_\_\_\_  
                              P.O. 250, Warrenton, OR 97146

Attn:                 \_\_\_\_City Manager\_\_\_\_\_  
Fax:                 \_\_\_\_503-861-2351\_\_\_\_\_  
With a copy to:     \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_

Attn:                 \_\_\_\_\_  
Fax:                 \_\_\_\_\_  
If to Tenant:        \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_

Attn:                 \_\_\_\_\_  
Fax:                 \_\_\_\_\_

With a copy to: \_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

**25.3 Copies of Certain Notices to Tenant.** Tenant will immediately send to Landlord, in the manner prescribed in this Article, copies of all notices that Tenant receives with respect to the Premises or the Improvements from any government authority, fire regulatory agency, or similarly constituted body, and copies of its responses to those notices.

**25.4 Failure to Notify of Change of Address or Refusal to Accept a Notice.** Notwithstanding anything in this Article to the contrary, any notice mailed to the last-designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease or this Article will not be deemed ineffective if actual delivery cannot be made because of a change of address of the person or party to which the notice is directed or the failure or refusal of such a person or party to accept delivery of the notice.

#### **Article 26 MISCELLANEOUS**

**26.1 Survival.** All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

**26.2 Invalidity.** If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

**26.3 Force Majeure.** If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

**26.4 Nonmerger.** There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting the merger and duly record the same.

**26.5 Entire Agreement; Counterparts.** This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or

terminated only by an instrument in writing executed by the parties. Tenant and Landlord mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease. This Lease may be executed in any number of counterparts, including by fax signatures, each of which will constitute an original, but all of which will constitute one Lease.

**26.6 Applicable Law.** This Lease will be governed by, and construed in accordance with, the laws of the State of Oregon.

**26.7 Brokerage.** Landlord and Tenant represent to each other that they have not employed any brokers in negotiating and consummating the transaction set forth in this Lease, but have negotiated directly with each other.

**26.8 Binding Effect.** The covenants and agreements contained in this Lease are binding on and inure to the benefit of Landlord, Tenant, and their respective successors and assigns.

**26.9 Recordation of Lease.** Tenant may elect that a copy of this Lease or a memorandum of it, executed and acknowledged by both parties, be recorded in the public records of Clatsop County, Oregon. Tenant will pay the recording costs.

**26.10 Time Is of the Essence.** Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

**26.11 Interpretation.** In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. Landlord and Tenant acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

**26.12 Headings, Captions, and References.** The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

**26.13 Relationship of Parties.** Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Landlord and Tenant.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed by their duly authorized representatives as of the day and year first written above.

LANDLORD:

/s/ \_\_\_\_\_,  
a(n)

\_\_\_\_\_

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

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

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

TENANT:

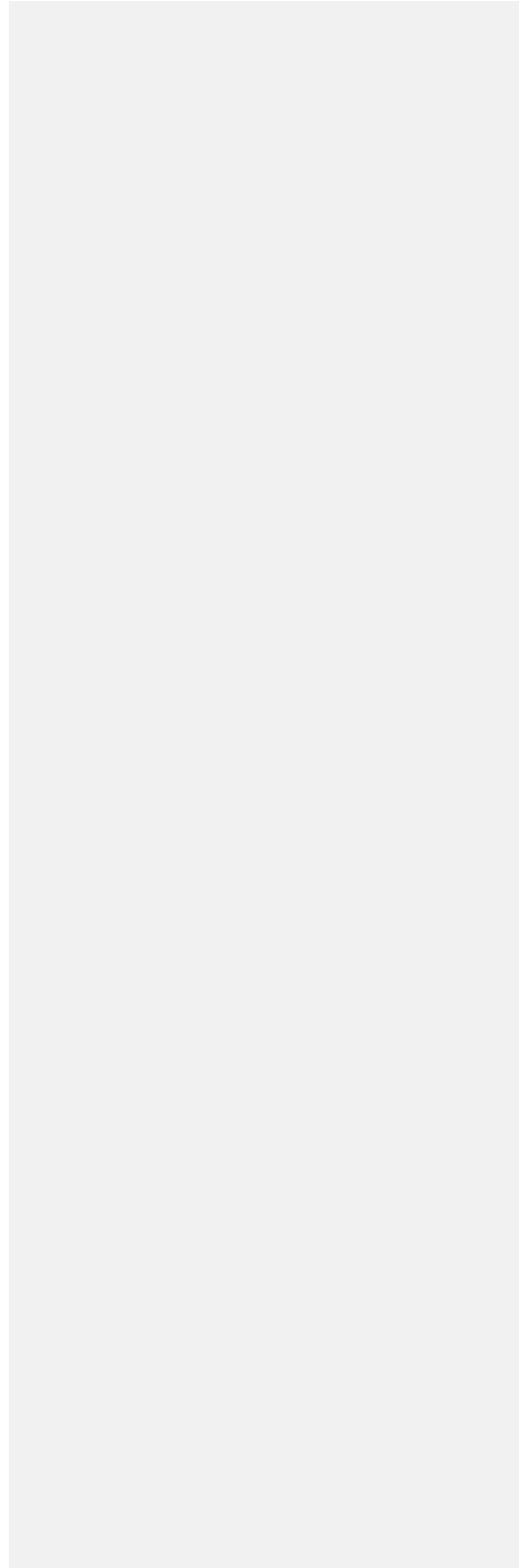
/s/ \_\_\_\_\_,  
a(n)

\_\_\_\_\_

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

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

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



**EXHIBIT A**  
**Property**

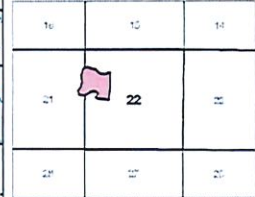
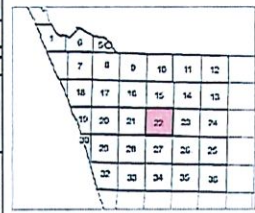
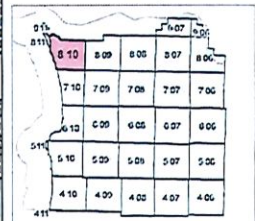
Lots 1 through 4, Block 16, East Warrenton, City of Warrenton, Clatsop County, State of Oregon

**EXHIBIT B**  
**Site Plan**

Commented [HM10]: I was not sure if there was a site plan of what is on the property, etc. If not this can be deleted along with any references in the Lease.

8 10 22 BC  
 CLATSOP COUNTY  
 SW 1/4 NW 1/4 SEC. 22 T8N R10W WM  
 0 62.5 125 250 ft

Scale 1:1,200



CANCELLED TAXLOT NUMBERS

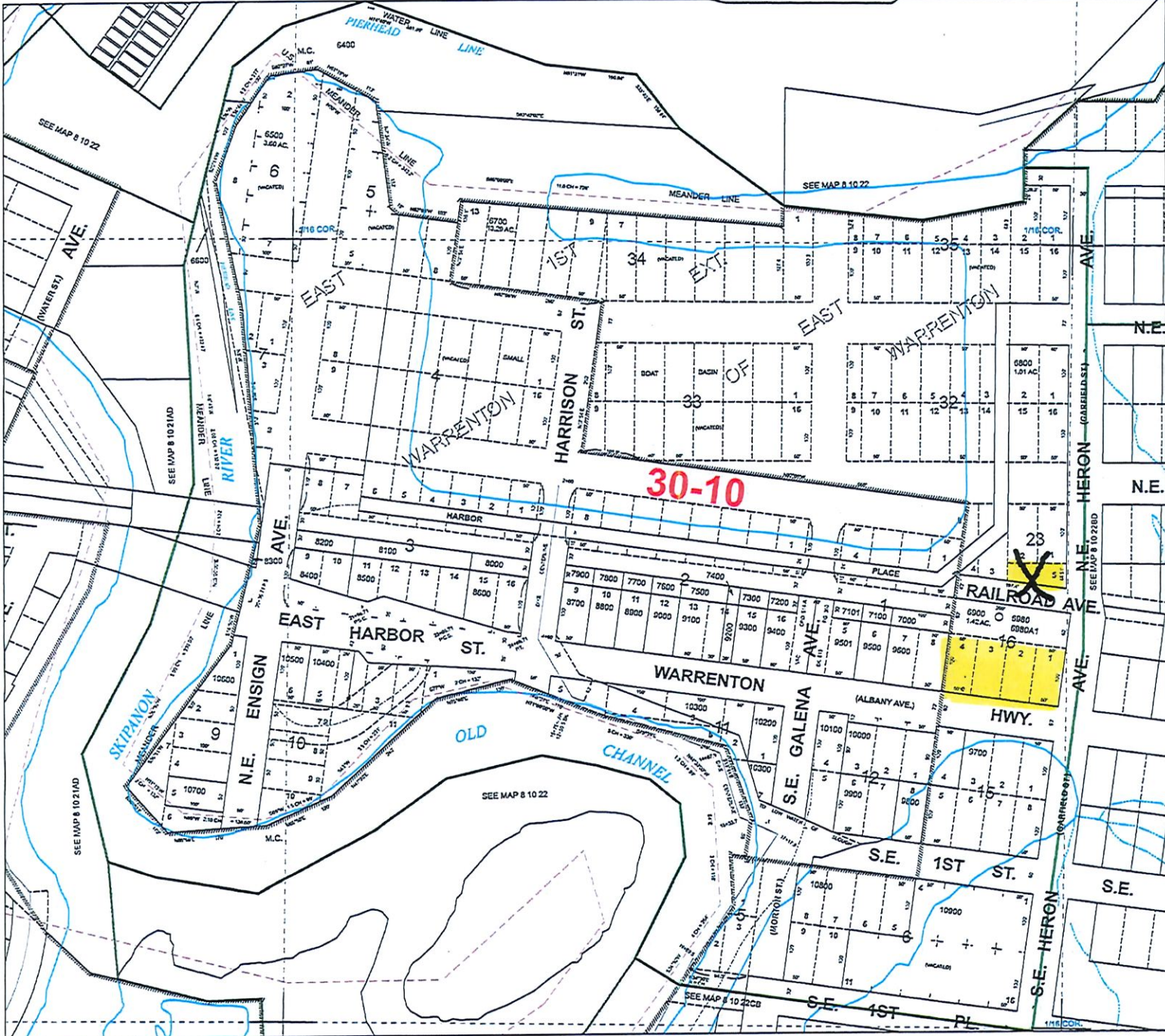
100	1400	2700	4000	5300
200	1500	2800	4100	5400
300	1600	2900	4200	5500
400	1700	3000	4300	5600
500	1800	3100	4400	5700
600	1900	3200	4500	5800
700	2000	3300	4600	5900
800	2100	3400	4700	6000
900	2200	3500	4800	6100
1000	2300	3600	4900	6200
1100	2400	3700	5000	6300
1200	2500	3800	5100	6400
1300	2600	3900	5200	6500



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[www.co.clatsop.or.us](http://www.co.clatsop.or.us)

This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.

PLOT DATE: 12/04/2019  
 8 10 22 BC





## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Collin Stelzig P.E., Public Works Director  
DATE: August 23, 2022  
SUBJ: Professional Services Contract for East Harbor Waterline Project

### SUMMARY

On June 15<sup>th</sup>, 2022 Public Works advertised the Request for Qualifications (RFQ) in order to select a qualified firm to help the City complete the upsize of a 6-inch and 8-inch water main with an 18-inch water main, from SE 5<sup>th</sup> St on SE Marlin Ave to Downtown. Three Statements of Qualifications (SOQ) were submitted to the City and from those, Murrsmith was selected as the most qualified firm.

Public Works recommends Murrsmith to complete services related to project management, design, permitting and bid phase services for the East Harbor to Downtown Water Line Upsize as detailed in their scope of work. Their proposal totaling a not to exceed price of \$242,469 and a City contract are attached.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to approve the professional services contract with Murrsmith Inc. for project management, design, permitting and bid phase services for the East Harbor to Downtown Water Line Project."*

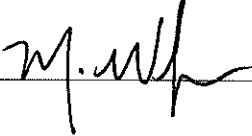
### ALTERNATIVE

- 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 2022-2023 Adopted Budget.

Approved by City Manager:  08-15-2022

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

## **EXHIBIT A**

# **SCOPE OF WORK EAST HARBOR TO DOWNTOWN WATER LINE UPSIZE CITY OF WARRENTON**

### **Project Overview and Understanding**

The City of Warrenton (City) owns and operates a public drinking water system that serves a population of about 9,000 people. The City's water supply comes from the Lewis and Clark River and its tributaries located in the Youngs Bay watershed. Raw water is conveyed to the water treatment plant (WTP) by gravity through a pipeline and treated by microfiltration and disinfection processes. Potable water is provided to over 3,300 accounts, both inside and outside the City corporation limits, through a distribution system consisting of 90+ miles of piping, three reservoirs and two booster pumping stations.

In 2017, the City requested Murraysmith, Inc. prepare the City's Water Master Plan (WMP), which documents key water system information and provides analysis and recommendations that inform infrastructure development and operational decisions by City staff. The final WMP, issued in July 2018, included a Capital Improvements Plan (CIP) with individual projects grouped by implementation timeframes. One of the CIP projects, identified as "P-4," includes upsizing 6,050 linear feet (LF) of 6- and 8-inch diameter pipe to 18-inch diameter pipe along Harbor Drive. The City plans to currently construct a portion of project P-4 with the balance of the project built in the future. The City wishes to construct approximately 4,600 LF of project P-4, beginning near the intersection of Marlin Drive and SE 5<sup>th</sup> Street, and ending prior to the bridge on Harbor Drive. This Project, delineated as "East Harbor to Downtown Water Line Upsize," is shown in Figure 1 for reference.

In June 2022, the City issued a Request for Qualifications (RFQ) soliciting Statements of Qualifications (SOQ) from firms/ individuals to provide design and bid phase services for the proposed Project. The City scored received SOQs and selected Murraysmith, Inc. to provide the requested services.

Murraysmith, Inc. (Consultant) has prepared this Scope of Work for Design and Bid Phase Services for the outlined East Harbor to Downtown Water Line Upsize Project delineated in Figure 1.

### **Contract Duration and Schedule**

Contract term shall be from the date contract is fully executed until conclusion of project bidding phase, anticipated for August 2023 (approximately 11 months). The anticipated project schedule is shown in Table 1.

Table 1  
Project Schedule

Task	Anticipated Completion
Consultant Notice to Proceed	September 1, 2022
Data Collection, Survey and Mapping	October 31, 2022
Permitting Support	May 31, 2023
Preliminary Design	January 31, 2023
Final Design	May 31, 2023
Bid Advertisement	July 1, 2023
Bid Opening	August 4, 2023

## Project Team

Murraysmith (the Consultant) will serve as the prime consultant for this project. They will lead a team of sub-consultants (when necessary) responsible for completing services identified in this scope of work. The project team and responsibilities are listed in Table 2 below.

Table 2  
Project Team

Consultant	Responsibilities	Primary Contact
Murraysmith	Civil Engineering & Design	<i>Name:</i> Andy Miles, PE <i>Phone:</i> 360-448-2857 <i>Email:</i> <a href="mailto:Andy.Miles@murraysmith.us">Andy.Miles@murraysmith.us</a>
S&F Land Services	Surveying	<i>Name:</i> Jack White, PLS <i>Phone:</i> 503-738-3425 <i>Email:</i> <a href="mailto:jack.white@sflands.com">jack.white@sflands.com</a>

## Scope of Services

Consultant will perform the following services.

- Task 1 – Project Management
- Task 2 – Data Collection, Survey and Mapping
- Task 3 – Permitting Support
- Task 4 – Preliminary Design
- Task 5 – Final Design
- Task 6 – Bid Phase Services

Construction phase services will be provided upon City request as an amendment to this contract.

### Task 1 - Project Management

#### *Objective*

Provide and perform project administration, management activities, and ongoing coordination for the project. This task includes technical and financial management and maintaining project contact and communications with City staff. Subtasks including the following:

#### *Subtask 1.1 Project Management and Coordination*

Provide comprehensive project management to include the following:

- Manage the project scope, schedule, and budget.
- Coordinate with City staff during the project.
- Prepare monthly progress reports to be submitted with invoices. Monthly progress reports will include task level budget status. Billings will include labor classification, hourly rate, and hours charged to the project.

#### *Subtask 1.2 Project Meetings*

Schedule and attend project meetings as follows:

- Project 'kick-off' meeting.
- Monthly 'check-in' meetings.
- Preliminary and Final Design deliverables review meetings.

For each meeting, prepare agenda and summary notes.

### *Subtask 1.3 Quality Assurance and Quality Control*

All project deliverables will be reviewed for Quality Assurance and Quality Control (QA/QC) by the Consultant's QA/QC review team. In addition, the Consultant's QA/QC review team will provide technical assistance throughout the project design.

#### *Task 1 Assumptions*

- Consultant assumes a Notice to Proceed (NTP) date by September 1, 2022.
- Kick-off meeting will be held in-person at the City office and/or at project site.
- Monthly check-in and design review meetings will be held via phone or online platform (i.e., Microsoft Teams).
- Project duration is approximately 11 months.
- Schedule and conduct kick-off meeting.
  - Meeting is assumed to be two hours in length and attended by Consultant Project Manager and Project Engineer.
- Schedule and conduct 9 monthly check-in meetings.
  - Each meeting is assumed to be one hour in length and attended by the Consultant Project Manager.
- Schedule and conduct Preliminary (50%) and Final (90% and 100%) Design deliverables review meetings.
  - Each meeting is assumed to be two hours in length and attended by the Consultant Project Manager.

#### *Task 1 Deliverables*

- Monthly invoice and status report.
- Meeting agendas and notes for all meetings attended under this task.

## **Task 2 – Data Collection, Survey and Mapping**

### *Objective*

Identify, gather, and review project background information necessary to complete the Design. Perform land surveying to develop base mapping for Design.

#### *Subtask 2.1 Review Client-Provided Documents*

This subtask includes assimilating and reviewing the data and documents relating to the City's existing water system facilities within the project limits (see Figure 1). The City shall provide to the Consultant the following information and documents:

- Contact information for all utilities within the project limits.
- City utility as-built/record drawings. Documents shall be in PDF format.

- City GIS mapping. Data shall include georeferenced files of all database elements for the project area.

The preceding information list may be amended as needed by the Consultant in writing. The City shall provide the requested information at no cost to the Consultant.

### *Subtask 2.2 Topographic Survey*

This subtask includes performing land surveying and mapping along the project alignment identified in Figure 1. The proposed mapping area will extend 100-feet beyond the project terminus points and extend the width of the rights-of-way along Harbor Drive and Marlin Drive. Surveying and mapping services will be performed by S&F Land Services.

Detailed topographic survey work will include:

- Field survey of existing above ground features (i.e., edges of pavement, curb ramps, grade breaks, concrete sidewalk joints, buildings, improvements, trees [label size and species of all trees greater than 5-inch dbh], shrubs, utilities, signs, survey monuments, etc.)
- Elevations with one-foot contour intervals.
- Below-ground utilities located from One Call locate paint marks, including at grade castings.

### *Subtask 2.3 Site Visit / Field Review*

This subtask includes visiting the project site and reviewing the existing waterline alignment and field conditions. Consultant personnel shall be guided by City personnel and provided authorized access necessary for completion of task activities. In addition to verifying the existing conditions, Consultant and City personnel will delineate preliminary alignment of the new waterline and potential locations of water system appurtenances such as gate valves and blow-off valves. The preliminary alignment and appurtenance locations shall be used to develop the Design documents. Consultant will also identify areas that require supplemental surveying and mapping to provide topographical detail necessary for preparing the Design documents.

### *Subtask 2.4 Utility Coordination*

The Consultant will perform utility coordination work related to public and private utilities that may be present within the project limits. The public utilities may include water, irrigation, sanitary sewer, storm sewer, gas, power, and communication facilities.

Utility coordination efforts will include:

- Develop a utility contact information list and email project information letters to utility companies involved to explain nature of the work.
- Provide project preliminary plans to each utility at 50% and 90% design levels.
- Maintain a record of correspondence with utility companies.

- Identify conflicts with water line relocation and notify impacted utilities.
- Meet with utilities on-site to review location of existing utilities. Budget includes three on-site meetings.

### *Task 2 Assumptions*

- City will provide to the Consultant the data identified in Subtask 2.1 within ten (10) working days of initial request.
- Topographic survey shall be based on Oregon State Place horizontal datum and NAVD 88 vertical datum.
- Consultant to contact One Call and provide utility location services as part of topographic survey work.
- City will provide Consultant authorized access to water facilities. City personnel shall guide and accompany Consultant during site visit/field review.
- Site visit shall be attended by Consultant Project Manager and Project Engineer.
- Most potential utility conflicts with the new waterline can be avoided through careful design of new facilities.

### *Task 2 Deliverables*

- Base mapping will be prepared in AutoCAD® 2019 drawing format and provided to the City as electronic Portable Document Format (PDF) file.

## **Task 3– Permitting Support**

### *Objective*

Provide support for required project permitting, including the following:

#### *Subtask 3.1 Oregon DOT Utility Permit*

Given that Harbor Drive and Marlin Drive are State of Oregon highways, utility permits are required for the installation, maintenance, and operation of utility facilities on state highway right-of-way and properties under the jurisdiction of the Oregon Department of Transportation (ODOT). This subtask includes discussions with ODOT staff, review of draft permitting materials with ODOT staff, and preparing and submitting an application for an ODOT Permit to Occupy or Perform Operations on a State Highway.

#### *Subtask 3.2 Oregon DEQ Construction Stormwater General Permit*

Based on the anticipated land disturbance for the project (> 1 acre), the Oregon Department of Environmental Quality (DEQ) requires a Construction Stormwater General Permit (1200-C). The Design documents will include erosion and sediment control plans which will be utilized as the supporting documents for the County permit application. This subtask includes preparing a Storm

Water Pollution Prevention Plan (SWPPP) and Dewatering Plan and completing the application for the Construction Stormwater General Permit.

### *Task 3 Assumptions*

- The City shall be responsible for payment of all application and permit fees.

### *Task 3 Deliverables*

- Electronic PDF copies of the following documents:
  - Completed application for the Permit to Occupy or Perform Operations on a State Highway (DOT)
  - Completed application for the Construction Stormwater General Permit (1200-C) including SWPPP (DEQ)

## **Task 4 – Preliminary Design**

### *Objective*

Prepare Preliminary Design documents based on preliminary alignment routing developed in Subtask 2.3.

### *Subtask 4.1 Develop 50% Design Documents*

This subtask includes preparing Preliminary (50%) Design documents, including the following:

- Construction Drawings – see Table 3 for list of included sheets.
- Construction Specifications – detailed table of contents.
- Contract (Front-End) Documents – detailed table of contents.
- Engineer’s Opinion of Probable Construction Costs (OPCC) – summary of construction item quantities based on the Preliminary Design and estimated unit prices for developing an OPCC commensurate with 50% Design level.

This subtask also includes a Preliminary (50%) Design review meeting with the City and Consultant to discuss comments and field questions from the 50% Design submittal.

### *Task 4 Assumptions*

- City will provide their standard/required Front-End Documents in Microsoft Word format. Construction Specifications will be prepared by the Consultant using Construction Specifications Institute (CSI) format, Divisions 1 through 48.
- City will provide written review comments.
- City review time is two (2) weeks from document submittal.
- City will attend and participate in Preliminary (50%) Design review meeting.



- OPCC To be completed in accordance with the Association for the Advancement of Cost Engineering International (AACE) Class 4 standards, with an expected accuracy range of +30 to -20 percent, as recommended for a preliminary design level of project definition.

#### *Task 4 Deliverables*

- Electronic PDF copies of the Preliminary Design documents.

### **Task 5 – Final Design**

#### *Objective*

Prepare Final Design documents based on Preliminary Design documents, including Construction Drawings, Construction Specifications, and Front-End documents for soliciting bids and constructing the project.

#### *Subtask 5.1 Develop 90% Design Documents*

This subtask includes preparing 90% Design documents, including the following:

- **Construction Drawings** – see Table 3 for list of included sheets.
- **Construction Specifications** – specifications covering the materials and constructions included in the Construction Drawings.
- **Contract (Front-End) Documents** – front-end documents necessary for bidding by the City, including Bid Schedule.
- **Engineer’s Opinion of Probable Construction Cost (OPCC)** – summary of construction item quantities based on the 90% Design and estimated unit prices for developing an OPCC commensurate with 90% Design level.

This subtask also includes a 90% Design review meeting with the City and Consultant to discuss comments and field questions from the 90% Design submittal.

#### *Subtask 5.2 Develop 100% Design Documents*

This subtask includes preparing 100% Design documents, including the following:

- **Construction Drawings** – see Table 3 for list of included sheets.
- **Construction Specifications** – specifications covering the materials and constructions included in the Construction Drawings and incorporating received City comments.
- **Contract (Front-End) Documents** – front-end documents necessary for bidding by the City, including Bid Schedule, and incorporating received City comments.
- **Engineer’s Opinion of Probable Construction Cost (OPCC)** – summary of construction item quantities based on the 100% Design and estimated unit prices for developing an OPCC commensurate with 100% Design level.

### *Task 5 Assumptions*

- City will provide written review comments.
- City review time is two (2) weeks for each document submittal.
- City will attend and participate in Final (90% and 100%) Design review meetings.

### *Task 5 Deliverables*

- Electronic PDF copies of the Final Design Documents.

## **Task 6 – Bid Phase Services**

### *Objective*

Provide services during the Bid Phase, including the following:

#### *Subtask 6.1 Pre-Bid Conference*

This subtask includes conducting the Pre-Bid conference and providing written summary of questions and comments from the conference to the City.

#### *Subtask 6.2 Respond to Bidder Inquiries*

This subtask includes providing written responses to bidder inquiries (Requests for Information [RFI]) during the bid phase. Subtask also includes assisting the City with preparing contract addenda as needed.

#### *Subtask 6.3 Review Bids and Recommend Award*

This subtask includes attending the bid opening, tabulating bids, assisting in review and evaluation of bids, and providing recommendation of award.

### *Task 6 Deliverables*

- Pre-Bid Conference Meeting Agenda and Summary
- Response to Bidder RFIs and Addenda as required
- Bid Tabulation
- Recommendation of Award

### *Task 6 Assumptions*

- City will publish the Advertisement for Bids and pay all costs.
- City will distribute bidding documents, responses to bidder inquires, addenda, and maintain a plan holders list.
- Up to ten (10) RFI responses and one (1) addendum is included in the budget.

- Construction phase services will be provided upon City request as an amendment to this contract.

## Compensation

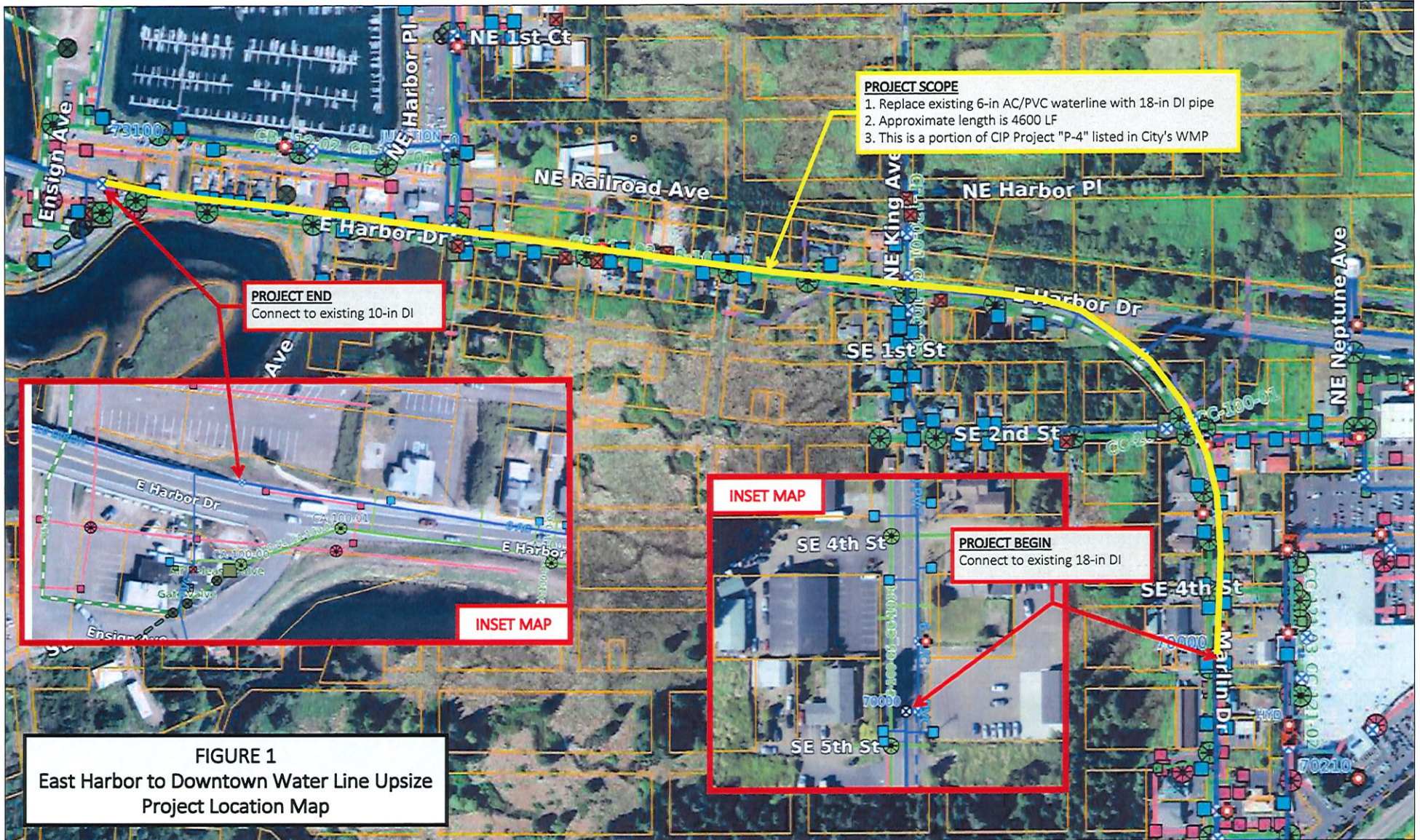
Work will be performed on a time and expense basis with a total not to exceed amount of \$242,469 in accordance with the firm’s current standard Schedule of Charges in effect at the time the work is performed.

**Table 3**  
**Construction Plan Submittal Matrix**

Sheet Name <sup>1</sup>	Sheet Count	Submittal Milestone		
		50%	90%	100%
<b>GENERAL</b>				
Cover and Title Sheet	1	●	●	●
Symbols, Abbreviations and Legend	1	●	●	●
General Notes	1	●	●	●
Project Overview Map and Survey Control	1	●	●	●
<b>CIVIL</b>				
Waterline Plan and Profile <sup>2</sup>	8	●	●	●
Details	3		●	●
Erosion Control (ESC) Cover	1		●	●
ESC Notes	1		●	●
ESC Plans	4		●	●
ESC Details	2		●	●
<b>Total Sheets</b>	<b>23</b>	<b>12</b>	<b>23</b>	<b>23</b>

**Notes:**

- Construction drawings will be prepared on 22" x 34" sheets.
- Plan views will be drawn to 1"=20' horizontal scale. Profile views will be drawn to 1"=5' scale.



**PROJECT SCOPE**  
 1. Replace existing 6-in AC/PVC waterline with 18-in DI pipe  
 2. Approximate length is 4600 LF  
 3. This is a portion of CIP Project "P-4" listed in City's WMP

**PROJECT END**  
 Connect to existing 10-in DI

**INSET MAP**

**PROJECT BEGIN**  
 Connect to existing 18-in DI

**FIGURE 1**  
 East Harbor to Downtown Water Line Upsize  
 Project Location Map

**Disclaimer:**  
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EAST HARBOR TO DOWNTOWN WATER LINE UPSIZE  
CITY OF WARRENTON, OREGON  
PROPOSED FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)								Hours	Labor	Subsconsultants S&F Land Services	Subconsultant Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$/hr	Total
	Principal Engineer III	Professional Engineer VII	Professional Engineer III	Professional Engineer VIII	Cost Estimator III	Technician III	Administrative II									
	Alderman	Miles	Connors	Bugingo	Griesinger	McFaddin	Steinberg									
<b>Task 1 - Project Management</b>																
Task 1.1 - Project Management and Coordination	4	88						9	101	\$ 20,425	1.1	\$ -	\$ -	\$ -	\$ -	\$ 20,425
Task 1.2 - Project Meetings		37	2						39	\$ 7,975	1.1	\$ -	\$ 234	\$ -	\$ -	\$ 8,209
Task 1.3 - Quality Assurance and Quality Control	6	8							14	\$ 3,244	1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,244
<b>Task 1 Subtotal</b>	<b>10</b>	<b>133</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>154</b>	<b>\$ 31,644</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 234</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,878</b>
<b>Task 2 - Data Collection, Survey and Mapping</b>																
Task 2.1 - Review Client-Provided Documents		4	8						8	\$ 3,427	1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,427
Task 2.2 - Topographic Survey									8	\$ 1,218	\$ 19,852	1.1	\$ 21,837	\$ -	\$ -	\$ 23,055
Task 2.3 - Site Visit / Field Review		8	8						16	\$ 3,045	1.1	\$ -	\$ 234	\$ -	\$ -	\$ 3,279
Task 2.4 - Utility Coordination		8	39						47	\$ 8,363	1.1	\$ -	\$ 351	\$ -	\$ -	\$ 8,714
<b>Task 2 Subtotal</b>	<b>0</b>	<b>20</b>	<b>55</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>91</b>	<b>\$ 16,052</b>	<b>\$ 19,852</b>	<b>\$ 21,837</b>	<b>\$ 585</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 38,474</b>
<b>Task 3 - Permitting Support</b>																
Task 3.1 - Oregon DOT Utility Permit		4	16	8					8	\$ 6,569	1.1	\$ -	\$ -	\$ -	\$ -	\$ 6,569
Task 3.2 - Oregon DEQ Construction Stormwater Permit		4	24						8	\$ 6,171	1.1	\$ -	\$ -	\$ -	\$ -	\$ 6,171
<b>Task 3 Subtotal</b>	<b>0</b>	<b>8</b>	<b>40</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>72</b>	<b>\$ 12,740</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,740</b>
<b>Task 4 - Preliminary Design</b>																
Task 4.1 - Develop 50% Design Documents	2	60	160	8	16	72	8		326	\$ 58,387	1.1	\$ -	\$ -	\$ -	\$ 288	\$ 58,675
<b>Task 4 Subtotal</b>	<b>2</b>	<b>60</b>	<b>160</b>	<b>8</b>	<b>16</b>	<b>72</b>	<b>8</b>		<b>326</b>	<b>\$ 58,387</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 288</b>	<b>\$ 58,675</b>
<b>Task 5 - Final Design</b>																
Task 5.1 - Develop 90% Design Documents	2	40	120	4	16	138	8		328	\$ 56,507	1.1	\$ -	\$ -	\$ -	\$ 288	\$ 56,795
Task 5.2 - Develop 100% Design Documents	2	20	60	2	16	69	16		185	\$ 31,954	1.1	\$ -	\$ -	\$ -	\$ 288	\$ 32,242
<b>Task 5 Subtotal</b>	<b>4</b>	<b>60</b>	<b>180</b>	<b>6</b>	<b>32</b>	<b>207</b>	<b>24</b>		<b>513</b>	<b>\$ 88,461</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 576</b>	<b>\$ 89,037</b>	
<b>Task 6 - Bid Phase Services</b>																
Task 6.1 - Pre-Bid Conference		12							12	\$ 2,509	1.1	\$ -	\$ 117	\$ -	\$ -	\$ 2,626
Task 6.2 - Respond to Bidder Inquiries		24	8						32	\$ 6,390	1.1	\$ -	\$ -	\$ -	\$ -	\$ 6,390
Task 6.3 - Review Bids and Recommend Award	2	2	8					2	14	\$ 2,531	1.1	\$ -	\$ 117	\$ -	\$ -	\$ 2,648
<b>Task 6 Subtotal</b>	<b>2</b>	<b>38</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>		<b>58</b>	<b>\$ 11,431</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 234</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,665</b>
<b>TOTAL - ALL TASKS</b>	<b>18</b>	<b>319</b>	<b>453</b>	<b>22</b>	<b>48</b>	<b>311</b>	<b>43</b>		<b>1214</b>	<b>\$ 218,735</b>	<b>\$ 19,852</b>	<b>\$ 21,837</b>	<b>\$ 1,053</b>	<b>\$ 864</b>	<b>\$ 242,469</b>	



**EXHIBIT C**  
**2022 SCHEDULE OF CHARGES**

**Personnel:**

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2022 through December 31, 2022. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2022 Rates</u>	<u>Billing Classifications</u>	<u>2022 Rates</u>
Principal Engineer VI	\$292	Cost Estimator III	\$263
Principal Engineer V	\$281	Cost Estimator II	\$210
Principal Engineer IV	\$270	Cost Estimator I	\$158
Principal Engineer III	\$258	Construction Manager VIII	\$238
Principal Engineer II	\$249	Construction Manager VII	\$230
Principal Engineer I	\$239	Construction Manager VI	\$214
Professional Engineer IX	\$229	Construction Manager V	\$197
Engineering Designer IX	\$220	Construction Manager IV	\$187
Professional Engineer VIII	\$218	Construction Manager III	\$170
Engineering Designer VIII	\$208	Construction Manager II	\$157
Professional Engineer VII	\$206	Construction Manager I	\$140
Engineering Designer VII	\$199	Inspector VII	\$197
Professional Engineer VI	\$196	Inspector VI	\$181
Engineering Designer VI	\$189	Inspector V	\$164
Professional Engineer V	\$185	Inspector IV	\$153
Engineering Designer V	\$177	Inspector III	\$136
Professional Engineer IV	\$174	Inspector II	\$122
Engineering Designer IV	\$174	Inspector I	\$105
Professional Engineer III	\$169	Technician IV	\$168
Engineering Designer III	\$169	Technician III	\$150
Engineering Designer II	\$155	Technician II	\$130
Engineering Designer I	\$143	Technician I	\$110
Principal III	\$295	Project Coordinator IV	\$158
Principal II	\$270	Project Coordinator III	\$147
Principal I	\$245	Project Coordinator II	\$131
Project Manager III	\$225	Project Coordinator I	\$116
Project Manager II	\$200	Administrative III	\$116
Project Manager I	\$175	Administrative II	\$107
		Administrative I	\$94

**Project Expenses:**

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

**Outside Services:**

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

**CITY OF WARRENTON  
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract, made and entered into this \_\_\_\_\_ day of August 2022, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Murrsmith , hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

WHEREAS, the CITY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide project management, design, permitting and bid phase services for the City of Warrenton, as outlined in the attached Scope of Work (attachment A).

B. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$242,469.00 for performance of (type of professional service);

B. The CONSULTANT will submit a final invoice referencing 29-430-620011 for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to [ap@ci.warrenton.or.us](mailto:ap@ci.warrenton.or.us). City pays net 21 upon receipt of invoice.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the CITY the CONSULTANT's employer identification number, as designated by the Internal Revenue Service, or CONSULTANT's Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be David Stangel.

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

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

C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS



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

#### 14. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless the City of Warrenton, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, CONSULTANT, or others resulting from or arising out of CONSULTANT's negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and The City of Warrenton this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

With respect to Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

#### 15. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT's cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTs, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force,

stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220

CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the prosecution of the work provided for this contract.

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTS, if any, and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by CONSULTANTS performing the same or similar services at the time CONSULTANT's services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

22. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries.

23. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

24. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

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

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: \_\_\_\_\_  
Henry A. Balensifer, Mayor                      Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_                      Date  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dawne Shaw, CMC, City Recorder                      Date



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Collin Stelzig P.E., Public Works Director  
DATE: August 23, 2022  
SUBJ: Iredale Culvert Replacement Project – Advertise to Bid

### SUMMARY

The City contracted with North Coast Civil Design to design a replacement storm drainage pipe on Iredale Street from 7th avenue north to the parking area next to the Hammond Marina. The debilitated pipe system is approximately 1,050' in length and drains a portion of the downtown Hammond area. The system is made up of different, inadequate sizes and different types of pipe with constant repairs. The function of the pipe for drainage has been compromised and allows localized flooding.

Public Works is seeking Commission approval to advertise the request for bids for the Iredale Culvert Replacement project. Bid items will include traffic control, excavation, asphalt paving, furnish and installation of 30 and 36 – inch culvert pipe, tide gate, as well as survey and record drawings. Final project completion shall be 90 days from the Notice to Proceed. The engineers estimated cost of construction is \$533,000.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to approve advertising the request for bids for the Iredale Culvert Replacement Project."*

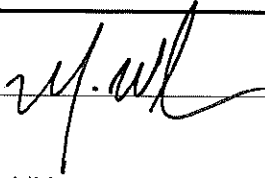
### ALTERNATIVE

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

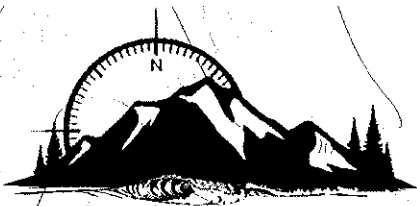
**FISCAL IMPACT**

This project has been approved by the City Commission and is included in the City of Warrenton 2022-2023 Adopted Budget.

Approved by City Manager: \_\_\_\_\_



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



**NORTH COAST**  
CIVIL DESIGN

## **CITY OF WARRENTON, OREGON**

### **CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS**

for:

### **IREDALE CULVERT REPLACEMENT PROJECT (HAMMOND, OREGON)**

Submitted to:

City of Warrenton  
Attention: T. Hayrynen,  
Public Works Engineering Technician  
45 SW 2nd Street/P.O. Box 250  
Warrenton, OR 97146  
Phone: 503.861.0917

Prepared By:

North Coast Civil Design, LLC  
Attention: Kyle Ayers, PE  
Project Manager  
35240 Tohl Ave  
Nehalem, Oregon  
Phone: 503.440.1088

AUGUST 2022

NC Civil Project No. 21002War



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# CONTRACT DOCUMENTS

## INVITATION TO BID

Sealed bids for the Iredale Culvert Replacement Project will be received and accepted via the online electronic bid services through QuestCDN vBid ([www.questcdn.com](http://www.questcdn.com)) until **2:00 P.M.**, Pacific Standard Time, on **Thursday, September 15, 2022** for the Owner, City of Warrenton, 45 SW 2<sup>nd</sup> 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 Hammond, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Replace the Iredale Storm drainage culvert. The work will be accomplished in the Fall of 2022.

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

1. Prior to Construction: Prepare and submit a Project Plan and Schedule for Engineer/City Approval
2. Prior to Construction: Obtain ODOT Right-of-Way Permit
3. Demo and Replace existing storm drainage culvert
4. De-Watering required throughout the project
5. Repave street crossings from culvert replacement
6. Add shoulder rock as required by Engineer

Complete digital project bidding documents are available at <http://www.questcdn.com>. You may download the digital plan documents for \$15.00 by inputting Quest project #8275849 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. Please contact Kyle Ayers, P.E., 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]. 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 **Thursday, September 15, 2022**. 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**



# INSTRUCTIONS TO BIDDERS

## 1. THE PROJECT:

The work of this project will take place in Hammond, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Replace the Iredale Storm drainage culvert. The work will be accomplished in the fall/winter of 2022.

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

1. Prior to Construction: Prepare and submit a Project Plan and Schedule for Engineer/City Approval
2. Prior to Construction: Obtain ODOT Right-of-Way Permit
3. Demo and Replace existing storm drainage culvert
4. De-Watering as required throughout the project
5. Repave street crossings from culvert replacement
6. Add shoulder rock as required by Engineer

## 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 NC Civil, 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 NC Civil, LLC, email: [kyle@nccivil.com](mailto:kyle@nccivil.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 **90** 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](http://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 electronically 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 online Bid Form. All blanks must be appropriately filled in. Bidders shall make no additional stipulations on the Bid Form nor qualify any bid in any manner.

#### **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 included, 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. A copy of the original bid bond shall be uploaded electronically with the bid package. The original bid bond shall be delivered to the City within 24 hrs of the bid closing.

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

### IREDALE CULVERT REPLACEMENT PROJECT

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 \_\_\_\_\_, 2022



**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:

**IREDALE CULVERT REPLACEMENT PROJECT**

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 \_\_\_\_\_, 2022.

**PRINCIPAL:** \_\_\_\_\_ **SURETY:** \_\_\_\_\_

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

BY ATTORNEY-IN-FACT:

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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



# 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: **IREDALE CULVERT REPLACEMENT PROJECT**

BID #: \_\_\_\_\_ BID CLOSING: Date: September 15, 2022 Time: 2:00 AM PM  
REQUIRED DISCLOSURE DEADLINE: Date: September 15, 2022 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 service 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:

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

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

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

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

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



# AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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

#### IREDALE CULVERT REPLACEMENT 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. Specifications prepared or issued by NC Civil, LLC, dated September 2022.
- n. Addenda:

No. \_\_\_\_\_, dated \_\_\_\_\_, 2022.

No. \_\_\_\_\_, dated \_\_\_\_\_, 2022.

No. \_\_\_\_\_, dated \_\_\_\_\_, 2022.

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 of this project shall be achieved not later than 90 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 \$400.00 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 NC Civil, 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 **30** days will elapse between the receiving of the bids and the submission to the Contractor of the written contract for the Contractor's execution. If the above period exceeds this amount, the bidder will be released from the Contractor's bid security unless by written notice to the Owner the Contractor has granted the Owner an extension of time for the official award of the contract.

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

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

### **3.3 AMOUNT OF CONTRACT:**

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

### **3.4 ESTIMATES OF QUANTITIES APPROXIMATE ONLY:**

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

Construction stakes will not be provided by the owner for this project. Survey services shall be provided, per the Unit of Bid Prices, by the Contractor as required for accurate construction of the project. Contractor shall not begin pipe or any underground construction until survey stakes and project survey control is established.

#### **5.9 PROTECTION OF SURVEY MARKERS:**

**5.9.01 Permanent Survey Markers** - The Contractor shall not disturb permanent survey monuments, stakes, or benchmarks 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**

- 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
- Division of State Lands
- Water Resources Department

#### **Local Agencies**

- City Councils
- Board of County Commissioner

**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](http://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, lightning, 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 ensure 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 ensure 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 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 uncompleted. Neither shall any progress or final payment be made as long as any claim or lien filed or prosecuted against the Owner, the Owner's officers or employees contrary to the provisions of the contract remains unsatisfied.

**9.14 FINAL GUARANTEE:**

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

**9.15 PAYMENTS:**

Payments under the contract shall be paid in cash by the Owner unless otherwise provided by the Special 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: \_\_\_\_\_



**PERFORMANCE BOND**

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

Solicitation     N/A    

Project Name: **IREDALE CULVERT REPLACEMENT 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 \_\_\_\_\_, 2022

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: **IREDALE CULVERT REPLACEMENT 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 \_\_\_\_\_, 2022

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 2<sup>nd</sup> Street/P.O. Box 250  
Warrenton, OR 97146**

**ATTN: T. Hayrynen, Public Works Dept.**

**PROJECT NAME: IREDALE CULVERT REPLACEMENT 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]



# TECHNICAL SPECIFICATIONS

## DIVISION ONE – GENERAL REQUIREMENTS

### SECTION 101 – SUMMARY OF WORK

#### **101.1 THE PROJECT:**

The work of this project will take place in Hammond, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Replace the Iredale Storm drainage culvert. The work will be accomplished in the fall/winter of 2022.

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

1. Prior to Construction: Prepare and submit a Project Plan and Schedule for Engineer/City Approval
2. Prior to Construction: Obtain ODOT Right-of-Way Permit
3. Demo and Replace existing storm drainage culvert
4. De-Watering as required throughout the project
5. Repave street crossings from culvert replacement
6. Add shoulder rock as required by Engineer

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.

In the event of a conflict within these specifications or the construction plans, the most stringent shall apply. In the event that these specifications are silent, the most current edition of ODOT/APWA shall be used.

#### **101.2 WORK SEQUENCE:**

The Contractor shall schedule work to maintain the public's continuous access to those properties having driveways, main access and delivery routes on streets to be paved. 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 continuous access to those properties abutting streets to be paved. No additional payment to the Contractor will be allowed on account of the Contractor's failure to anticipate such costs.

**101.2.01 Traffic Control** – The Contractor shall furnish and place traffic control barricades and signs according to the MUTCD and ODOT specifications in order to allow the public access to those residences on streets to be paved. The Contractor shall coordinate directly with the residences that will be impacted by the daily work and make all necessary arrangements to assist their entering and exiting of their residence. 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. See Section 157 of these specifications.

**101.2.02 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.

#### **101.3 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**

**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 1-(503) 232-1987 or 1-(800) 332-2344.)

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 Sewer System; City of Warrenton, Public Works Department, Trisha Hayrynen, Public Works Dept, (503)-861-0917 or Kyle Sharpsteen, (503) 298-9306.

**104.1.02** – City Storm/Sanitary System: Trisha Hayrynen, (503) 861-0912

**104.1.03** – CATV; Spectrum/Charter Communications, Vinny Billeci, (503) 298-0129.

**104.1.04** – Telephone Facilities; Centurylink, Mark Briese, (503)983-3781

**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 directly related to the existing condition until the Engineer provides further instructions. During this time, the Contractor shall make every effort to continue work on other portions of the project. No additional time or payment to the Contractor will be allowed on account of the Contractor's failure to schedule alternate work accordingly.

**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 and ODOT. The Contractor

shall conform to all jurisdiction and permit requirements of the governing agencies when working within the public right-of-way.

Work hours are to be between 7:00 AM and 6:00 PM, Monday through Friday. Any deviation from this schedule must be requested by the Contractor in writing and receive approval from the City. The Contractor shall obtain a City of Warrenton Business License before starting construction.

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.

END OF SECTION 120

## **SECTION 130 – SUBMITTALS**

### **130.1 GENERAL:**

The Contractor shall be required to submit to the Engineer, the following submittals.

1. Project Plan and Construction Schedule
2. Shop Drawings, Product Data, and Samples
3. Traffic Control Plan
4. Aggregates
5. Asphalt Mix (prior to application)
6. Schedule of Unit Values

### **130.2 CONSTRUCTION SCHEDULE:**

**130.2.01 – Project Schedule** - The anticipated construction schedule is set forth in the Instructions to Bidders and all work shall be completed in dry weather, in accord with the Contractor's submitted Schedule. 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. If Contractor's submitted schedule and the prosecution of work varies by 2 weeks or more, Contractor shall re-submit a new schedule, and a work plan to complete project on time.

### **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.

**130.3.04 Record Drawings** – Contractor shall submit Record Drawings to the Engineer or City upon completion of construction. 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.

**151.2.02 Temporary Water Service** – If existing water lines are to be out of service during the course of construction, the Contractor shall provide and maintain temporary water service to all properties affected. All details of such temporary service shall be subject to the approval of the Engineer.

#### **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 FIRE PROTECTION**

The Contractor shall maintain adequate access for firefighting and other emergency equipment to those properties abutting the project. Where the Contractor is working in a public roadway or private driveways, as a minimum requirement, at the end of each day of work on the project, the Contractor shall construct, rough grade and keep clear a 12 foot wide lane upon the existing ground surface over the roadway or driveway.

#### **151.5 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 and the Manual of Uniform Traffic Control Devices, (MUTCD).

#### **151.6 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:**

*DIVISION ONE – GENERAL REQUIREMENTS*  
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The Contractor shall at their 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 ensure 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, including a certified flagger 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 ODOT/MUTCD.

### **157.2 TRAFFIC ON LOCAL STREETS:**

The Contractor shall allow minimum one-way traffic in Warrenton to all residences. 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 properties. Signs 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 their 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. Project security as related to pedestrian access shall be the responsibility of the Contractor.

### **157.4 MEASUREMENT AND PAYMENT:**

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 "Temporary Protection and Direction of Traffic".

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** – 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**

When all on-site paving, shoulder rock at street crossings 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

### **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 temporary 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 Measurement** for the performance of the mobilization work as above specified will be made at the lump sum amount for the item "Mobilization." The amounts to be allowed for "Mobilization" in the progress payment to be made under the contract price 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. This item of work also requires coordination and permitting by ODOT.

### **202.2 MATERIALS:**

All materials used in temporary installations under this Section shall be in conformance with ODOT - MUTCD 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, non-reflective 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 for 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 for temporary access;

- 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 for 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 "Temporary Protection and Direction of Traffic".

END OF SECTION 202

## **SECTION 203 – SURVEY SERVICE-CONSTRUCTION LINE & GRADES**

### **203.1 DESCRIPTION:**

This item includes all work necessary for a survey crew (licensed in the State of Oregon) to stake out the construction line and grades for the culvert and appurtenance's installation. It also includes setting bench marks for the Contractor to check into prior to excavation of the alignment. Survey details shall be submitted to the Engineer for review at least **5 days** prior to actual stake out, per **Submittal Section 130**, (of these specifications). The Engineer will provide AUTOCAD drawings for the Contractor's use.

### **203.2 MATERIALS:**

The Surveyor will provide staking with wooden hubs and marker laths for each interval.

### **203.3 CONSTRUCTION:**

The Contractor, Surveyor, Engineer, and the City shall hold a survey coordination meeting before the start of construction. The survey details submitted in the required submittals along with the Engineer's requirements shall form the basis of this meeting.

The Surveyor will stake the culvert alignment, manholes and catch basins, with cuts/fills to finish grade elevation. Additional stakes shall be placed at curves and grade breaks as needed. The Surveyor will stake the culvert alignment at +/-50' intervals with cuts to invert of culvert pipe. Said wooden hubs shall be utilized and have 2 offsets, at 5' and 10' off the alignment. Copies of the survey field notes will be provided to the Contractor and the Engineer and shall be handled as submittals, see Section 130 of these specifications. No excavation will be allowed until the Engineer reviews the cut sheets. Additional staking or re-staking requests required by the Contractor shall be at the Contractor's sole expense. The Contractor shall contract directly with the project Surveyor.

### **203.4 MEASUREMENT AND PAYMENT:**

**203.4.01 Measurement** for all construction survey activities will be made per lump sum basis at the contracted price in the Bid Worksheet

**203.4.02 Payment** will be made at the contract price and shall constitute full compensation for all survey materials, services, and field staking.

END OF SECTION 203

## **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 220 – EARTHWORK**

### **220.1 DESCRIPTION:**

This item includes all work necessary for excavating and grading all roadways, driveway areas, parking areas planting areas, cuts, embankments, slopes, fills, roadway ditches, lot grading and all other earth-moving work required in the construction of the project including disposal of all surplus material.

All excavation covered in this item shall be unclassified excavation regardless of the type, nature or condition of the materials encountered. The Contractor shall assume full responsibility to estimate the kind and extent of the various materials to be encountered in order to accomplish the work.

### **220.2 MATERIALS:**

220.2.01 Disposal of Unsuitable and Excess Material - The Contractor shall dispose of all unsuitable and excess material not required elsewhere on the project according to Section 210.3.02.

### **220.3 CONSTRUCTION:**

220.3.01 Embankments and fills shall be placed in approximately horizontal layers of a maximum of 8 inches in thickness, each layer being separately and thoroughly compacted.

220.3.02 Excavation and grading shall be to the lines and grades as shown on the plans and as staked by the Engineer. The Contractor shall trim all roadbeds, parking areas ditches and other excavations and embankments to the established lines and grades. All surfaces shall be left in a neat and well-finished condition prior to the time the project is completed and accepted. Immediately prior to completion of the earthwork, the Contractor shall clean the entire roadway right-of-way area of debris and foreign matter of all kinds and dispose of as directed.

220.3.03 Roadway subgrade shall be excavated and shaped to line, grade, and cross-section as shown on the plans and as staked by the Engineer. The Contractor shall remove all soft or otherwise unsuitable material as directed and replace with suitable material from the excavation.

220.3.04 Compaction - See Section 223

### **220.4 MEASUREMENT AND PAYMENT:**

220.4.01 - Earthwork will be measured by the cubic yard in-place basis for all general excavation of materials within the designated limits and paid for under the bid item for General Excavation & General Fill, including loading of all materials into trucks and disposal of all excess material. This item will also include contractor coordination with individual property owners in coordinating placement of landscape materials that the property owner wishes to salvage.

220.4.02 - Payment will be at the contract price per cubic yard and shall constitute full compensation for all work specified herein. Contractor shall supply truck tickets for all disposal work at the end of each work day to the City or Engineer as requested.

END OF SECTION 220

## **SECTION 221 – TRENCH EXCAVATION, BEDDING AND BACKFILL**

*DIVISION TWO – SITE WORK*

*Iredale Culvert Replacement Project*

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## **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 - free of humus, organic matter, vegetative matter, frozen material, clods, sticks and debris and containing no stone having a dimension greater than 1½ inches. The materials shall predominate in the fine sizes and in place, shall present no isolated points or areas or larger stones which would cause fracture or denting of the structure or subject it to undue stress. When, in the opinion of the Engineer, the native material is unsuitable for pipe bedding, an extra work order will be issued and select pipe bedding material shall be used which shall be clean pea gravel or crushed rock with a maximum size of ¾ inch, uniformly graded from coarse to fine. All pipe bedding materials shall be subject 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.

221.2.03 The initial backfill material shall consist of native sand, free of humus, organic matter, vegetative matter, frozen material, clods, sticks and debris and containing no stone having a dimension greater than 1½ inches. The materials shall predominate in the fine sizes and in place, shall present no isolated points or areas or larger stones which would cause fracture or denting of the structure or subject it to undue stress. When, in the opinion of the Engineer, the native material is unsuitable for initial backfill, an extra work order will be issued and select initial backfill material shall be used which shall be select pipe bedding material, as described above. All initial backfill materials shall be subject to the Engineer's approval.

221.2.04 Trench backfill shall be native sand, free of humus, organic matter, vegetative matter, frozen material, clods, sticks and debris and containing no stone having a dimension greater than 1½ inches which, in the opinion of the Engineer, meets the desired characteristic required for the specific surface loading or other criteria of the backfill zone. When, in the opinion of the Engineer, the native material is unsuitable for trench backfill, an extra work order will be issued and select trench backfill material shall be

used which shall be pit-run or river-run rock, maximum aggregate size  $\frac{3}{4}$  inches, with sufficient fine material to act as binder but no excess earth.

### **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 will be no separate payment for potholing. The cost of potholing and associated restoration is to be included in one or more of the unit prices.

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 – Payment will be made at the contract lump sum amount and shall constitute full compensation for all dewatering required throughout the full duration of the project.

## END OF SECTION 222

### SECTION 223 – SUBGRADE

#### **223.1 DESCRIPTION:**

This work consists of the preparation of the subgrade. Subgrade is defined as the area of new or existing roads, streets, alleys, driveways, sidewalks, or other public place upon which additional materials are to be placed as a part of work covered in other Sections or by future work. All subgrade on this project is classified as untreated subgrade.

223.1.01 Untreated Subgrade - The top 1 foot of material placed in embankments or removed from cuts in the normal grading of the roadbed and which is brought to true line and grade, shaped and compacted to provide a foundation for the pavement structure constitutes untreated subgrade.

#### **223.2 MATERIALS:**

223.2.01 Soil - The native ground on all streets of this project is native sand.

#### **223.3 CONSTRUCTION:**

223.3.01 Preparation - Prior to starting subgrade work, including backfill, all underground work contemplated in the area of the subgrade shall be completed. This requirement includes work by the Contractor, by the Owner, or by others. The Contractor shall drain all depressions or ruts which contain water.

223.3.02 Untreated Subgrade - The Contractor shall remove unsuitable material as directed and replace with approved material. The subgrade shall be excavated and shaped to line, grade, and cross section and then scarified and compacted to the specified density. Compaction shall extend to a line 1 foot beyond the edge of the paving curbs or forms and to a depth of 12 inches below final subgrade.

223.3.03 Moisture Content – Moisture Content at the time of compacting the subgrade materials shall be prepared to within -4% to +2% of optimum moisture content. Material which does not contain sufficient moisture to obtain proper compaction shall be wetted and thoroughly mixed as directed. Subgrade areas which too wet to be compacted to specified density, but which in the judgment of the Engineer otherwise meet the requirements, shall be scarified and aerated to provide -4% to +2% of optimum moisture content. The upper 12 inches of the subgrade shall be scarified and dried by manipulation, aeration, drainage, or other means before being compacted. The Engineer may authorize the removal of excessively wet material and/or the use of additional stabilizing of material as extra work.

223.3.04 Tolerances - The Contractor shall rework areas found to be deficient in thickness by more than 0.04 foot, except that fresh stabilizing material shall be added in an amount equal to one half of the original amount. The Contractor shall accomplish all reworking at no expense to the Owner.

The finished surface of untreated subgrade shall not vary more than 0.04 foot from established grade and cross section at any point. The Finished surface, when tested with a 10 foot straightedge, shall not vary from the testing edge by more than 0.04 foot at any point.

223.3.05 Compaction equipment for roadway subgrade shall be standard steel wheeled rollers or vibratory rollers capable of meeting the specified density requirement.

223.3.06 Compaction equipment for curb, gutter, and sidewalk subgrade 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.

**223.3.07 Compaction** - The required density of untreated subgrade materials within the roadway section shall be not less than 95% of maximum density as determined by AASHTO T180 (modified Proctor).

If the specified compaction is not obtained, the Contractor shall notify the Engineer. The Contractor may be required to use a modified compaction procedure or apply additional compaction effort. If approved materials meeting the specifications can be compacted to the required density regardless of compaction effort or method, the Engineer may reduce the required density or direct that alternate materials be used. In no case shall finishing and compaction of the subgrade proceed until the Contractor is able to compact the material to the satisfaction of the Engineer.

**223.4 MEASUREMENT AND PAYMENT:**

**223.4.01 Untreated subgrade** will be considered incidental work. Subgrade preparation will not be a separate bid item. All work required to be accomplished under this section shall be included in the pay item for Aggregate Base Course.

**223.4.02 Incidental Work** - When not listed in the bid schedule, draining water from the subgrade; smoothing the subgrade in preparation for staking; blading, shaping, compacting and wetting the subgrade, including roadbed, excavating, transporting and placing onsite materials, road grade staking, to final line, grade and cross section, and other anticipated items will be considered incidental work.

**223.4.03 Compaction Testing** – Compaction testing will be performed periodically by the Owner's compaction testing agency. Tests will be performed upon completion of the Contractor's final compaction efforts. The Owner will provide initial compaction tests for the Contractor. All compaction tests which fail to meet specifications and require additional testing shall be provided and paid for by the Contractor, at no additional cost to the Owner.

END OF SECTION 223

**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 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.



224.4.02 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 shown on plans or 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 - Measurement for the work as above specified will be made at the contract lump sum amount for the item "Erosion and Sedimentation Control, Stormwater Management, Surface Restoration & Protection".

227.5.02 - Payment for the work as above specified will be made at the contract lump sum amount for the item "Erosion and Sedimentation Control, Stormwater Management, Surface Restoration & Protection". 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 one (1) week 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 2 HMAC (class) of Concrete and Proportions of Materials – The asphalt concrete mixture shall be of the level (class) as shown on the plans (Level 2 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 2 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 of 2".

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 Berm Measurement and Payment**

250.4.05.1 Measurement – of the berm will be by the linear foot of the berm or water bar constructed.

250.5.05.2 Payment – shall include full compensation for furnishing all labor, materials, tools, equipment and other incidentals, for constructing the berm or water bar, complete in place, as directed by the Engineer.

250.4.06 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 and installing striping and pavement markings.

**258.2 MATERIALS:**

258.2.01 Striping Paint shall be the alkyd resin type, ready mixed, white or yellow, as required, Type I, conforming to the requirements of AASHTO M248.

258.2.02 Preformed thermoplastic pavement markings shall be PREMARK PLUS as supplied by Flint Trading Co., (Thomasville, North Carolina, tel. 336-475-6600, www.flintrtrading.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
- 2) Minimum refractive index of 1.5
- 3) Minimum SiO<sub>2</sub> Content of 70%
- 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 manufacturers 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  $500 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$  for white and  $300 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$  for yellow as measured with an LTL-2000 or LTL-X Retroreflectometer.

### **258.3 CONSTRUCTION:**

258.3.01 Traffic Paint, General – The Contractor will be responsible for spotting of the lines and markings to be painted and approval of the Engineer must be obtained before pavement marking may begin. The area to be painted shall be dry, clean and free of loose particles. The paint machine shall be of the spray type capable of satisfactorily applying the paint under pressure with a uniformity of feed through nozzles spraying directly upon the pavement.

258.3.02 Striping Paint shall be thoroughly mixed prior to application and shall be applied when the air temperature is above 40°F. The rate of application for paint shall not exceed 80 square feet per gallon (approximately 20 miles wet thickness). This rate is effectively 20 gallons of paint per mile of 4 inch width solid stripes. For narrower or wider or other marking, paint shall be applied at a proportional rate with the four-inch stripes.

258.3.03 Thermoplastic Pavement Markings, General – The Contractor will be responsible for 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.

258.3.04 Thermoplastic Pavement Markings shall be applied on asphalt using the propane torch method recommended by the manufacturer. 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 Stop Bars – Measurement for stop bars will be made on a linear foot basis for the width and type of pavement markings listed in the bid schedule and installed. Payment will be at the contract price per linear foot and shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary or incidental to the specified work.

END OF SECTION 258

## **SECTION 266 – STORM DRAINAGE PIPE AND FITTINGS**

### **266.1 DESCRIPTION:**

This item includes all work necessary for the construction of surface and subsurface storm drainage piping and facilities including storm drainage piping and culverts.

### **266.2 MATERIALS:**

266.2.01 General - Storm drainage pipe and fittings shall be as hereinafter specified for the particular kind of pipe and fittings required, as designated on the plans. Joints for all fittings shall be the same as the joints used on the pipe. No pipe and fittings that are not hereinafter specified will be allowed on the project, and no substitution of approved pipe materials will be allowed other than the pipe materials shown on the plans.

#### 266.2.02 Storm Drainage Pipe:

266.2.02A Corrugated High Density Polyethylene Smooth Interior (HDPE) pipe and fittings shall be ADS SaniTite HP pipe for use in gravityflow sanitary sewer applications. Dual wall pipe shall conform to the requirements of ASTM F2736. Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 and ASTM F2764, for the respective diameters. Pipe shall be watertight according to the requirements of ASTM D3212, with the addition of a 15psi pressure requirement. Spigot shall have two gaskets meeting the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gaskets are free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly. Pipe shall have a reinforced bell with a polymer composite band installed by the manufacturer.

266.2.02C Joint Materials, Couplings and Fittings shall conform to ASTM F2736, ASTM F2764, and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a welded or integral bell and spigot with gaskets meeting ASTM F477. Fittings and connections shall provide a watertight connection according to the requirements of ASTM D3212.

266.2.03 Drain rock for shall be railroad ballast rock which shall consist of uniformly graded 2 inches to 3 inches, rough edged aggregate. At the option of the Contractor, rounded river rock, washed to remove all fines, with a maximum size of 3 inches, may be substituted for railroad ballast rock as drain rock.

266.2.04 Pipe bedding material, select pipe bedding material, initial backfill material, and trench backfill material shall be as specified in Section 221.

### **266.3 CONSTRUCTION:**

266.3.01 Trench excavation, bedding and backfill for storm drainage piping shall be as specified in Subsection 221.1.

266.3.02 Pipe bedding consists of leveling the bottom of the trench and placing bedding material to the depth as specified on the plans. Bedding material shall be as specified hereinbefore. The Contractor shall spread the bedding smoothly to proper grade so that the pipe is uniformly supported along the barrel. 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 required depth, 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.

266.3.03 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 slicing with a shovel. The Contractor shall prevent pipe from movement either horizontally or vertically



during placement and compaction of pipe zone material. Mechanical compactors shall not be utilized in placement of the material. The material shall be placed to a depth of 12 inches above the top of the pipe.

266.3.04 Trench backfill shall be as specified in Subsection 221.3.06.

266.3.05 HDPE and CPE Joint Construction - Joints shall be made with an integral built-in bell and factory installed gasket that requires no extra couplers, grout or other sealants to install. Installation shall be in accordance with ASTM Recommended Practice D2321, or as directed by the Engineer.

266.3.06 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 storm 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.

266.3.07 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.

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

266.3.09 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.

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

#### **266.4 TESTING:**

266.4.01 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.

266.4.02 Television Inspection of Storm Sewers - Upon completion of all storm sewer construction, testing and repairs, the Contractor shall conduct a color TV acceptance inspection of all installed lines 8 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 which 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 which 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 laterals, and construction defects.

#### **266.5 MEASUREMENT AND PAYMENT:**

266.5.01 Measurement of storm drainage pipe will be on a linear foot basis for the various sizes and types of pipe installed as shown on the plans. Measurement will be the pipe length along the centerline from end to end of each pipe. Payment will be made at the contract price per linear foot for the various sizes of pipe installed and shall constitute full compensation for all work and materials specified herein, including trenching, pipe laying, backfill, tracer wire and testing.

266.5.02 Payment will be made at the contract price per linear foot for the various sizes of pipe installed and shall constitute full compensation for all work and materials specified herein, including trenching, pipe laying, backfill, tracer wire and testing.

266.5.03 Measurement of storm drainage tees, bends and fittings will be measured on a per each basis for each of the various fittings installed as shown on the plans, and as listed on the bid schedule. Where individual fittings are not shown on the bid schedule, those fittings will be considered incidental to the storm drainage pipe construction and no separate payment will be made for incidental fittings.

266.5.04 Payment for tee and bend fittings will be in addition to payment for pipe from end to end of each pipe or from main to catch basin. Where shown on the bid schedule, payment will be made at the contract price per each tee and bend for the various types and sizes of fittings installed and shall constitute full compensation for all work and materials specified herein, including trenching, installation of the fittings, jointing, backfill and end of main concrete blocks.

266.5.05 Storm Drainage Connections - Measurement and payment for storm pipe connections will be made at the contract price for the entire connection installed along with any temporary connections and pumping needed to maintain storm flow as delineated on the contract drawings.

266.5.06 Payment will be made at the contract price and shall constitute full compensation for the complete connection in place, including all materials, piping, tees, inserta-tee or fittings required to make a water-tight connection to the existing storm system.

END OF SECTION 266

## **SECTION 267 – STORM DRAINAGE CATCH BASINS**

### **267.1 DESCRIPTION:**

This item includes all work necessary for the construction of catch basins of the types and sizes shown on the plans.

### **267.2 MATERIALS:**

267.2.01 Precast concrete catch basins shall conform to the requirements of ASTM C478.

267.2.02 Precast concrete top sections with cast iron frames and grates shall be used on all precast concrete catch basins. Cast iron frames and grates shall conform to the requirements of AASHTO M105, Class 30B.

### **267.3 CONSTRUCTION:**

267.3.01 Excavation and backfill shall be in accordance with applicable portions of Section 266.

267.3.02 Precast concrete catch basins shall be installed according to the plans. The units shall be placed on a prepared bedding of 8 inches compacted thickness of  $\frac{3}{4}$  inch-minus crushed rock. Precast concrete units shall be set plumb and level. Riser sections shall be installed as needed with a full bed of mortar between all sections and the catch basin. The Contractor shall set the top unit in a full bed of mortar and shall adjust the top unit as needed to match the slope of the adjacent grate.

267.3.03 Pipe connections shall be smoothly finished with the inside surface of the catch basin wall, and shall not project into the catch basin opening.

267.3.04 Existing catch basins – where shown on the plans, existing catch basins shall be retrofitted with a new cast iron frame and slotted inlet grates in accordance with the plans. The contractor shall remove existing lids and tops and make all necessary adjustments to retrofit the new tops to receive the new frames and grates. Pipe connections shall be smoothly finished with the inside surface of the catch basin wall and shall not project into the catch basin opening.

### **267.4 MEASUREMENT AND PAYMENT:**

267.4.01 Measurement – where shown on the plans, existing catch basins or new catch basins will be made on a per each basis for the number and type of units listed and construed or retrofitted.

267.4.02 Payment – will be made at the unit contract price and shall constitute full compensation for the catch basin in place, including excavation, bedding, backfill, and pipe connections.

END OF SECTION 266

## SECTION 269 – STORM DRAINAGE MANHOLES

### **269.1 DESCRIPTION:**

This item includes all work necessary for the construction of storm drainage manholes and storm drainage vaults.

269.1.01 Related Technical Specifications - The Oregon Standard Specifications, current edition, is incorporated into this specification by reference. It shall be understood that in any matter addressed by both the text of this technical specification and the referenced specification, be it in construction method, material, or quality control, the more stringent specification is intended and shall be enforced.

### **269.2 MATERIALS:**

#### 269.2.01 Cast-in-Place Storm Drainage Manholes:

269.2.01A Aggregates shall be of the designated size 3/4 inch-0 and shall meet the requirements of Oregon Standard Specifications Subsection 2630.

269.2.01B Portland Cement and Portland Cement Concrete (PCC) shall conform to the requirements of ASTM C94. Compressive field strength shall be not less than 3,000 p.s.i. at 28 days. Maximum size of aggregate shall be 3/4 inch. Slump shall be between 2 inches to 4 inches.

269.2.01C Metal Reinforcement shall conform to the requirements of ASTM A 615, Grade 60, deformed bars.

269.2.01D Forms - Exterior surfaces shall be formed with steel or plywood. Other surfaces shall be formed with matched boards, plywood, or other approved material. Trench walls, rock, or earth will not be acceptable form material.

#### 269.2.02 Metal Castings:

269.2.02A General - Manhole covers shall be designed so they may be secured to the frames. Matching surfaces of covers and frames shall be flat to prevent any movement of covers within frames. Covers and frames shall be interchangeable.

269.2.02B Cast Iron Materials shall conform to the requirements of ASTM A 48, Class 30B. The foundry shall certify as to the tensile and transverse properties and Brinell Hardness. The Owner reserves the right to require a rough transverse bar, size of bar 1.2" (diameter) x 20" (long), and/or a tensile bar as per ASTM A 48 for each 20 castings or heat when less than 20 castings are made.

269.2.02C Storm Drainage Manhole Frames and Covers shall be of heavy duty design with minimum weight of 295 pounds. Frames and covers shall be machine finished or ground on seating surfaces to assure a non-rocking fit in any position and interchangeability. Covers shall be marked with "STORM" or "S" in minimum 2 inch raised or indented letters, and shall have 1 or 2 vent holes only. Frames shall provide for a minimum 23 inch diameter clear opening.

269.2.02D Clean out frames and covers shall have a minimum weight of 80 pounds.

269.2.02E Cap Screws and Washers for watertight manhole covers shall be stainless steel with 60,000 p.s.i. minimum tensile strength conforming to the requirements of ASTM A453.

#### 269.2.04 Precast Concrete Storm Drainage Manholes:

269.2.04A Precast Concrete Manhole Sections and appurtenances shall conform to the requirements of ASTM C478. Minimum wall thickness shall be 4 inches. Cones shall have the same wall thickness and reinforcement as riser sections. Cones shall be eccentric. Joints shall be tongue-and-groove or keylock type. Prior to delivery of precast manhole sections to the job site, yard permeability tests may be

required at the point of manufacture. The precast sections to be tested will be selected at random from the stockpiled material which is to be supplied to the project. All test specimens will be mat tested, and shall meet the permeability test requirements of ASTM C 14. Precast manhole sections shall consist of circular sections in standard nominal inside diameters of 42, 48, 54, 60, 72, 84, or 96 inches. Heights of sections shall be multiples of 12 inches. Heights of manhole sections 72 inches through 96 inches in diameter shall be as required to fit site conditions. Other sections shall be 24 inch riser and flattop sections.

269.2.04B Precast Concrete Manhole Bases may be used provided all the details of construction are approved prior to construction. Inlet and outlet pipe holes shall be core-drilled at the plant location or in the field. Conical-type flexible neoprene boots shall be installed in the factory core-drilled hole to create a water-tight connection between manhole and storm pipe, Kor-N-Seal or approved equal. Kor-N-Seal Pipe Adapter shall be used to create a water-tight seal with the boot.

#### 269.2.05 Storm Drainage Manhole Joint Materials:

269.2.05A Mortar shall conform to the requirements of ASTM C387, or be proportioned 1 part Portland cement to 2 parts clean, well-graded sand that will pass a 1/8 inch screen. Admixtures may be used not exceeding the following percentages of weight of cement: hydrated lime, 10%; diatomaceous earth or other inert materials, 5%. Consistency of mortar shall be such that it will readily adhere to the precast concrete if using the standard tongue-and-groove type joint. If the keylock type joint is used, the consistency shall be such that excess mortar will be forced out of the groove and support is not provided for the next precast manhole section to be placed. Mortar mixed for longer than 30 minutes shall not be used.

269.2.05B 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.

269.2.05C Preformed Plastic Gaskets shall be used in addition to mortaring all joints. Preformed plastic gaskets shall meet all the requirements of federal specification SS-S-00210.

269.2.05D Rubber Gaskets shall conform to ASTM C 443.

269.2.06 Cleanouts shall be constructed with pipe and fittings conforming to the applicable portions of Sections 266 and shall be of the same material as the pipe in the section of storm main to which the cleanout is constructed. Rubber-gasketed water-tight mechanical plugs shall be furnished at each cleanout.

### 269.3 CONSTRUCTION:

#### 269.3.01 General:

269.3.01A - Manhole and outfall excavation and foundation stabilization shall be in accordance with applicable portions of Section 221. Manholes and outfalls shall be installed on a prepared surface base of crushed rock as shown on the plans. All backfill around manholes and outfalls shall be 3/4" - 0" crushed rock.

269.3.01B Pipe connections at manholes shall be made according to manufacturer's recommendations. Special care shall be taken by the Contractor to see that the pipe connections at manholes are completely watertight. Manholes shall be placed on firmly compacted bedding material.

269.3.02 Bases shall be placed on a prepared bedding of 8 inches compacted thickness of 3/4 inch-minus crushed rock.

269.3.02A Cast-in-place Bases shall be constructed according to the plans. The concrete shall be consolidated by mechanical vibration, hand spading, rodding, or tamping. The concrete shall be screeded off such that the manhole riser section has a level uniform bearing for the full circumference.

269.3.02B Precast Bases shall be carefully placed on the prepared bedding so as to be fully and uniformly supported in true alignment, making sure that all entering pipes can be inserted on proper grade. HDPE pipe connections to manholes shall be grouted watertight with non-shrink grout conforming to Subsection 273.2.05B. Adapters requiring the use of grout for installation shall be anchored and finished using non-shrink grout conforming to Subsection 269.2.05B.

No channels shall be constructed in the base of storm drainage manholes. Storm drainage manhole bases shall function as sediment traps. Inverts on storm drainage manholes shall use the unfinished precast manhole base as a catchment basin with no channel.

269.3.03 Precast Concrete Manhole Risers - All lift holes shall be thoroughly wetted, then completely filled with mortar, and smoothed and pointed both inside and out to ensure watertightness. Preformed plastic or rubber gaskets shall be used on all sanitary manholes. Mortar shall be used on 24 inch extension rings above the cones. All mortar joints between precast elements shall be thoroughly wetted, then completely filled mortar. On proposed street grades, a minimum of one 24 inch precast riser will be required between the cone and the manhole cover frame. Watertight seals between the precast concrete manhole section(s) and the precast bases and eccentric cones shall be effected by placing a preformed plastic or rubber gasket between the precast sections, then filling the remaining voids in the joint seam, both inside and outside, with mortar.

269.3.04 Manhole, Grates, Frames and Covers shall be installed in such a manner as to prevent infiltration of surface or ground water between the frame and the concrete of the manhole section. All mortared manhole necks and all riser ring joints made with mortar shall be constructed using an approved commercial concrete bonding agent applied to all cured concrete surfaces being mortared. No joints, necks, or frames on manholes shall be mortared without an approved bonding agent. Rim elevations shall be adjusted with approved precast concrete grade rings and final asphalt paving graded rings.

#### **269.4 MEASUREMENT AND PAYMENT:**

269.4.01 Measurement for Storm Drainage Manholes - Measurement and payment for manholes will be made on a per each basis for each type and size shown for all depths.

269.4.02 Payment for Storm Drainage Manholes - will be at the contract price per each manhole for each type and size and shall constitute full compensation for all work and materials necessary to construct all water-tight manholes.

END OF SECTION 269



## 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.

#### **310.4 MEASUREMENT AND PAYMENT:**

310.4.01 Measurement for concrete formwork - Measurement for concrete formwork shall be incidental to another bid item.

310.4.02 Payment for concrete formwork - there will be no separate payment for concrete formwork. The cost of which shall be incidental and included in another bid item.

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 CONSTRUCTION:**

**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.

### **320.4 MEASUREMENT AND PAYMENT:**

**320.4.01 Measurement for concrete reinforcement** - Measurement for concrete reinforcement shall be incidental to another bid item.

**320.4.02 Payment for concrete reinforcement** – there will be no separate payment for concrete reinforcement. The cost of which shall be incidental and included in another bid item.

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.

330.3.05 QUALITY ASSURANCE: 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.

#### **330.4 MEASUREMENT AND PAYMENT:**

330.4.01 Measurement for cast-in-place concrete – Measurement for cast-in-place concrete shall be incidental to another bid item.

330.4.02 Payment for cast-in-place concrete – there will be no separate payment for concrete formwork. The cost of which shall be incidental and included in another bid item.

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 CONSTRUCTION:**

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.

### **360.4 MEASUREMENT AND PAYMENT:**

360.4.01 Measurement for grout shall be incidental to another bid item.

360.4.02 Payment for grout – there will be no separate payment for concrete formwork. The cost of which shall be incidental and included in another bid item.

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 CONSTRUCTION:**

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.

### **361.4 MEASUREMENT AND PAYMENT:**

361.4.01 Measurement for non-shrink grout – shall be incidental to another bid item.

361.4.02 Payment for non-shrink grout – there will be no separate payment for non-shrink grout. The cost of which shall be incidental and included in another bid item.

END OF SECTION 361

**END OF DIVISION 03**

## **END OF TECHNICAL SPECIFICATIONS DOCUMENTS**



# CITY OF WARRENTON

## IREDALE CULVERT REPLACEMENT PROJECT

### HAMMOND, OREGON

**NORTH COAST CIVIL DESIGN**  
 35240 TOHL AVE.  
 NEHALEM, OR 97131  
 Phone: 503.440.1088  
 Cell: 503.812.3732  
 Internet: www.nccivil.com

#### GENERAL NOTES

1. ATTENTION CONTRACTORS: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 852-001-0010 THROUGH OAR 852-001-0090. 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.
  2. 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.
  3. IN ACCORDANCE WITH O.R.S. 209.140, 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.
  4. IN ACCORDANCE WITH O.R.S. 209.150, 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.
  5. EXISTING UTILITY LOCATIONS SHOWN (PLAN & PROFILE) ARE APPROXIMATE ONLY. NO PREDESIGN POT-HOLING WAS DONE TO ESTABLISH THESE LOCATIONS. CONTACT UTILITY COMPANIES FOR PRE-MARKING. CONTRACTOR TO POT-HOLE 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 POT-HOLING.
  6. 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.
  7. TECHNICAL SPECIFICATIONS FOR CONSTRUCTION ARE TO FOLLOW THE CONTRACT SPECIFICATIONS AND THE MOST CURRENT EDITION OF THE IBC, UPC, OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION (0001/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.
  8. 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.
  9. 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.
  10. OVERHEAD POLE STABILIZATION BY PACIFIC POWER TO BE COORDINATE WITH MARILYN BROOKEY (SEE UTILITY PROVIDERS LIST).
- ROADWORK/UTILITYWORK**
11. CONTRACTOR SHALL RESTORE ALL SURFACES TO MATCH EXISTING AND ADJACENT GRADES.
  12. 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.
- SIGNAGE**
14. CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, TRAFFIC CONES PER ODOT 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**
15. WATERLINE FITTINGS MUST BE FULLY RESTRAINED BY THRUST BLOCKS AND APPROVED RESTRAINT SYSTEM UNLESS SPECIFICALLY OTHERWISE INDICATED ON THESE DOCUMENTS.
- STORM & SEWER**
16. POT-HOLE 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.
  17. POT-HOLE EXISTING STORM AND SEWER PIPES FOR CONNECTION OF NEW SYSTEMS. ALL INVERT ELEVATIONS, PIPE SIZES AND MATERIALS ARE TO BE MEASURED BY CONTRACTOR PRIOR TO ORDERING ANY MATERIALS.
  18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL CATCH BASINS, CLEANOUTS, MANHOLES, VAULTS, ETC., THAT ARE AFFECTED BY CONSTRUCTION AND/OR FILL TO FINISH GRADE. STORM DRAIN INLET STRUCTURES SHALL BE ADJUSTED SO WATER FLOWS INTO THE STRUCTURE WITHOUT FLOODING.
  19. PIPE FOR CULVERT SHOULD BE INSTALLED PER CITY OF WARRENTON ENGINEERING STANDARDS, APRIL 2020.
- DEMOLITION**
20. 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**
21. THE CONTRACTOR SHALL DEVELOP AND SUBMIT A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL. THE TRAFFIC CONTROL PLAN SHALL DETAIL KEY INTERSECTIONS WITHIN THE PROJECT ZONE, SPECIFICALLY AT IREDALE STREET IN ACCORDANCE WITH SECTION 157 OF THESE SPECIFICATIONS. THE CONTRACTOR SHALL INCLUDE SIGNAGE ALONG PACIFIC DRIVE AS NECESSARY TO INFORM TRAFFIC OF THE IREDALE CLOSURE AND PROPER DETOURING. 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. 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. SEE SECTION 157 OF THESE SPECIFICATIONS.

#### UTILITY PROVIDERS

- **ELECTRICITY**  
 PACIFIC POWER  
 ATTN: MARILYN BROOKEY  
 2340 SE DOLPHIN  
 WARRENTON, OR 97146  
 503-861-6005  
 503-861-6020 (FAX)
- **TELEPHONE**  
 LUMEN  
 ATTN: JOSH FALLIN  
 740 STATE ST., ROOM 407  
 SALEM, OR 97103  
 503-798-1009
- **CABLE TELEVISION**  
 SPECTRUM  
 ATTN: VINNY BILLECI  
 418 GATEWAY  
 ASTORIA, OR 97103  
 503-298-0129  
 503-338-7710 (OFFICE)
- **ONE CALL CENTER**  
 1-800-332-2344 OR 811
- **GAS**  
 NORTHWEST NATURAL GAS  
 ATTN: RICH GIRARD  
 176 W. MARINE DR.  
 ASTORIA, OR 97103  
 503-228-4211 EXT. 2997  
 503-325-4333 (FAX)
- **WATER, STORM, ROADS**  
 CITY OF WARRENTON  
 ATTN: TRISHA HAYRINEK,  
 PUBLIC WORKS ENGINEER/TECHNOICIAN  
 225 S. MAIN  
 P.O. BOX 230  
 WARRENTON, OR 97146  
 503-861-0917
- **ENGINEER**  
 NORTH COAST CIVIL DESIGN, LLC  
 ATTN: KYLE AYERS, P.E.  
 35240 TOHL AVE.  
 NEHALEM, OR 97131  
 (503) 812-3732 (C)  
 (503) 440-1088 (O)
- **OWNER**  
 CITY OF WARRENTON  
 ATTN: TRISHA HAYRINEK,  
 PUBLIC WORKS ENGINEER/TECHNOICIAN  
 45 SW 2ND ST/PO BOX 250  
 WARRENTON, OR 97146  
 (503) 368-5343  
 (503) 368-4145 (FAX)

#### PROJECT TEAM

- **ENGINEER**  
 NORTH COAST CIVIL DESIGN, LLC  
 ATTN: KYLE AYERS, P.E.  
 35240 TOHL AVE.  
 NEHALEM, OR 97131  
 (503) 812-3732 (C)  
 (503) 440-1088 (O)
- **OWNER**  
 CITY OF WARRENTON  
 ATTN: TRISHA HAYRINEK,  
 PUBLIC WORKS ENGINEER/TECHNOICIAN  
 45 SW 2ND ST/PO BOX 250  
 WARRENTON, OR 97146  
 (503) 368-5343  
 (503) 368-4145 (FAX)

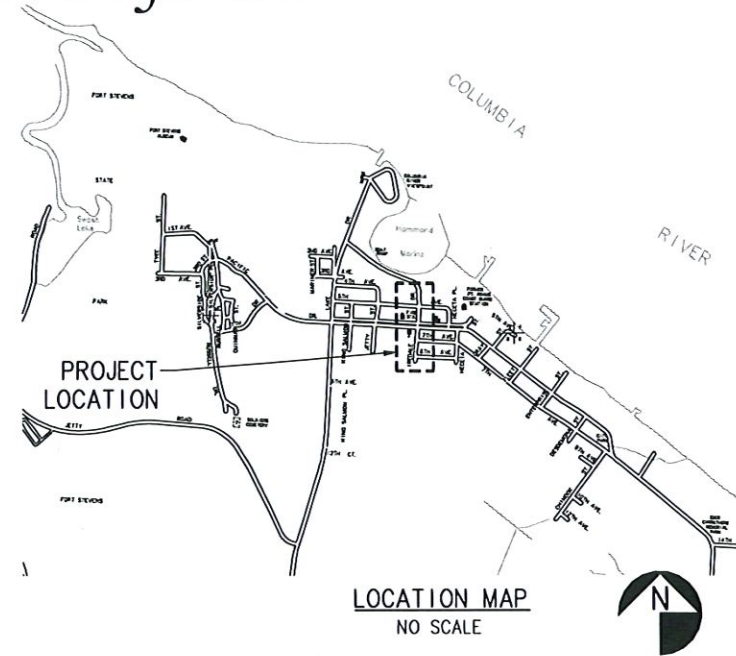
#### SURVEY NOTES

THIS TOPOGRAPHIC SURVEY AND FIELD MAPPING WAS PERFORMED BY OKI, INC. THE PURPOSE OF THE SURVEY INFORMATION SHOWN IS TO SHOW EXISTING TOPOGRAPHIC INFORMATION FOR THE IREDALE CULVERT REPLACEMENT PROJECT AND UTILITY RECONSTRUCTION PROJECT WITHIN THE PROJECT LIMITS SHOWN.

THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY.

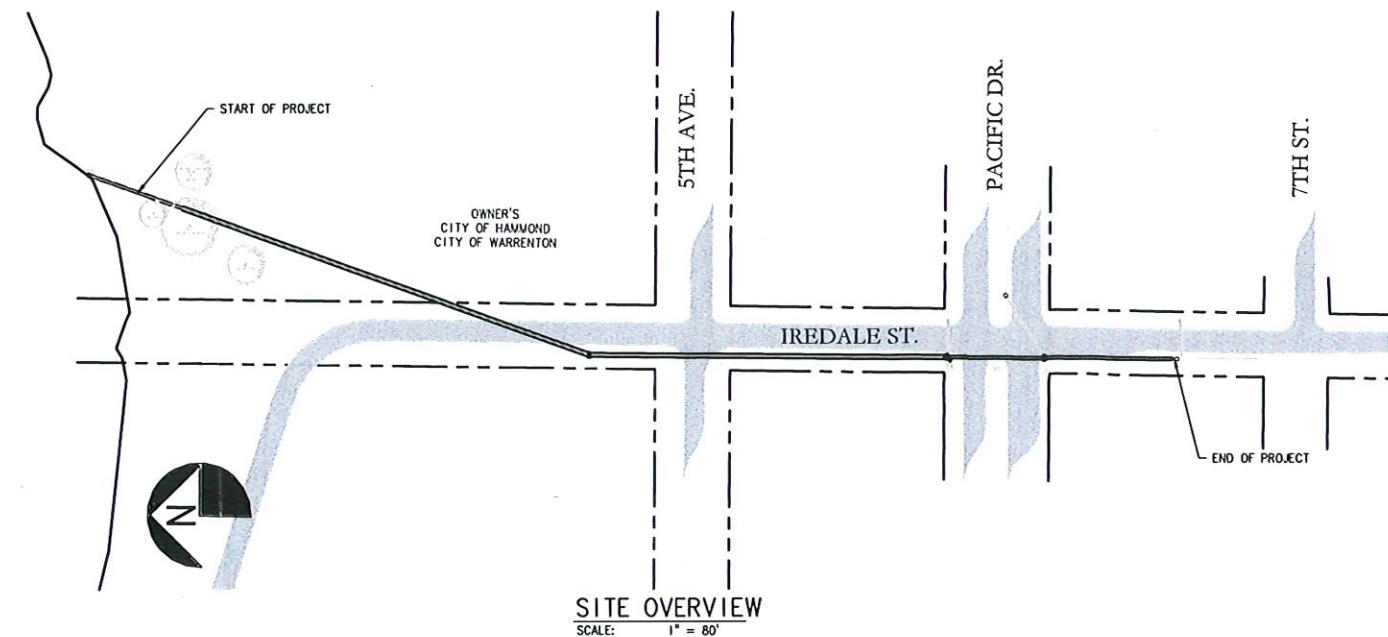
UTILITY LOCATES SHOWN ON THIS MAP ARE BASED ON ABOVE GROUND STRUCTURES AND SURFACE LOCATES AT THE TIME OF FIELD WORK. THE ABOVE GROUND PAINT MARKS ARE APPROXIMATE LOCATION ONLY AND THE COMPANIES THAT PLACE THE PAINT MARKS DO NOT GUARANTEE THEIR SURFACE LOCATES TO BE FREE OF ERRORS AND OMISSIONS. THEREFORE, NORTH COAST CIVIL RESERVES THE SAME LIMITATIONS.

ELEVATIONS SHOWN HERE ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



#### SHEET INDEX

SHEET NAME	SHEET DESCRIPTION	STATION RANGE/ADJVL DESCRIPTION
SHEET 01	COVER SHEET & GENERAL NOTES	
SHEET 02	GENERAL INFORMATION	
SHEET 03	EXISTING CONDITIONS	
SHEET 04	EROSION CONTROL PLAN AND DEMOLITION PLAN	STA: 1+00 TO 11+50
SHEET 05	STORM UTILITY CONSTRUCTION DRAWING PLAN & PROFILE	STA: 1+00 TO 6+50
SHEET 06	STORM UTILITY CONSTRUCTION DRAWING PLAN & PROFILE	STA: 6+50 TO 11+50
SHEET 07	STORM WATER CONSTRUCTION DETAILS	
SHEET 08	EROSION CONTROL & STORM WATER CONSTRUCTION DETAILS	



**CITY OF WARRENTON**  
 IREDALE CULVERT REPLACEMENT PROJECT  
 COVER SHEET & GENERAL NOTES  
 HAMMOND, OR

NO.	DATE	BY	REVISION	COMMENTS

Design Drawn: Checked: (initials) Issue Date: 8/15/2022  
 KKA LJ KKA Monday, August 15, 2022

Project No. 21001  
 Drawing No. 001.DWG

G1

Sheet No.

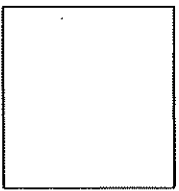
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35240 TOHL AVE.  
 NEHALEM, OR 97131  
 Phone: 503.440.1088  
 Cell: 503.812.9732  
 Internet: www.nccivil.com



**CITY OF WARRENTON**  
 IREDALE CULVERT REPLACEMENT PROJECT  
 GENERAL INFORMATION  
 HAMMOND, OR

NO.	DATE	BY	REVISION COMMENTS

Project No. 21001 Drawing No. G01.DWG

G2

Sheet No.

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**LEGEND**

- PROPERTY LINE
- - - EXISTING GROUND CONTOUR
- - - EXISTING SIDEWALK/CONCRETE
- - - EXISTING STORM LINE
- - - EXISTING WATER LINE
- - - EXISTING SANITARY LINE
- - - EXISTING GAS LINE
- - - EXISTING OVERHEAD POWER
- - - EXISTING POWER POLE
- - - EXISTING WATER METER
- ⊕ EXISTING WATER VALVE
- ⊗ EXISTING FIRE HYDRANT
- Ⓛ EXISTING CATCH BASIN
- Ⓧ EXISTING STORM MANHOLE
- Ⓢ EXISTING SANITARY MANHOLE
- ✱ EXISTING SPOT ELEVATION
- UTILITY PEDESTAL AS NOTED

**PROPOSED**

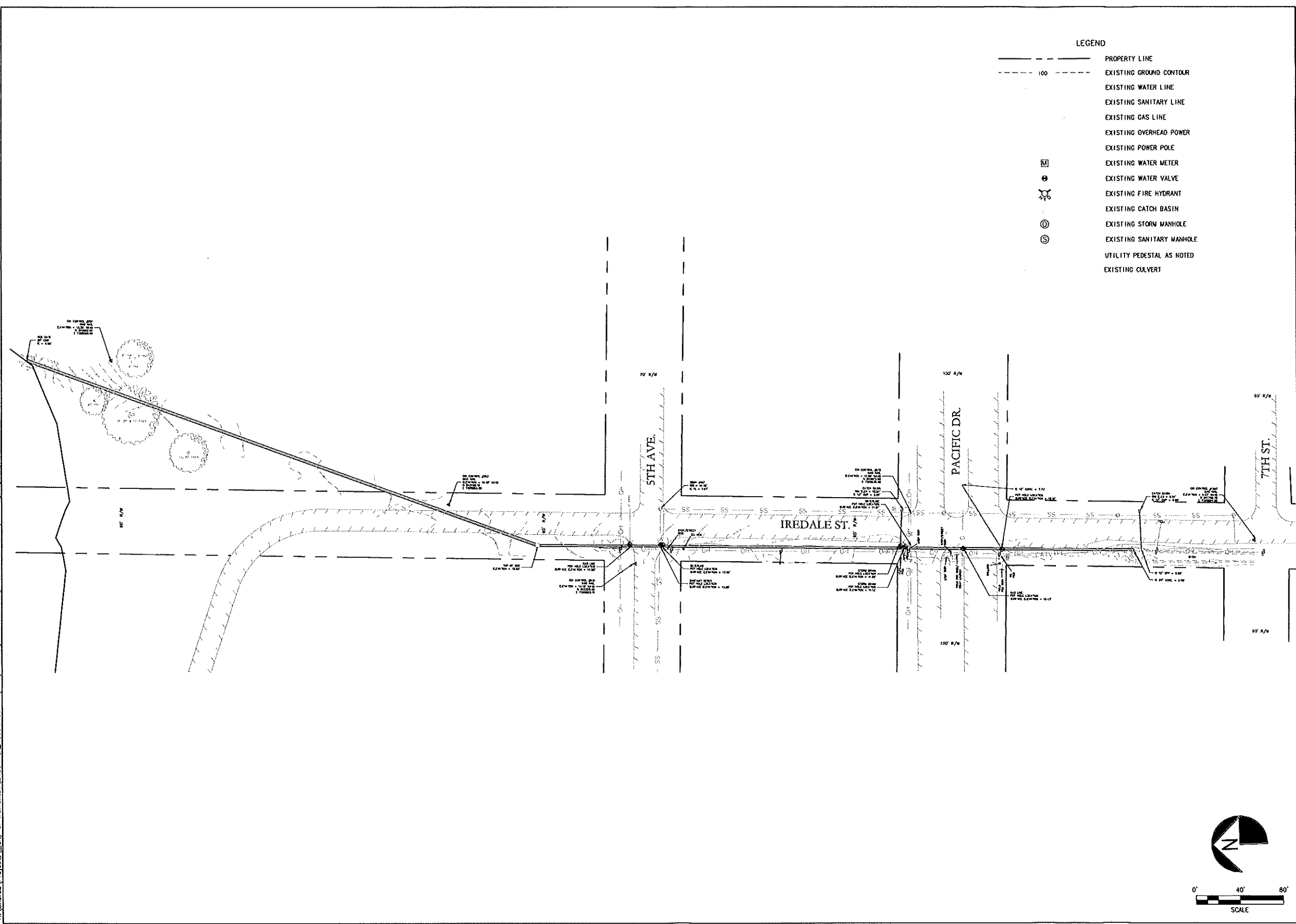
- SEDIMENT FENCE
- - - SAWCUT AND DEMOLISH
- ⋯ CLEARING AND GRUBBING LIMITS
- ▨ ASPHALT SURFACE
- CATCH BASIN - CONCRETE
- STORM LINE
- Ⓧ STORM MANHOLE

**ABBREVIATIONS**

AC ASPHALT FINISHED GRADE	ELEV ELEVATION	ORS OREGON REVISED STATUTES
ACI AMERICAN CONCRETE INSTITUTE	EOP EDGE OF PAVEMENT	PED PEDESTAL
ACEE UNITED STATES ARMY CORPS OF ENGINEERS	EX EXISTING	PS PUMP STATION
ADJ ADJUSTABLE	FFE FINISHED FLOOR ELEVATION	PSF POUNDS PER SQUARE FOOT
APWA AMERICAN PUBLIC WORKS ASSOCIATION	FG FINISH GRADE	PSI POUNDS PER SQUARE INCH
AR AIR RELEASE VALVE	FIP FEMALE IRON PIPE	PT PRESSURE TREATED
ASTM AMERICAN SOCIETY FOR TESTING AND MATERIALS	FLG FLANGE	PVC POLY VINYL CHLORIDE
A7M ATTENTION	FNPT FEMALE NATIONAL PIPE THREAD	PW PUBLIC WORKS
AVG AVERAGE	GALV GALVANIZED	PWR POWER
CB CATCH BASIN	QPM GALLONS PER MINUTE	S SLOPE
CDI CONTROLLED DENSITY FILL	GV GATE VALVE	SCH SCHEDULE
CITY CITY OF MANZANITA	HDD HORIZONTAL DIRECTIONAL DRILLING	SD STORM DRAIN
CLR CLEAR	HDPE HIGH DENSITY POLYETHYLENE	SDMH STORM DRAIN MANHOLE
CMP CORRUGATED METAL PIPE	HWAC HOT MIX ASPHALTIC CONCRETE	SF SQUARE FOOT
CO CLEANOUT	HP HORSEPOWER	SS SANITARY SEWER
COE UNITED STATES ARMY CORPS OF ENGINEERS	HR HOUR	SSMH SANITARY SEWER MANHOLE
CONC CONCRETE FINISHED GRADE	IBC INTERNATIONAL BUILDING CODE	STA STATION
CPP CORRUGATED PLASTIC PIPE	I.E. INVERT ELEVATION	SVC SERVICE
DEMO'D DEMOLISHED	IN INCH	TC TOP OF CURB
DEPT DEPARTMENT	IPS IRON PIPE SIZE	TEL TELEPHONE
DEQ DEPARTMENT OF ENVIRONMENTAL QUALITY	L LENGTH	TPUD TILLAMOOK PEOPLE'S UTILITY DISTRICT
DI DUCTILE IRON	LF LINEAL FEET	TYP TYPICAL
DIA DIAMETER	MIN MINIMUM	UBC UNIFORM BUILDING CODE
DIAC DIAGONAL	MJ MECHANICAL JOINT	UG UNDER GROUND
DR DIMENSION RATIO	MUTCD MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES	UPC UNIFORM PLUMBING CODE
DSL OREGON DEPARTMENT OF STATE LANDS	NAVOD88 NORTH AMERICAN VERTICAL DATUM - 1988	W/ WITH
DITCH BOTTOM OF DITCH	NTS NOT TO SCALE	WT WATER TIGHT
EG EXISTING GRADE	OAR OREGON ADMINISTRATIVE RULES	WWF WELDED WIRE FABRIC
EL ELEVATION	ODOT OREGON DEPARTMENT OF TRANSPORTATION	
ELEC ELECTRICAL	OH OVER HEAD	

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- LEGEND**
- PROPERTY LINE
  - 100 ----- EXISTING GROUND CONTOUR
  - EXISTING WATER LINE
  - EXISTING SANITARY LINE
  - EXISTING GAS LINE
  - EXISTING OVERHEAD POWER
  - EXISTING POWER POLE
  - Ⓜ EXISTING WATER METER
  - ⊙ EXISTING WATER VALVE
  - ⊗ EXISTING FIRE HYDRANT
  - ⊙ EXISTING CATCH BASIN
  - ⊙ EXISTING STORM MANHOLE
  - ⊙ EXISTING SANITARY MANHOLE
  - ⊙ UTILITY PEDESTAL AS NOTED
  - EXISTING CULVERT

**NORTH COAST**  
CIVIL DESIGN  
35240 TOHL AVE.  
NEHALEM, OR 97131  
Phone: 503.440.1088  
Cell: 503.812.9732  
Internet: www.nccivil.com

**CITY OF WARRENTON**  
IREDALE CULVERT REPLACEMENT PROJECT  
EXISTING CONDITIONS  
HAMMOND, OR

NO.	DATE	BY	REVISION COMMENTS

Design Drawn: Checked/initial Issues Date:  
KCA LJ KCA Monday, August 15, 2022

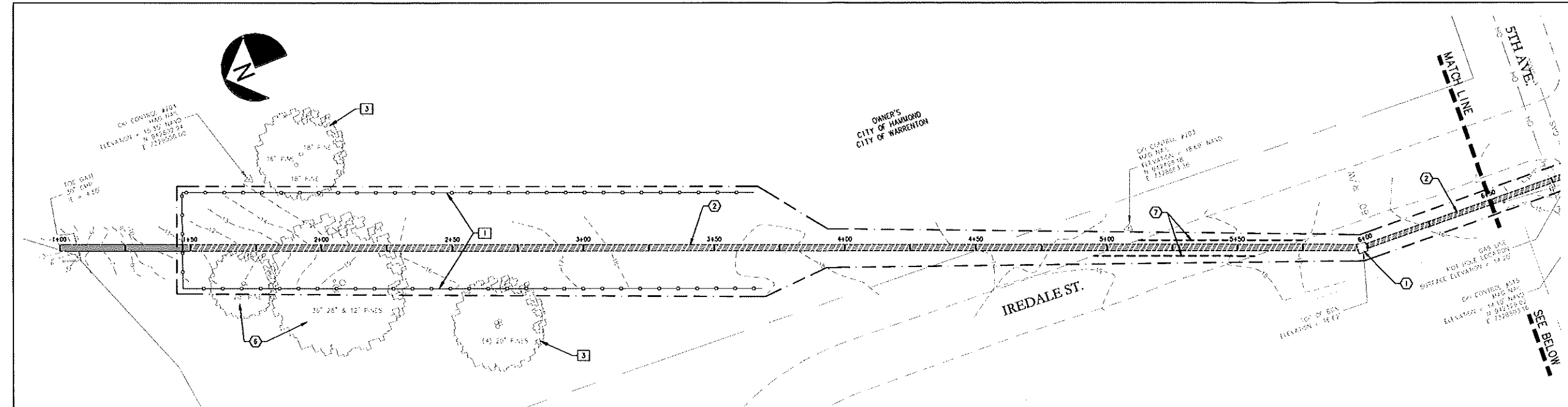
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**EX1**

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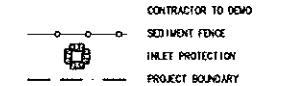


**STORM PIPE DEMOLITION PLAN - STA: 1+50 TO 6+50**  
 SCALE: 1" = 20'

**DEMOLITION NOTES**

- ① REMOVE EXISTING STORM STRUCTURE. CONTRACTOR SHALL SALVAGE AND DELIVER MATERIALS SPECIFIED BY THE CITY TO PUBLIC WORKS YARD. ALL OTHERS SHALL BE DISPOSED OF BY THE CONTRACTOR.
- ② REMOVE EXISTING STORM PIPE RECONNECT PIPES AS SHEETS U1-U2. CUT AND PLUG PIPE ENDS THAT ARE TO REMAIN.
- ③ EXISTING STREET SIGN TO BE REMOVED AND RELOCATED BY CITY. CONTRACTOR SHALL PROVIDE TEMPORARY STORAGE AND SAFETY MEASURES AS SPECIFIED IN THE TECHNICAL SPECIFICATIONS.
- ④ REMOVE AND RE-INSTALL UTILITY PEDESTAL.
- ⑤ OVERHEAD UTILITY POLES WILL NEED TO BE STABILIZATION BY PACIFIC POWER.
- ⑥ REMOVE EXISTING TREE, STUMPS AND ROOTS TO MAKE ROOM FOR NEW TIDE GATE VAULT.
- ⑦ SAWCUT EXISTING ASPHALT PAVEMENT (ALL DEPTHS ENCOUNTERED) AND DISPOSE OF MATERIALS AS SPECIFIED PER THE SPECIFICATIONS.

**LEGEND**



**CONSTRUCTION NOTES**

- 1. NO COMMUNICATIONS OR TELEPHONE UTILITIES SHALL BE DEMOLISHED AS PART OF THIS PROJECT. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTION TO STABILIZE AND PROTECT EXISTING 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. EXISTING UNDERGROUND UTILITIES SHALL BE SUPPORTED, SECURED AND MAINTAINED AS NECESSARY TO ALLOW INSTALLATION OF NEW WATER MAIN, AND STORM DRAINS. CONTRACTOR SHALL POT HOLE ALL UTILITY CROSSINGS, EXISTING UTILITY LOCATIONS AND DEPTHS MIN. 24 HRS IN ADVANCE OF CONSTRUCTION, TYP. (SUBSURFACE EXPLORATION) DIG WITH EXTREME CAUTION.
- 3. 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.
- 4. TRAFFIC CONTROL REQUIRED AT STA: 5+00 TO 11+50.

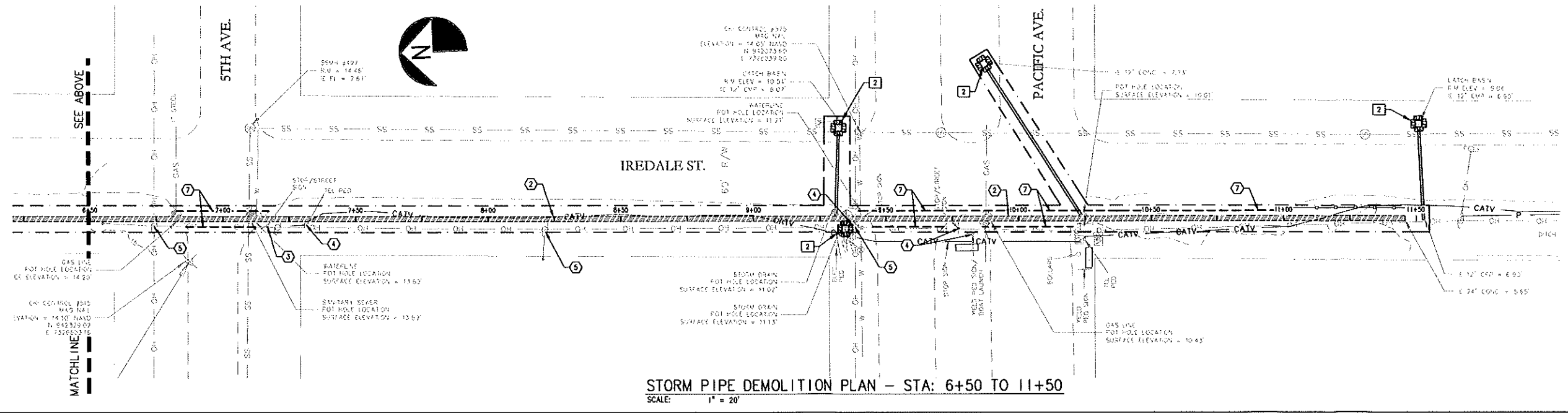
**EROSION & SEDIMENT CONTROL NOTES**

- 1. INSTALL SEDIMENT FENCE (TYP). SEE DETAIL 2/D12.
- 2. INSTALL INLET PROTECTION, SEE DETAIL 1/D12.
- 3. PRESERVE EXISTING TREE AND/OR VEGETATION.

**STOCK PILE NOTES**

CITY TO ESTABLISH STOCKPILE AREA. IF STOCKPILE AREA IS OFFSITE, IT IS TO BE APPROVED BY THE CITY. CONTRACTOR MUST HAVE COPIES OF LANDOWNER'S APPROVAL IN WRITING AND SUBMIT TO CITY FOR APPROVAL.

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**STORM PIPE DEMOLITION PLAN - STA: 6+50 TO 11+50**  
 SCALE: 1" = 20'

**CITY OF WARRENTON**  
 IREDALE CULVERT REPLACEMENT PROJECT  
 EROSION CONTROL PLAN AND DEMOLITION PLAN  
 HAMMOND, OR

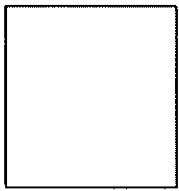
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Project No. 21001 Drawing No. EC01.DWG

**EC1**

Sheet No. \_\_\_\_\_





**CITY OF WARRENTON**  
 IREDALE CULVERT REPLACEMENT PROJECT  
 STORM UTILITY CONSTRUCTION DRAWINGS  
 STA 1+00 TO 6+50 - PLAN & PROFILE VIEW  
 HAMMOND, OR

NO.	DATE	BY	REVISION COMMENTS

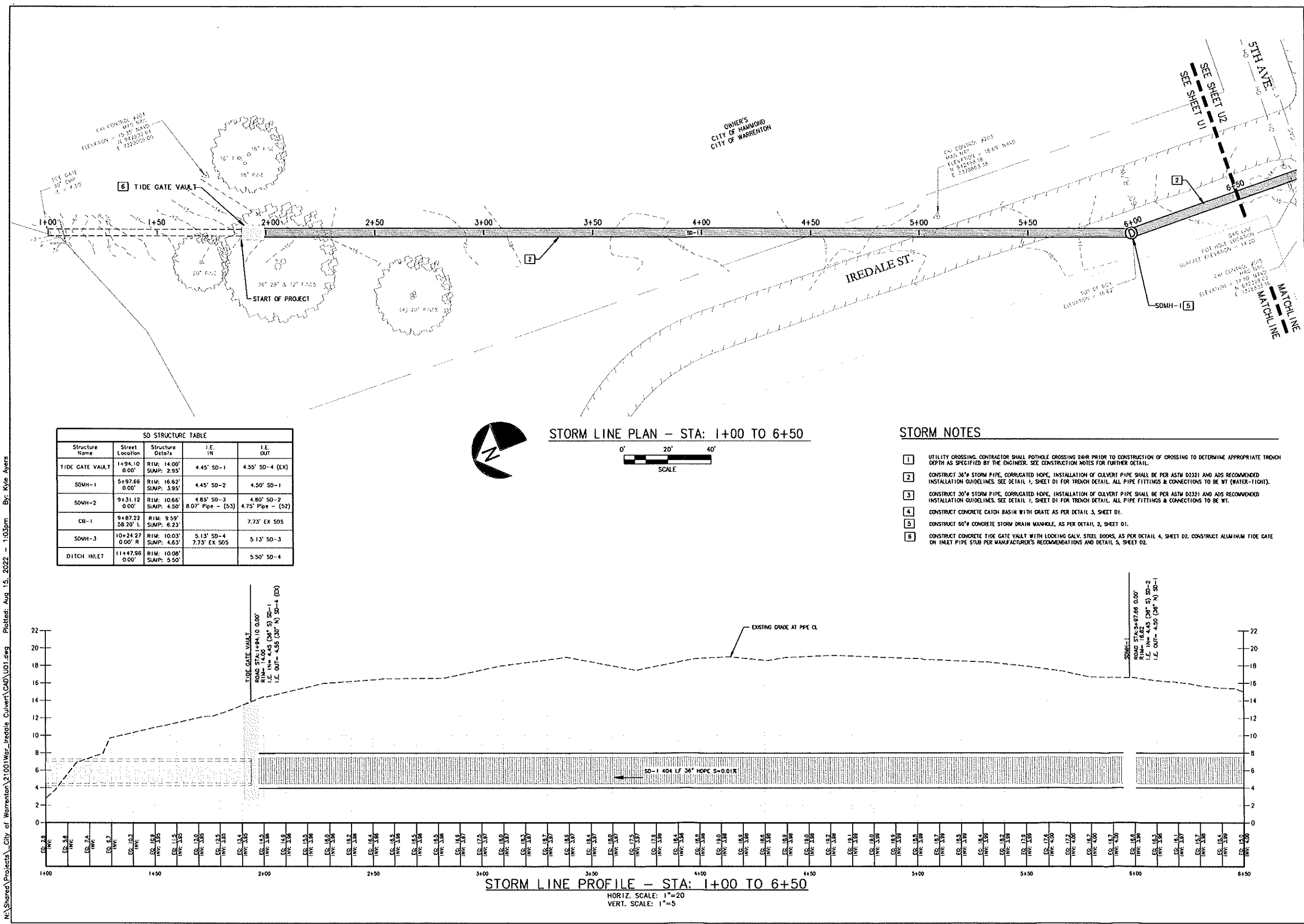
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 KCA LJ KCA Monday, August 15, 2022

Project No. 21001 Drawing No. U01.DWG

**U1**

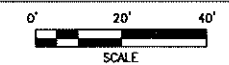
Sheet No.

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Structure Name	Street Location	Structure Details	I.E. IN	I.E. OUT
TIDE GATE VAULT	1+94.10 0.00'	RIM: 14.00' SLUMP: 2.95'	4.45' SD-1	4.55' SD-4 (EX)
SOMH-1	5+97.66 0.00'	RIM: 16.62' SLUMP: 3.95'	4.45' SD-2	4.50' SD-1
SOMH-2	9+31.12 0.00'	RIM: 10.66' SLUMP: 4.50'	4.85' SD-3 8.07' Pipe - (53) 4.75' Pipe - (52)	4.80' SD-2
CB-1	9+87.22 58.20' L	RIM: 9.59' SLUMP: 6.23'		7.73' EX 505
SOMH-3	10+24.27 0.00' R	RIM: 10.03' SLUMP: 4.63'	5.13' SD-4 7.73' EX 505	5.13' SD-3
DITCH INLET	11+47.98 0.00'	RIM: 10.08' SLUMP: 5.50'		5.50' SD-4

STORM LINE PLAN - STA: 1+00 TO 6+50



STORM NOTES

- 1 UTILITY CROSSING. 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.
- 2 CONSTRUCT 36" STORM PIPE, CORRUGATED HOPE. INSTALLATION OF CULVERT PIPE SHALL BE PER ASTM D2321 AND ADS RECOMMENDED INSTALLATION GUIDELINES. SEE DETAIL 1, SHEET D1 FOR TRENCH DETAIL. ALL PIPE FITTINGS & CONNECTIONS TO BE WT (WATER-TIGHT).
- 3 CONSTRUCT 30" STORM PIPE, CORRUGATED HOPE. INSTALLATION OF CULVERT PIPE SHALL BE PER ASTM D2321 AND ADS RECOMMENDED INSTALLATION GUIDELINES. SEE DETAIL 1, SHEET D1 FOR TRENCH DETAIL. ALL PIPE FITTINGS & CONNECTIONS TO BE WT.
- 4 CONSTRUCT CONCRETE CATCH BASIN WITH GRATE AS PER DETAIL 3, SHEET D1.
- 5 CONSTRUCT 60" CONCRETE STORM DRAIN MANHOLE, AS PER DETAIL 2, SHEET D1.
- 6 CONSTRUCT CONCRETE TIDE GATE VAULT WITH LOCKING GALV. STEEL DOORS, AS PER DETAIL 4, SHEET D2. CONSTRUCT ALUMINUM TIDE GATE ON INLET PIPE STUB PER MANUFACTURER'S RECOMMENDATIONS AND DETAIL 5, SHEET D2.

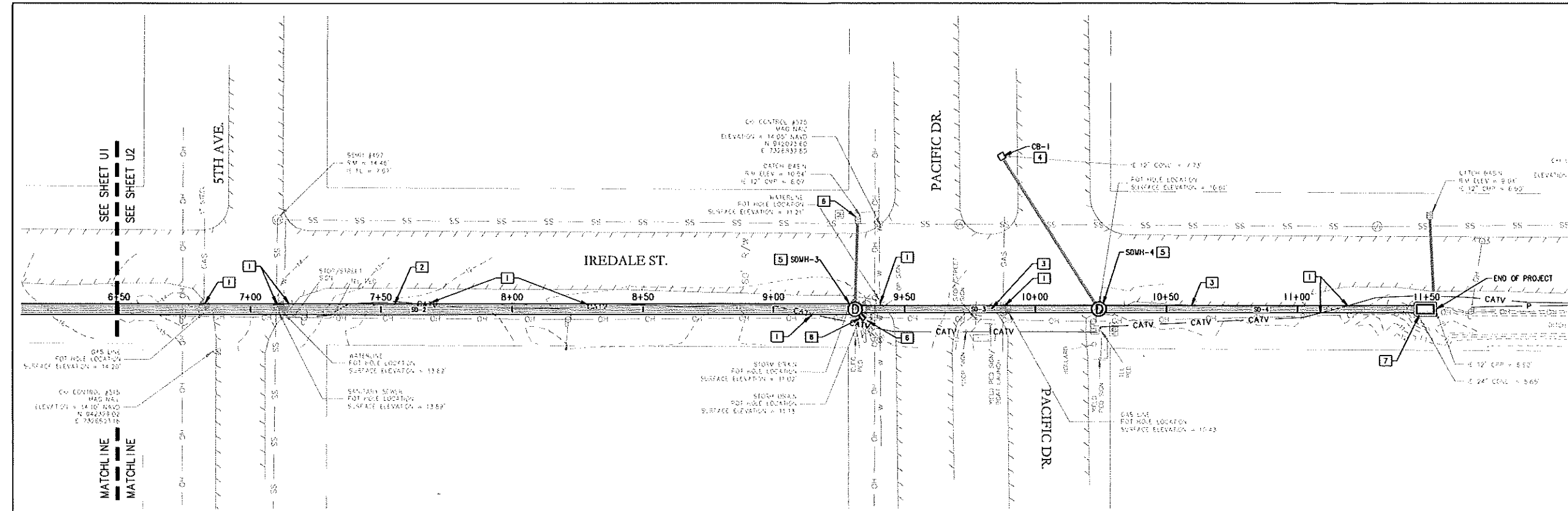


STORM LINE PROFILE - STA: 1+00 TO 6+50

HORIZ. SCALE: 1"=20'  
 VERT. SCALE: 1"=5'

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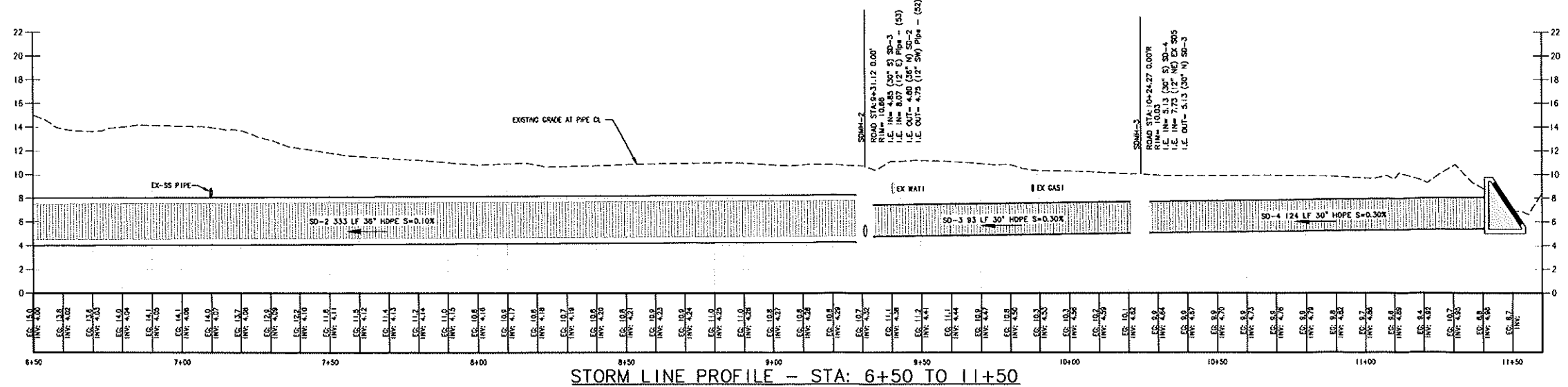


SD STRUCTURE TABLE				
Structure Name	Street Location	Structure Details	I.E. IN	I.E. OUT
TIDE GATE VAULT	1+94.10 0.00'	RIM: 14.00' SUMP: 2.95'	4.45' SD-1	4.55' SD-4 (EX)
SOWH-1	5+97.66 0.00'	RIM: 16.62' SUMP: 3.55'	4.45' SD-2	4.50' SD-1
SOWH-2	9+31.12 0.00'	RIM: 10.66' SUMP: 4.50'	4.85' SD-3 8.07' Pipe - (S3)	4.80' SD-2 4.75' Pipe - (S2)
CB-1	9+87.22 58.20' L	RIM: 9.59' SUMP: 6.23'		7.73' EX S05
SOWH-3	10+24.27 0.00' R	RIM: 10.03' SUMP: 4.63'	5.13' SD-4 7.73' EX S05	5.13' SD-3
DITCH INLET	11+47.96 0.00'	RIM: 10.08' SUMP: 5.50'		5.50' SD-4

STORM LINE PLAN - STA: 6+50 TO 11+50

**STORM NOTES**

- 1 UTILITY CROSSING. CONTRACTOR SHALL POthOLE CROSSING 48HR PRIOR TO CONSTRUCTION OF CROSSING TO DETERMINE APPROPRIATE TRENCH DEPTH AS SPECIFIED BY THE ENGINEER. SEE CONSTRUCTION NOTES FOR FURTHER DETAIL.
- 2 CONSTRUCT 36" STORM PIPE, CORRUGATED HDPE. INSTALLATION OF CLAYPIPE SHALL BE PER ASTM D2321 AND ADS RECOMMENDED INSTALLATION GUIDELINES. SEE DETAIL 1, SHEET D1 FOR TRENCH DETAIL. ALL PIPE FITTINGS & CONNECTIONS TO BE WT.
- 3 CONSTRUCT 30" STORM PIPE, CORRUGATED HDPE. INSTALLATION OF CLAYPIPE SHALL BE PER ASTM D2321 AND ADS RECOMMENDED INSTALLATION GUIDELINES. SEE DETAIL 1, SHEET D1 FOR TRENCH DETAIL. ALL PIPE FITTINGS & CONNECTIONS TO BE WT.
- 4 CONSTRUCT CONCRETE CATCH BASIN WITH GRATE AS PER DETAIL 3, SHEET D1. RECONNECT EXISTING PIPE TO NEW STORM STRUCTURE WITH WATER-TIGHT CONNECTION.
- 5 CONSTRUCT 60" CONCRETE STORM DRAIN MANHOLE, AS PER DETAIL 2, SHEET D1.
- 6 CATCH BASIN TO REMAIN
- 7 CONCRETE INLET PROTECTION TYPE W-E AND GRATE, AS PER DETAIL 4 & 5, SHEET D1.
- 8 CONSTRUCT 12" STORM PIPE. CONNECT NEW STORM PIPE TO EXISTING STRUCTURE WITH WATER-TIGHT CONNECTION.



STORM LINE PROFILE - STA: 6+50 TO 11+50

HORIZ. SCALE: 1"=20'  
 VERT. SCALE: 1"=5'

**CITY OF WARRENTON**  
 IREDALE CULVERT REPLACEMENT PROJECT  
 STORM UTILITY CONSTRUCTION DRAWINGS  
 STA 6+50 TO 11+50 - PLAN & PROFILE VIEW  
 HAMMOND, OR

NO.	DATE	BY	REVISION COMMENTS

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 KKA LU J KKA, Mendocino, August 15, 2022

Project No. Drawing No.  
 21001 U01.002

**U2**

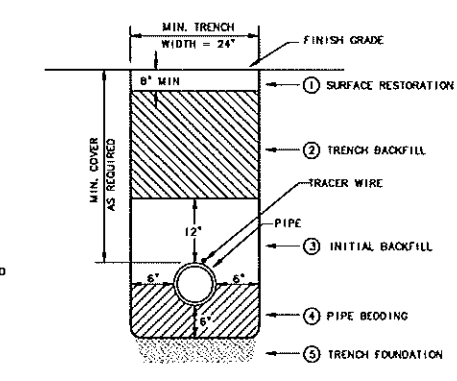
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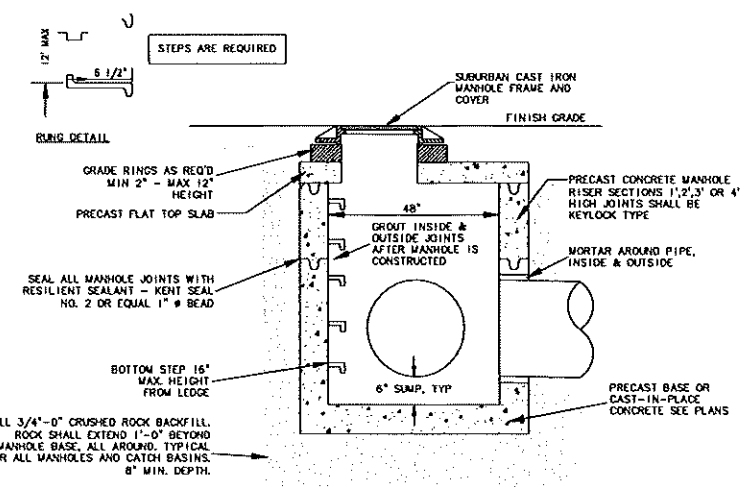
**NOTES:**  
 \* ALL DIMENSIONS SHOWN ARE MINIMUM AND RELATIVE TO OUTSIDE OF PIPE BELL.  
 \* MINIMUM COVER: STORM MAIN = 12"

**TRENCH MATERIAL:**

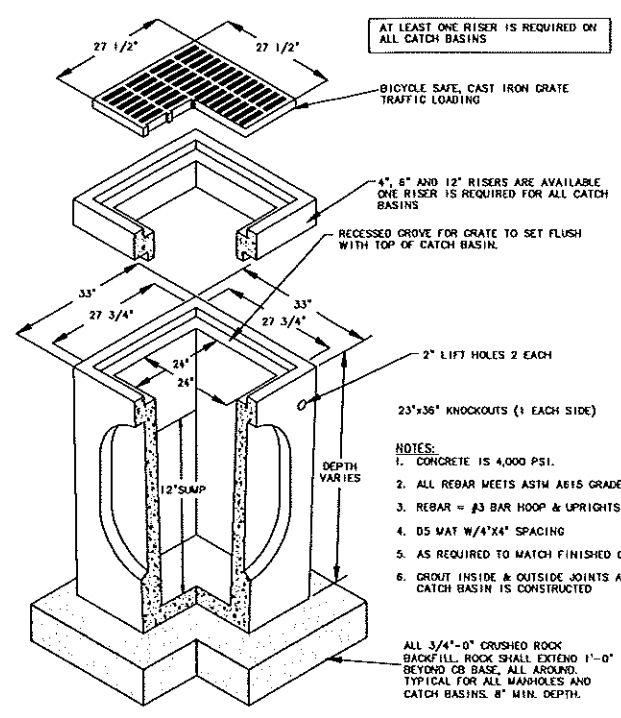
- 1 MATCH FINISH GRADE MATERIALS AS SHOWN ON PLANS.
- 2 COMPACTED 3/4"-0" CRUSHED ROCK WITHIN ALL ROAD SECTIONS AND ROAD SHOULDERS. CLEAN NATIVE SAND ON PRIVATE PROPERTY.
- 3 COMPACTED 3/4"-0" CRUSHED ROCK.
- 4 COMPACTED 3/4"-0" CRUSHED ROCK.
- 5 UNDISTURBED NATIVE MATERIAL OR 1-1/2" MINUS CRUSHED ROCK IF TRENCH FOUNDATION STABILIZATION IS REQUIRED.



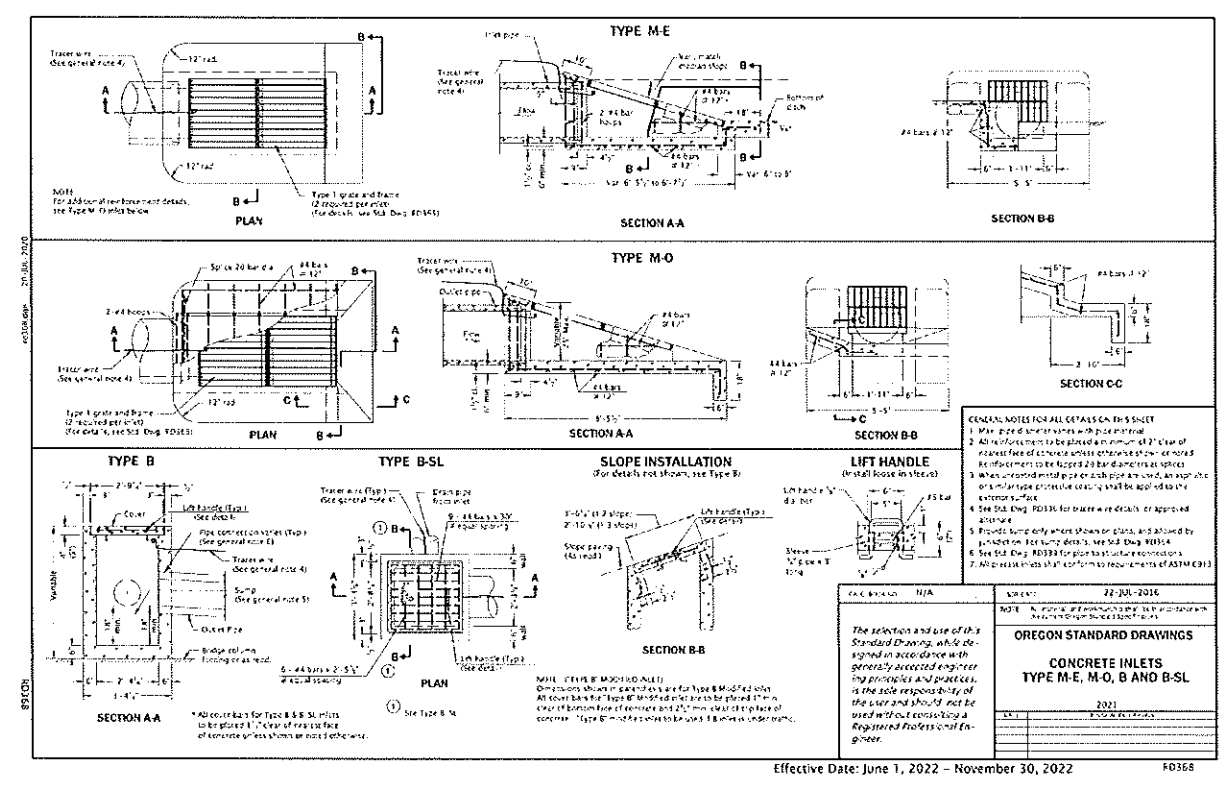
1 TYP. STORM TRENCH DETAIL  
 DT1 NO SCALE



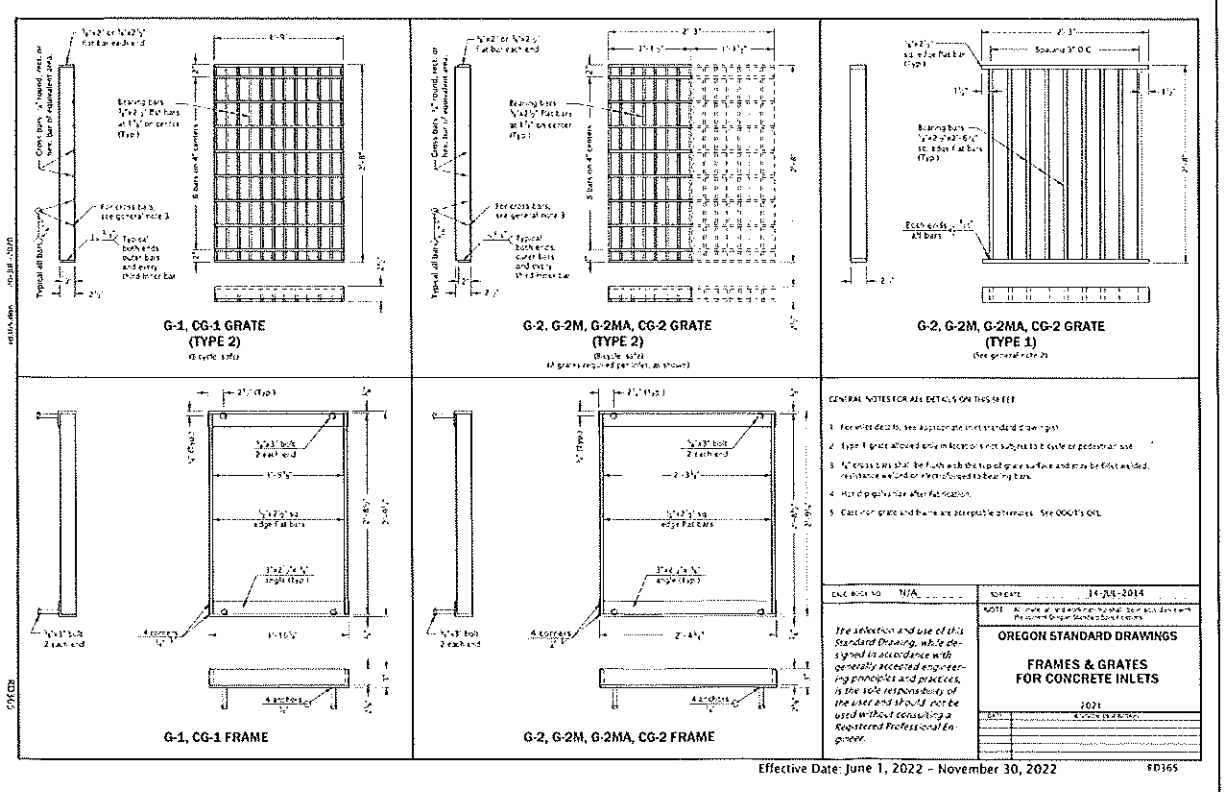
2 STORM MANHOLE SECTION  
 DT1 NO SCALE



3 STANDARD CONCRETE CATCH BASIN  
 DT1 NO SCALE



4 CONCRETE INLETS TYPE M-E  
 DT1 NO SCALE



5 FRAMES & GRATES FOR CONCRETE INLETS  
 DT1 NO SCALE

**CITY OF WARRENTON**  
 IREDALE CULVERT REPLACEMENT PROJECT  
 STORM WATER CONSTRUCTION DETAILS  
 HAMMOND, OR

NO.	DATE	BY	REVISION	COMMENTS

Project No.	Drawing No.
21001	DT1.DWG
<b>DT1</b>	
Sheet No.	



Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension
Iredale Culvert Replacement Project-Base Bid	Required						
BASE BID	1	1	Mobilization, Traffic Control & Flagging (5%)	LS	1		
	2	2	Erosion Control, Stormwater Management & Dewatering	LS	1		
	3	3	Construction Survey Services	LS	1		
	4	4	Asphalt Sawcut	LF	685		
	5	5	Asphalt Pavement & Concrete Demolition (In Place Quantities)	SY	423		
	6	6	General Excavation & General Fill (In Place Quantities)	CY	24		
	7	7	Over-Excavation & Base Stabilization, including Excavation, Haul-Off, Fabric and Pit-Run Rock (As Directed - In Place, Compacted Quantities)	CY	24		
	8	8	3/4"-0" Aggregate for shoulder rock	CY	10		
	9	9	CDF Backfill (As Directed By Engineer)	CY	100		
	10	10	Asphalt Paving (4 Thick Road Section-2-2" lifts)	TON	77		
	11	11	Construction Fabric @ road crossings	SY	83		
	12	12	12" White Striping, Thermoplastic	LF	53		
	13	13	Adjust Existing Surface Structures,	EA	3		
	14	14	Raise/Lower Existing Franchise Utility to Allow For New Storm Main Construction (Per Plan & As Directed By Engineer)	EA	2		
	15	15	Reconstruct 4" diam. ASTM D-3034 Sewer Service Lateral at New Grade if Conflict Exists (As Directed By Engineer)	EA	1		
	16	16	Connection 1 - Station 1+90, complete per plans and specifications	EA	1		
	17	17	Connection 2 - Station 5+97, complete per plans and specifications	EA	1		
	18	18	Connection 3 - Station 9+31, complete per plans and specifications	EA	1		
	19	19	Connection 4 - Station 10+24, complete per plans and specifications	EA	1		
	20	20	Connection 5 - Station 11+45, complete per plans and specifications	EA	1		
	21	21	Furnish & Install 30" SaniTite storm culvert pipe, includes bedding and select backfill per plans and specifications, complete	LF	215		
	22	22	Furnish & Install 36" SaniTite storm culvert pipe, includes bedding and select backfill per plans and specifications, complete	LF	935		
END BASE BID	23	23	Furnish & Install 36" tidegate - Waterman AF-41, Station 1+90, complete per plans and specifications	EA	1		
ALTERNATE BID ITEMS	24	ALT-1	Furnish & Install 30" ADS HDPE storm culvert pipe, WATER-TIGHT, includes bedding and select backfill per plans and specifications, complete, In-Lieu of Bid Item 21	LF	215		
	25	ALT-2	Furnish & Install 36" ADS HDPE storm culvert pipe, WATER-TIGHT, includes bedding and select backfill per plans and specifications, complete, In-Lieu of Bid Item 22	LF	935		
	26	ALT-3	Furnish & Install 30" CONCRETE storm culvert pipe, WATER-TIGHT, includes bedding and select backfill per plans and specifications, complete, In-Lieu of Bid Item 21	LF	215		
END ALTERNATE BID ITEMS	27	ALT-4	Furnish & Install 36" CONCRETE storm culvert pipe, WATER-TIGHT, includes bedding and select backfill per plans and specifications, complete, In-Lieu of Bid Item 22	LF	935		



AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Collin Stelzig, P.E., Public Works Director  
DATE: August 23, 2022  
SUBJ: Bid Award – 2022-23 Pavement Management Project

SUMMARY

On August 16<sup>th</sup>, 2022, bids were opened for the 2022-23 Pavement Management Project. Bayview Asphalt, Inc. was the lowest responsive bidder at \$588,268. The engineers estimated cost of construction was \$600,472.

Attached to this Agenda Memorandum is the recommendation to award letter for this project as well as the bid tabulation sheet.

RECOMMENDATION/SUGGESTED MOTION

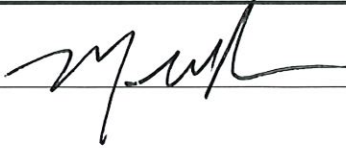
“I move to approve awarding the contract for the 2022-23 Pavement Management Project to Bayview Asphalt, Inc. for the amount of \$588,268.”

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 2022-2023 Adopted Budget.

Approved by City Manager:  08-17-22  
All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.



August 17, 2022

City of Warrenton  
**Attn: Trisha Hayrynen**  
**Public Works – Engineering Technician**  
PO Box 250  
225 S Main Ave  
Warrenton, OR 97146

**Re: Recommendation for Bid Award for Pavement Management Project 2022,  
NC Civil Project No. 21002War**

Dear Trisha:

There were 2 prime plan holders for the above referenced public works project. The public bid opening was held on August 16, 2022 at 2:00 PM, at which time there were 2 bids submitted.

Upon review of the bid package submitted, we recommend that the project be awarded to Bayview Asphalt, for the total calculated amount of \$588,268.00. The Engineer's Opinion of Probable Construction Cost for this project is approximately \$600,472. Per your authorization, we have issued the required Notice of Intent to Award the contract to the lowest responsive bidder identified above.

Notwithstanding any bid protests that might be submitted within seven days from after the date of the Notice of Intent to Award the contract, we will then award the contract to the lowest responsive bidder identified above.

If you have any questions, regarding this project or the bid process, please feel free to call at your convenience.

Sincerely,

Kyle Ayers, PE  
Project Manager

encls: Bid tabulation sheet  
cc: Project File

**BID TABS - CITY OF WARRENTON PAVEMENT MANAGEMENT PROGRAM - 2022**



ITEM	DESCRIPTION	ENGINEER'S ESTIMATE				BAYVIEW		OLYMPIA GRANITE	
		UNITS	QUAN	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS
1	MOBILIZATION, BOND, TRAFFIC CONTROL	LS	1	\$ 50,000	\$50,000.00	\$72,000.00	\$72,000.00	\$97,446.00	\$97,446.00
2	FURNISH & INSTALL AC OVERLAY, COMPACTED - ANCHOR AVE SE, 2 - 1" LIFTS, FIELD MARKED	TONS	267	\$ 170	\$45,390.00	\$150.00	\$40,050.00	\$195.00	\$52,065.00
3	FURNISH & INSTALL AC OVERLAY, COMPACTED - SECOND AVE, 1- 2" LIFT, FIELD MARKED (HAMMOND)	TONS	67	\$ 170	\$11,390.00	\$197.00	\$13,199.00	\$185.00	\$12,395.00
4	FURNISH & INSTALL AC OVERLAY, COMPACTED - CEDAR AVE SW, 4" IN 2-2" LIFTS, FIELD MARKED (SCHOOL)	TONS	584	\$ 170	\$99,280.00	\$138.00	\$80,592.00	\$205.00	\$119,720.00
5	FURNISH & INSTALL AC OVERLAY, COMPACTED - 1ST NW, 4" IN 2-2" LIFTS, FIELD MARKED	TONS	898	\$ 170	\$152,660.00	\$134.00	\$120,332.00	\$205.00	\$184,090.00
6	FURNISH & INSTALL AC OVERLAY, COMPACTED - FLEET ST, 4" IN 2-2" LIFTS, FIELD MARKED (HAMMOND)	TONS	134	\$ 170	\$22,780.00	\$172.00	\$23,048.00	\$205.00	\$27,470.00
7	FURNISH & INSTALL AC OVERLAY, COMPACTED - 5TH ST SW, 2" IN 2-1" LIFTS, FIELD MARKED	TONS	65	\$ 170	\$11,050.00	\$210.00	\$13,650.00	\$195.00	\$12,675.00
8	FURNISH & INSTALL AC OVERLAY, COMPACTED - PEACOCK ST, 2" IN 2-1" LIFTS, FIELD MARKED (HAMMOND)	TONS	283	\$ 170	\$48,110.00	\$148.00	\$41,884.00	\$195.00	\$55,185.00
9	FURNISH & INSTALL AC OVERLAY, COMPACTED - ENSIGN AVE SE, 2" IN 2-1" LIFTS, FIELD MARKED	TONS	191	\$ 170	\$32,470.00	\$164.00	\$31,324.00	\$195.00	\$37,245.00
10	FURNISH & INSTALL AC OVERLAY, COMPACTED - 5TH ST SE, 2" IN 2-1" LIFTS, FIELD MARKED	TONS	56	\$ 170	\$9,520.00	\$230.00	\$12,880.00	\$195.00	\$10,920.00
11	FURNISH & INSTALL AC OVERLAY, COMPACTED - THIRD AVE, 2" IN 2-1" LIFTS, FIELD MARKED (HAMMOND)	TONS	198	\$ 170	\$33,660.00	\$158.00	\$31,284.00	\$195.00	\$38,610.00
12	FURNISH & INSTALL AC OVERLAY, COMPACTED - NW GARDENIA AVE, 2" IN 2-1" LIFTS, FIELD MARKED	TONS	158	\$ 170	\$26,860.00	\$168.00	\$26,544.00	\$195.00	\$30,810.00
13	FURNISH & INSTALL WATER BARS AS DIRECTED BY ENG.	LF	322	\$ 40	\$12,880.00	\$23.00	\$7,406.00	\$17.50	\$5,635.00
14	FURNISH & INSTALL FRANCHISE UTILITY ADJUSTMENTS	EA	20	\$ 28	\$560.00	\$40.00	\$800.00	\$1,200.00	\$24,000.00
14	FURNISH & INSTALL 12" WHITE, THERMOPLASTIC STOP BARS	LF	285	\$ 22	\$6,270.00	\$35.00	\$9,975.00	\$16.00	\$4,560.00
16	FURNISH & INSTALL SHOULDER ROCK - COMPACTED 3/4"-0"	CY	92	\$ 100	\$9,200.00	\$328.00	\$30,176.00	\$250.00	\$23,000.00
17	FURNISH & INSTALL AC GRIND-OUT AS DIRECTED BY ENG.	SY	2,366	\$ 12	\$28,392.00	\$14.00	\$33,124.00	\$30.00	\$70,980.00
<b>TOTALS &gt;</b>					<b>\$600,472.00</b>		<b>\$588,268.00</b>	<b>\$806,806.00</b>	