



CITY OF WARRENTON

Hammond Boat Basin Maintenance Dredging

Contract Documents and Technical Specifications

OWNER:

City of Warrenton
Attn: Jane Sweet
Harbormaster
225 S. Main Ave.
Warrenton, OR 97146
503-861-3822

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CONTRACT DOCUMENTS

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**CITY OF WARRENTON
INVITATION TO BID**

Sealed bids for the **Hammond Boat Basin Maintenance Dredging 2019** will be received by Jane Sweet, Harbormaster, for the Owner, CITY OF WARRENTON, at 225 S MAIN AVE. WARRENTON, OR 97146 until 15:00., PDT, on August 30, 2019 at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time. All bidders shall submit, in a separate, sealed envelope, within two working hours of the bid opening time, on the bid date, a completed First-Tier Subcontractor Disclosure Form in compliance with ORS 279C.370. No bids will be accepted after this time.

The work shall be accomplished in the spring of 2019.

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

1. Marina Dredging & Disposal
2. Construction Surveying
3. Water Quality Monitoring

Contract documents may be reviewed at the following locations:

225 S MAIN AVE. WARRENTON, OR 97146

Contract documents may be obtained from the City website where the project bid documents will be available, beginning August 16, 2019.

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

A **NON-MANDATORY PRE-BID MEETING** will be held for all bidders planning to submit a bid, on August 23, 2019 starting at 10a.m. in the Commission Chambers at Warrenton Marina. ~~This pre-bid conference is mandatory, and a~~ Any statements made by the Owner's representatives at the conference are not binding upon the Owner unless confirmed by written addendum. ~~**ANY BIDDER WISHING TO SUBMIT AN OFFER MUST ATTEND.**~~

Bid security in the amount of not less than 10% of the bid must accompany each bid in accordance with the Instructions to Bidders. The Owner reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject, for good cause, any or all bids upon a finding of the Owner that it is in the public interest to do so in accordance with ORS 279C.395. The Owner reserves the right to waive any bid irregularities or informalities.

No bidder may withdraw or modify the bidder's bid after the hour set for the opening thereof, until after the lapse of 45 days from the bid opening.

By Order of the
CITY OF WARRENTON

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INSTRUCTIONS TO BIDDERS

1. THE PROJECT:

The work of this project will take place in Warrenton, Oregon and will consist of; Removing sediment from a specified dredge prism as outlined in the plans and specifications for maintenance dredging at Hammond Boat Basin. The location of the project is the Marina at the intersection of Iredale Street and Lake Drive.

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

- a. Marina Dredging & Disposal
- b. Construction Surveying
- c. Water Quality Monitoring

2. CONTRACT DOCUMENTS:

Contract Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, First-Tier Subcontractor Disclosure Form, Agreement, General Conditions to the Agreement, Supplemental General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Drawings, and Special Specifications prepared or issued by Mott MacDonald, 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 in writing and emailed to the City at jsweet@ci.warrenton.or.us. Please call 503-861-3822 to verify receipt. Requests to be given consideration must be received at least 4 days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered via messenger or facsimile transmission to all prospective bidders not later than 72 hours prior to the bid opening, at the respective addresses furnished for such purposes.

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

4. TIME OF COMPLETION:

The work to be performed under this contract shall be completed within 30 calendar days after the end of each dredging In-Water Work Window, with such extensions of time as provided for in the General Conditions.

5. QUALIFICATIONS OF BIDDER AND SUBCONTRACTOR:

The Owner may make such investigations as deemed necessary to determine the ability of the bidder and subcontractors to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder and subcontractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Each bid must contain a statement as to whether

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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 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:

There will be a **non**-mandatory pre-bid conference for all bidders planning to submit a bid on August 23, 2019 starting at 10a.m. in the conference room at the Commission Chambers at Warrenton Marina. ~~This pre-bid conference is mandatory and~~ Any statements made by the Owner's representatives at the conference are not binding upon the Owner unless confirmed by written addendum. (OAR 137-049- 0200(B)(i)(ii)(iii))

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

- ~~(a) An authorized employee or officer of a Bidder that would be the primary contractor or equal partner upon award of the Contract; or~~

~~An agent of the Bidder authorized to represent that Bidder at the Pre-Bid Conference, if such Bidder would be the primary contractor or equal partner upon award of the Contract~~

9. DISCLOSURE OF FIRST-TIER SUBCONTRACTORS:

In accordance with ORS 279C.370, each bidder must submit in a separate sealed envelope, a completed First-Tier Subcontractor Disclosure Form within two working hours after the date and time of the bid opening. The separate envelope must be clearly labeled "FIRST-TIER

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SUBCONTRACTOR DISCLOSURE FORM” and shall be marked with the bidder’s name, address and project title. The list shall identify any first-tier subcontractors that will be furnishing labor or furnishing labor and materials meeting the minimum amount specified in ORS 279C.370. A bidder shall submit the required disclosure form either with its bid submission or within two working hours after the date and time of the bid closing deadline.

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

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

Instructions for First-Tier Subcontractor Disclosure Form

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

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

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

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

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

10. PREPARATION OF BIDS:

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

11. BID SECURITY:

Each bid must be accompanied by cash, a cashier’s check, a certified check of the bidder, an irrevocable letter of credit issued by an institution as defined in ORS 279C.380, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. Such bid security will be returned to all except the three lowest bidders within 7 days after the opening of bids. The remaining bid security will be returned promptly after the Owner and the accepted bidder has executed the contract. If no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as the bidder has

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not been notified of the acceptance of the bidder's bid, the bid shall be returned. The bid security of the successful bidder will be retained until the Performance Bond and Payment Bond have been executed and approved, after which it will be returned.

12. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

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

13. SUBMISSION OF BIDS:

Each bid must be submitted in a sealed envelope marked:

“BID ENCLOSED”

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

14. MODIFICATION OR WITHDRAWAL OF BID:

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

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bid received and to accept the bid which, in its judgment, is in its own best interest. All work of this project will be awarded as a single general contract to one Contractor. Award will be made to the lowest responsible bidder. ~~In determining the lowest responsible bidder, the Owner will, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any of the preference given to that bidder in the state in which the bidder resides.~~ The Owner shall consider all bids immediately following the bid opening. The Owner may select any combination of additive bids, and the additive bids will be selected in the best interest of the owner.

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

HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

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

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

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

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Schedule of Contract Prices

Item	Description	Quantity	Units	Unit Cost (\$)	Total for Item (\$)
1	Mobilization/Demobilization	2	EA		
2	Construction Surveying	1	LS		
3	Marina Dredging	30,500	CY		
COMPUTED TOTAL FOR BASE BID					
4	Marina Dredging (additive bid 1)	6,500	CY		
COMPUTED TOTAL FOR ADDITIVE BID 1					
5	Marina Dredging (additive bid 2)	13,000	CY		
COMPUTED TOTAL FOR ADDITIVE BID 2					
6	Marina Dredging (additive bid 3)	7,500	CY		
COMPUTED TOTAL FOR ADDITIVE BID 3					
7	Remobilization (additive bid)	4	LS		
COMPUTED TOTAL FOR ADDITIVE BID 4					
COMPUTED TOTAL FOR BASE BID AND ADDITIVE BIDS					

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

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

Respectfully Submitted,

Name of Firm _____

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 _____, 2019

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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:

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

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

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

PRINCIPAL: _____ **SURETY:** _____

By _____ BY ATTORNEY-IN-FACT:
Signature

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

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FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

(OAR 137-049-0360)

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

AGENCY SUPPLIED INFORMATION:

PROJECT NAME:

HAMMOND BOAT BASIN MARINA DREDGING 2019

BID #: _____

BID CLOSING: Date: _____ Time: _____ ☐ AM ☐ PM

REQUIRED DISCLOSURE DEADLINE: Date: _____ Time: _____ ☐ AM ☐ PM

Deliver Form To (Agency): City of Warrenton

Designated Recipient (Person): Jane Sweet, Harbormaster #:503-861-3822 Agency's Address: ~~225-South Main Ave~~ 501 NE Harbor Pl, Warrenton, OR 97146

INSTRUCTIONS:

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

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

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

BIDDER DISCLOSURE:

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

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

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

or

b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2019 by and between

CITY OF WARRENTON

hereinafter called the Owner, and _____, hereinafter called the "Contractor."

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

ARTICLE I - Scope of the Work

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

HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

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

- a. Advertisement for Bids
- b. Instructions to Bidders
- c. Bid Form
- d. Bid Bond
- e. First-Tier Subcontractor Disclosure Form
- f. Agreement
- g. General Conditions to the Agreement
- h. Performance Bond
- i. Payment Bond
- j. Notice of Award
- k. Notice to Proceed
- l. All Change Orders issued after execution of this Agreement
- m. Drawings prepared by Mott MacDonald, numbered 1 to 7 and dated July 17, 2019.
- n. Specifications prepared or issued by Mott MacDonald, dated July 17,, 2019.
- o. All Change Orders issued after execution of this Agreement
- p. Permits (Attachment A1)
- q. Addenda:

No. _____, dated _____, 2019.

No. _____, dated _____, 2019.

No. _____, dated _____, 2019.

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

ARTICLE II - Time of Completion

The work to be performed under this contract shall be commenced within 10 calendar days after the date of written notice by the Owner to the Contractor to proceed. The written notice to proceed shall be issued within 10 days following receipt of the acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded. The Work under the Contract may span multiple in-water work window (IWWW) seasons and may require multiple mobilizations efforts. In-water work window 1 (IWWW1) is Nov 1-Dec 31, 2019. In-water work window 2 (IWWW2) is Nov 1 – Dec 31, 2020. Substantial completion shall be achieved not later than 30 calendar days following the end of the dredging In-Water Work Windows 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 **\$250.00** per day.

ARTICLE IV - Contract Sum

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

ARTICLE V - Progress Payments

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

- 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 there from.

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

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

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

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

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

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

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

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

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"Engineer" - The firm of Mott MacDonald, or authorized personnel acting for the firm, the Engineer being the agent of the Owner. Unless specified elsewhere or directed otherwise by the Owner, the Engineer will be the Owner's Representative during construction. Role of Engineer may include owner's representative if approved by the Mott MacDonald at the time of construction.

"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.

"Owner's Representative" - These General Conditions refer to the Engineer as the Owner's Representative. Unless otherwise specified prior to construction, the Engineer will be the Owner's Representative during construction. The Owner may provide an alternate designated Owner's Representative during construction.

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

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

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

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

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

"Subcontractor" - Any individual, firm or corporation acting for or in behalf of the Contractor in the execution of all or any part of the contract. This does not include those working for hire or suppliers of material or equipment except that production of materials or

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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.

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EPA - Environmental Protection Agency
FHWA - Federal Highway Administration
ITE - Institute of Traffic Engineers
IWWW – In-Water Work Window
NEC - National Electrical Code
NEMA - National Electrical Manufacturer's Association
NLMA - National Lumber Manufacturer's Association
ORS - Oregon Revised Statutes
OSHA - Occupational Safety and Health Administration
ODOT - Oregon State Department of Transportation
PCA - Portland Cement Association
UBC - Uniform Building Code
UL - Underwriter's Laboratories, Inc.
WWPA - Western Wood Products Association

GC-2 BID REQUIREMENTS

2.1 INCLUSION OF BID IN CONTRACT:

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

GC-3 AWARD AND EXECUTION OF CONTRACT

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

The time of completion of the work contemplated by this contract shall not be vitiated by the fact that there will, of necessity, be a certain period of elapsed time between the date of receiving bids and the signing of the written instruments by all parties thereto. In specifying the dates for completion, it has been assumed that a period of not more than 45 days will elapse between the receiving of the bids and the submission to the Contractor of the written contract for the Contractor's execution. If the above period exceeds this amount, the bidder will be released from the Contractor's bid security unless by written notice to the Owner the Contractor has granted the Owner an extension of time for the official award of the contract.

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

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

3.3 AMOUNT OF CONTRACT:

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

3.4 ESTIMATES OF QUANTITIES APPROXIMATE ONLY:

It is expressly agreed that the quantities shown in the bid form whether for a "Unit Price Contract"

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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. **The guarantee does not include changes in depth due to sedimentation within the basin.**

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.

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- Insofar as is practicable, the Contractor shall make payment for subcontract work in the same units and on the same basis of measurement as apply under the main contract. The Owner will not be responsible for loss resulting from the Contractor's failure to do so. In making payments to Subcontractors, the Contractor shall protect against the possibility of overpayment, and the Contractor shall assume such losses as may result from overpayment.
- The subcontracting of any or all of the work to be done will in no way relieve the Contractor of any part of the Contractor's responsibility under the contract. The Contractor shall have on the work at all times a qualified and capable superintendent whose duty shall be to direct and coordinate the operations of the Subcontractors and to see that the orders of the Engineer are carried out promptly and intelligently. Failure of the Contractor to control the work of the Subcontractors to the satisfaction of the Engineer will result in the issuance of orders requiring the cancellation of the Subcontractors and the removal of the Subcontractors from the work.
- All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) are required to be registered with the Construction Contractors Board 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 Specifications; (4) Oregon Standard Specifications for Construction 2018; (5) the Plans, including notes written thereon; and (6) Instructions to Bidders.

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

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

4.4 PLANS, SHOP AND SUPPLEMENTAL DRAWINGS:

The Contractor will be supplied with 1 set of 4 sets of specifications and prints (11" x 17") of the plans prepared by the Engineer showing the project in detail.

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.

The Contractor shall keep one copy of all 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 CHANGES IN WORK:

4.5.1 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.

4.5.2 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.

4.6 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.

4.7 EXTRA WORK:

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

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

4.8 CLAIMS FOR EXTRA COMPENSATION:

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

4.9 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.

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.

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.

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

Engineer.

5.2 AUTHORITY AND DUTIES OF INSPECTORS:

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

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

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

5.3 INSPECTION:

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

5.4 RESPONSIBILITY OF THE CONTRACTOR:

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

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

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

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

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

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

5.5 NOTICE TO CONTRACTORS:

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

5.6 NOTICE BY CONTRACTORS:

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

5.7 UTILITIES AND EXISTING IMPROVEMENTS:

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

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

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

5.9 PROTECTION OF SURVEY MARKERS:

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

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

5.9.2 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 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.

5.15 FINAL INSPECTION:

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

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

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

5.16 OWNERSHIP AND USE OF DOCUMENTS:

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

GC-6 CONTROL OF MATERIALS AND EQUIPMENT

6.1 TRADE NAMES, APPROVED EQUALS OR SUBSTITUTIONS:

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

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

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

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

6.2 TESTS OF MATERIALS:

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

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

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

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

6.3 STORAGE OF MATERIALS:

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

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After written approval, this submission shall become a part of the contract, and may not be deviated from except upon written approval of the Engineer.

Catalog data for equipment approved by the Engineer shall not in any case supersede the contract documents. The approval of the Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and secured the Engineer's written approval, nor shall it relieve the Contractor from responsibility for errors of any sort in the items submitted.

The Contractor shall check and approve the work described by the catalog data with the contract documents for deviations and errors prior to submission to the Engineer for approval. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. The Contractor shall make necessary field measurements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the work required by the different arrangement of connections.

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

6.9 GUARANTEE PERIOD:

The Contractor shall warrant all materials and equipment furnished by the Contractor for a period of one year from date of final acceptance of the work by the Owner unless a different time is stipulated for specific items. This warranty shall mean prompt attention to the correction and/or complete replacement of the faulty material or equipment. **This warranty does not include changes in depth within the basin due to sedimentation.**

GC-7 LEGAL RELATIONS AND RESPONSIBILITIES

7.1 LAWS AND REGULATIONS:

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

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

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

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

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

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

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

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

7.1.2 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:

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Federal Agencies

Department of Agriculture

Forest Service

Natural Resources Conservation Service

Department of Defense

Army Corps of Engineers

Department of Energy

Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services Department

Department of Housing and Urban
Development

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

Oregon State Agencies

Department of Agriculture

Soil and Water Conservation Commission

Department of Fish and Wildlife

Water Resources Department

Department of Energy

Department of Environmental Quality

Division of State Lands

Local Agencies

City Councils

Board of County Commissioners

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7.1.3 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.

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

800 NE Oregon Street, Suite 1045
Portland, OR 97232
or via their website at www.oregon.gov/BOLI

7.1.5 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.

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

7.1.7 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.

7.1.8 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.

7.1.9 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.

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

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be done under the contract, including all attorney's fees and court costs, and the Contractor shall indemnify and save harmless the Owner, its officers, employees, and agents (including the Engineer) from all claims of and suits or Sections for infringements of patents.

7.4 USE OF PREMISES:

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

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

7.5 COOPERATION WITH OTHER CONTRACTORS:

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

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

7.6 LABOR AND EQUIPMENT:

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

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

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

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

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

7.7 PUBLIC SAFETY AND CONVENIENCE:

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

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

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

7.8 BARRICADES, WARNING SIGNS, AND FLAGGERS:

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

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

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

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

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

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

7.9 SAFEGUARDING OF EXCAVATIONS:

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

7.10 USE OF EXPLOSIVES:

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

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

7.11 PERSONAL SAFETY:

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

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

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

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

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

7.12 PROTECTION OF WORK AND PROPERTIES:

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:

7.18.1 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.

7.18.2 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.

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

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

7.18.4 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.

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

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

~~7.18.6 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.~~

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

7.19 PAYMENT OF OBLIGATIONS:

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

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

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

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

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

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

7.20 SUIT OR ACTION:

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

GC-8 PROSECUTION AND PROGRESS

8.1 PROSECUTION OF WORK:

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

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

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

8.2 LIMITATIONS OF OPERATIONS:

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

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

8.3 CONTRACTOR TO HAVE REPRESENTATIVE ON WORK:

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

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

8.4 TEMPORARY SUSPENSION OF THE WORK:

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

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

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

8.5 PROTECTION OF WORK DURING SUSPENSION:

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

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

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

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

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

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 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 and payment shall be conducted as outlined in the Special Specifications.

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

CITY OF WARRENTON – HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

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 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:

9.4.1 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;

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

9.4.3 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

CITY OF WARRENTON – HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

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.

9.5 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.

9.6 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.

9.7 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.

CITY OF WARRENTON – HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

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.

9.8 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.

9.9 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.

9.10 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.

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

CITY OF WARRENTON – HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

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

CITY OF WARRENTON

By: _____

Title: _____

ATTEST: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Address: _____

E-mail: _____

ATTEST: _____

Title: _____

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CITY OF WARRENTON – HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

PERFORMANCE BOND

Bond No. _____

Solicitation N/A

Project Name HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WARRENTON – HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 2019

PRINCIPAL: _____

By _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City

State

Zip

Phone

Fax

CITY OF WARRENTON – HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

PAYMENT BOND

Bond No. _____

Solicitation _____

Project Name **HAMMOND BOAT BASIN MAINTENANCE DREDGING**

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

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

* *If using multiple sureties*

Total Penal Sum of Bond:\$ _____

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

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

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

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

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

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

CITY OF WARRENTON – HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

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

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

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

Dated this _____ day of _____, 2019

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

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

Name

Signature

Address

City State Zip

Phone Fax

CERTIFICATE OF COMPLIANCE

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

ATTN: Jane Sweet, Harbormaster

PROJECT NAME: HAMMOND BOAT BASIN MAINTENANCE DREDGING 2019

PROJECT LOCATION: Hammond Boat Basin, at the intersection of Iredale Street and Lake Drive.

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 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]

Technical Specifications
For
Hammond Boat Basin Maintenance Dredging



CITY OF WARRENTON
WARRENTON, OR 98520-0141

SECTION 01 01 09

MOBILIZATION AND DEMOBILIZATION

PART 1 – GENERAL

1.01 IN-WATER WORK WINDOWS

- A. The Work under the Contract may span multiple in-water work window (IWWW) seasons and may require multiple mobilizations efforts. In-water work window 1 (IWWW1) is Nov 1-Dec 31, 2019. In-water work window 2 (IWWW2) is Nov 1 – Dec 31, 2020.

1.02 MOBILIZATION

- A. This section covers the mobilization of personnel, equipment, materials and supplies, and their transport to the job site that occurs during IWWW1. Also included is setting up the Contractor's complete construction plant, field office and other construction facilities, as required for the Contractor's operation, all in adequate time for satisfactory performance of all Work under the Contract.

1.03 REMOBILIZATION

- A. This section covers the mobilization of personnel, equipment, materials and supplies, and their transport to the job site that occurs during the second in-water work window (IWWW) season (if a second IWWW season is required to complete the Work under the Contract). Also included is setting up the Contractor's complete construction plant, field office and other construction facilities, as required for the Contractor's operation, all in adequate time for satisfactory performance of all Work under the Contract.

1.04 DEMOBILIZATION

- A. Demobilization shall include site restoration, the removal of all construction plant, equipment and accessories, materials, supplies, appurtenances, construction debris and the like from the job site upon completion of the Work, and project closeout activities. The Work under the Contract may span multiple in-water work window (IWWW) seasons and may require multiple demobilizations efforts.

1.05 PERMITS

- A. The Contractor shall obtain, and pay for, all required building permits and other county construction and road use permits and comply with applicable laws and regulations regarding mobilization, transport of equipment, personnel and supplies, and the construction and maintenance of temporary facilities including but not limited to: structures, storage sites, laydown areas, and construction utilities.

- B. The Contractor shall provide preconstruction notification to regulatory agencies of intent to conduct work prior to the start of mobilization.

1.06 EASEMENTS AND LAND USE AGREEMENTS

- A. The Owner has secured agreements for performing the work within the designated work and project areas shown on the Drawings. The Contractor is responsible for obtaining any additional easements or land use agreements for areas outside of the fixed project area, at no additional expense to the Owner.

PART 2 – PRODUCTS

(Not used).

PART 3 – EXECUTION

(Not used).

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Bid Item No. 1: Mobilization
 - 1. No measurement for Work of this Section will be made.
- B. Bid Item No. 7: Remobilization
 - 2. No measurement for Work of this Section will be made.

4.02 PAYMENT

Payment for work in this section will be paid by lump sum for the following bid items:

- A. Based on the lump sum Contract price for “Mobilization,” partial lump sum payments will be made as follows:
 - 1. Payment for Mobilization Work of this Section will be made at the lump sum price for Item No.1., Mobilization, in the Schedule of Quantities and Prices. Payment for mobilization will be made with the first progress payment and will be equal to ninety (90) percent of the amount bid for Bid Item No.1. The remaining ten (10) percent will be paid with the final project payment and will be proportional to the amount of the Contractor Use Areas that have been cleaned and restored to their original condition in a total amount of ten (10) percent of the amount bid .
 - 2. Payment for remobilization is for mobilization and demobilization conducted to support marina dredging conducted in IWWW1

- B. Based on the lump sum Contract price for “Remobilization,” partial payments will be made as follows:
3. Payment for Mobilization Work of this Section will be made at the lump sum price for Item No.7., Remobilization, in the Schedule of Quantities and Prices. Payment for Remobilization will be made with the first progress payment and will be equal to ninety (90) percent of the amount bid for Bid Item No.7. The remaining ten (10) percent will be paid with the final project payment and will be proportional to the amount of the Contractor Use Areas that have been cleaned and restored to their original condition in a total amount of ten (10) percent of the amount bid.
 4. Payment for remobilization is for mobilization and demobilization conducted to support marina dredging conducted in IWWW2.
 5. Payment for Bid Item No. 7, Remobilization, includes construction surveying conducted as part of work associated with IWWW2. Construction surveying shall be conducted following Section 01 71 23.16 Construction Surveying.

SECTION 01 12 16

ORDER OF WORK

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section details the order of work, sequencing, and scheduling requirements. The submittals related to scheduling are also described.

1.02 SUBMITTALS

- A. All Submittals shall be made in accordance with Section 01 33 00 – SUBMITTALS. Submittals for this Section shall include the following:
 - 1. Preliminary Progress Schedule (Paragraph 1.04)
 - 2. Updated Progress Schedule (Paragraph 1.04)

1.03 PRE-CONSTRUCTION CONFERENCE

- A. A Pre-Construction Conference shall be held at a time and place fixed by the Engineer which will usually be within two (2) weeks from date of the Notice of Award. The Contractor must be prepared for a thorough discussion and review, as well as revisions which may be deemed necessary in the opinion of the Engineer, of the following:
 - 1. Inspection Procedures
 - 2. Owner / Engineer Responsibilities
 - 3. Contractor Responsibilities
 - 4. Start / Completion Dates
 - 5. Progress Schedule
 - 6. Order of Completion
 - 7. Working Hours
 - 8. Construction Staking
 - 9. Materials / Equipment
 - 10. Product Data
 - 11. Construction Procedures
 - 12. Traffic Control
 - 13. Erosion Control
 - 14. Safety
 - 15. Contract Drawings and Specifications
 - 16. Pre-Construction Submittals
 - 17. Schedule of Values
 - 18. Payment
 - 19. Change Orders
 - 20. Work to be performed by others

21. Other Matters Pertaining to Performance of the Work

- B. Pre-Construction Meeting Attendees: The Owner, Engineer, Contractor, Contractor's Superintendent(s) and Subcontractors shall each be represented at the Conference by persons familiar with and authorized to conclude matters relating to the Work.

1.04 PROGRESS SCHEDULE

- A. The preliminary progress schedule will be submitted, in writing, to the Owner and Engineer, during the Pre-Construction Conference for review and approval. The Progress Schedule shall be updated and submitted with each Application for Payment and after each Periodic Progress Meeting.
- B. The Progress Schedule shall set forth the order in which the Contractor intends to perform the Work. The schedule may be in graph or tabular form, and shall include the date of submission for approval of drawings as may be required, starting dates for construction of the several parts of the Work, and estimated completion dates of such parts, and completion date of the project. At a minimum the progress schedule shall include the following:
 - 1. Notice to Proceed
 - 2. Mobilization
 - 3. Disposal Site Preparation
 - 4. Project Work Areas Preparation
 - 5. Dredging and disposal of sediment
 - 6. Project Site Areas Cleanup
 - 7. Demobilization
 - 8. Substantial Completion
 - 9. Final Completion
- C. The Contractor shall develop and submit a written work sequence detailing the proposed order of Work as it relates to construction of this project.
- D. If, through no fault of the Contractor, the proposed construction schedule cannot be met, the Owner may require the Contractor to submit a revised schedule to the Engineer to be approved by the Owner, which thereafter will be applicable in lieu of the original proposed construction schedule.
- E. The Progress Schedule submitted shall reflect the sequence requirements in Paragraph B, above.

1.05 CONSTRUCTION SEQUENCE

- A. Within each IWWW, construction shall be continuous from start to finish, excluding time periods for water quality control and pauses in work due to the Work under the Contract spanning multiple IWWW, if required.

- B. For each IWWW, the Contractor shall adhere to the following general construction sequence requirements:
1. Relocating Vessels. The Marina shall vacate the dredge areas before the start of construction. Vacation of dredge areas shall be coordinated with the Marina's prior approval of the Contractor's construction schedule. Work sequence, phasing, and occupancy shall be coordinated with the Marina.
 2. Mobilization
 3. Completion of all work in preparation for dredging and placement of dredged material.
 4. Marina dredging and disposal as outlined in the contract plans.
 5. Site cleaning and landfill debris disposal, if appropriate.
 6. Demobilization.

1.06 PERIODIC PROGRESS MEETINGS

- A. The Contractor shall conduct progress meetings every two (2) weeks at the project site unless otherwise directed by the Engineer. The Contractor shall coordinate the dates of meetings with the time of their preparation of any progress payment request.
- B. The Contractor shall conduct progress meetings every two (2) weeks at the project site unless otherwise directed by the Engineer. The Contractor shall coordinate the dates of meetings with the time of their preparation of any progress payment request.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
- D. Progress meetings shall be conducted between the Engineer, the Contractor's onsite superintendent, and project manager and shall review the present and future needs of each entity present, including such items as:
1. Interface requirements
 2. Time
 3. Sequences
 4. Site utilization
 5. Hours of work
 6. Hazards and risks
 7. Housekeeping
 8. Change Orders
 9. Quality and work standards

- E. Meeting Minutes: No later than three (3) calendar days after each progress meeting date, the Contractor shall distribute copies of minutes of the meeting to each party present and to other parties who should have been present. The minutes shall include a brief summary, in narrative form, of progress since the previous meeting and report.
- F. Schedule Updating: The Contractor shall revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. The Contractor shall submit the updated progress schedule to Engineer no later than two (2) calendar days after each periodic progress meeting.

PART 2 – PRODUCTS

(Not Used).

PART 3 – EXECUTION

(Not Used).

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the work required by this section.

4.02 PAYMENT

- A. No separate payment will be made for the work required by this section. The cost for this portion of the Work will be considered incidental to, and included in the payments made for the applicable bid items in the Bid Form.

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 – GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the General and Supplemental Conditions apply to this work are specified in this section. Work related to this section is described throughout these Specifications
- B. Individual submittals are required in accordance with the pertinent sections of these specifications. Other submittals may be required during the course of the project. All submittals are considered part of the normal work to be completed under the Contract.
- C. The list below may be incomplete and it is the Contractor's responsibility to ensure that the Contractor has met all conditions of the contract requirements.

1.02 PRECONSTRUCTION SUBMITTALS

- A. Work Plan: The Contractor shall prepare and submit a detailed Work Plan (also referenced herein as Dredging and Dredged Material Disposal Plan) to the Engineer and Owner for review/comment within 7 calendar days following award, and for review/approval by the regulatory agencies at least 21 business days prior the pre-construction meeting with the resource agencies that must be conducted prior to the start of dredging. The Work Plan shall include information regarding, but not limited to, the following:
 - 1. Dredging Plan: Provide Contractor calculated dredging quantities (based upon pre-construction survey and design grades shown on the Contract Plans), dredged material disposal route, a description of the methods for conducting dredging and disposal operations including the type and size of dredge and placement equipment to be used, hours and days of operation, and communications with the Owner and Engineer during construction.
 - 2. Work Sequence: Describe the order in which the work is to be performed indicating the work sequence, number, type and capacity of equipment to be used; hours of operation; methods of operation, and the time required to complete each activity. A list of key personnel and supervisory chain of command shall also be included.
 - 3. Dredged Material Disposal Plan: Describe the design and preparation of the disposal site, procedures and equipment to be used for transport of dredged material to the disposal site, pipeline alignment (if used) and measures to secure the pipeline in place; methods for confining dredged material at the disposal site, methods for dewatering the material, methods

for directing discharged water, methods to minimize turbidity resulting from dredging and disposal, and methods to preclude accidental discharge during dredged material transport. This plan will also include the Best Management Practices (BMPs) in order to comply with all contract permits.

4. Drawings: Provide drawings with references to the Contract Plans and work schedule, including sufficient documentation to explain the Contractor's proposed method for execution of the contract work.
 5. Surveying Plan: Provide a construction survey plan, including the name, resume and qualifications of surveyors responsible for all construction progress survey work within the dredging area and at the disposal site, and a description of the proposed survey equipment, survey plan (survey data collection plan layout), and schedule for conducting construction survey work; procedures and equipment to be used for hydrographic and topographic progress surveys and layout of work; dredge positioning plan and electronic dredge templates from Hypak, ACAD, or other Engineer-approved 3D software alternative.
 6. Access & Use of Site Plan: Describe construction access, transport routes, staging areas (if any), access corridors from the dredge site to the dredged material disposal site, emergency plan, quality control plan, survey and grade control plan (including proceedings, methods, equipment, personnel, survey schedule, submittal schedules), proposed measures to avoid excessive dredging and damage to adjacent structures and banks, environmental protection including compliance with permits, plans for protecting existing structures, and any unavoidable impacts, necessary safeguards/precautions and mitigating measures.
 7. Spill Prevention Control and Countermeasure Plan (SPCC Plan): The SPCC Plan shall include procedures for preventing and responding to hazardous materials released during construction activities.
 8. Miscellaneous Applicable Information: Include other information, as required by regulatory agencies for dredging and dredged material disposal operations.
 9. Final Work Plan: Following submittal, the Work Plan will be reviewed by the Owner and returned to the Contractor for revisions 3 days following submittal. The Final Work Plan document shall incorporate the Owner's comments and be resubmitted by the Contractor to the Owner for approval and submission to regulatory agencies. The Final Work Plan shall be submitted to the Owner within 2 days after receiving comments from the Owner.
- B. Water Quality Monitoring Plan: The contractor shall develop and submit a Water Quality Monitoring Plan. The water quality monitoring plan shall be developed by the Contractor in accordance with regulatory agency requirements and submitted to the Owner for approval at the same time as the Dredging and Dredged Material Disposal Plan document. Per permit documents, monitoring must occur at two-hour

intervals each day when in-water work is being conducted. The Contractor shall describe what type of best management practices (BMPs) and operations will be used to prevent water quality exceedances and what contingency actions shall be taken should water quality exceedances occur. As a component of the water quality monitoring work, the Contractor shall conduct Turbidity Monitoring in accordance with the requirements set forth in the project permits and as required for compliance with the 401 Water Quality Certification and State and Local standards, as described in Appendix B. Turbidity monitoring shall be conducted using measurement devices (e.g. turbidity meter, etc.) in accordance with regulatory agency requirements. The Water Quality Monitoring Plan shall include a description of how the monitoring work will be conducted and proposed equipment, drawings indicating location of monitoring location, and locations of all turbidity control measures. The Contractor must make available copies of daily logs for turbidity monitoring to DEQ, U.S. Army Corps of Engineers, National Marine Fisheries Service, U.S. Fish and Wildlife Service, and Oregon Department of Fish and Wildlife upon request

- C. Work Schedule: The Contractor shall prepare and submit a construction schedule to the Engineer prior to or at the pre-construction meeting. The Work Schedule must take into account any anticipated potential interruptions to the Contractor's operations from vessel traffic and communication requirements for coordinating with the Engineer and the Owner. The Work Schedule shall show sequentially the stages of the work and the planned schedule of dates and timelines for the major elements of work, including but not limited to the anticipated dates of the following:
1. The anticipated dates for Notice-to-Proceed, mobilization, and initiation of dredging.
 2. The anticipated date(s) for disposal site layout and pre-placement surveying.
 3. The anticipated dates for weekly update reports on dredging and disposal activities throughout the duration of the contract.
- D. Communication and Safety Plan: A minimum of 2 weeks before construction operations commence, the Contractor and Subcontractors (if any) shall attend a mandatory pre-construction meeting with the Engineer and Owner. This meeting shall be held at a mutually-agreed upon time and place to discuss pertinent details of the work plan and schedule, etc. At the pre-construction meeting the Contractor shall provide to the Engineer those items due as identified below in the Schedule of Submittals or Notifications which includes information regarding but not limited to the following:
1. Communication Plan specifying the Contractor chain of command, the Owner and Engineer points of contact, corresponding contact information, and procedures for routine and emergency notifications.
 2. Safety Plan and report format.
 3. Emergency contact telephone list

- E. Notice of Intent to Dredge: Notice of intent to dredge shall be made according to the permits issued for the project. At least seven (14) days prior to commencement of Work on this Contract, the Contractor shall notify the USACE Portland District and the USCG Thirteenth Coast Guard in Portland Oregon of the intended operations to dredge and anticipated start and finish dates. The USCG notification must be given in sufficient time so that it appears in the Notice to Mariners at least seven (7) days prior to the commencement of the dredging operation. Copies of the notification shall be provided to the Owner and Engineer.

1.03 PERIODIC SUBMITTALS

- A. **Daily and Weekly Reports**: The Contractor shall prepare and submit daily and weekly reports as set forth in these Specifications. Upon completion of the work, the Contractor shall submit a consolidated job report, combining all the reports. The Contractor shall distribute one copy of each report to the Owner and Engineer. Copies of all reports and the weekly updated schedule shall be submitted to the Owner and Engineer by email. Email addresses will be provided to the Contractor by the Owner upon Notice-to-Proceed. Daily reports shall be submitted prior to the end of the next business day, and weekly reports shall be submitted each Monday. Reports shall include the following information:

1. **Daily Reports**

- a. The Contractor shall prepare and maintain daily reports of operations and furnish an electronic copy to the Engineer by 3:00 p.m. on the day after the date of the report. On a weekly basis, the Contractor shall submit hard copies of that week's daily reports signed by their onsite Project Manager.
- b. Information to be included as a minimum in the daily report will be the date, period covered by the report, equipment used, description of activity as identified by the dredge area, dredge depths, quantity of sediments dredged that day and to date, downtime and delays to the operation, safety, and other relevant comments concerning the conduct of the operation. The report shall include the results of all inspections, surveys, and monitoring activities. Within the Dredging and Dredged Material Disposal Plan, the Contractor shall submit a copy of his/her intended daily report format for approval by the Engineer.

2. **Weekly Reports**. The Contractor shall submit weekly reports to the Engineer that contain the following information:

- a. Summarize actual dredge production per week over the course of the project and projected dredge production per week to the completion of the project.
- b. Discuss any problems encountered during the week and their impacts to the project schedule, if any.

- c. Identify anticipated daily production volumes for the upcoming week.
 - d. Summarize the work planned for the next week.
 - e. An updated work schedule.
 - f. Identify anticipated delays in completing the work on schedule and recommend modifications to the work plan to mitigate delays.
- B. Notice of Misplaced Material: The Contractor shall notify the USCG, USACE, the Owner, and the Engineer of any misplaced material, as stated within the Specifications.
- C. Progress Survey Data: Hydrographic progress survey data shall be submitted to the Owner within 24 hours of collecting the data.
- D. Pre- and Post-Construction Surveys: will be conducted by the Contractor and submitted to the Owner within 7 days of collecting the data.
- E. Dredging Aids: The Contractor shall obtain approval for all dredging aids, including but not limited to temporary navigation aids, warning signs, and buoys and lights that are required to conduct the Work specified in this Contract. The Contractor shall obtain a temporary permit from the USCG for all buoys or dredging aid markers to be placed in the water prior to installation. The permit application shall state the position, color, and date to be installed and removed for all dredging aid markers and be submitted to the USCG. Dredging aid markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigation aids. Copies of the application and permit shall be submitted to the Owner and Engineer fourteen (14) days prior to commencement of dredging operations.
- F. Notification of Discovery of Historical or Cultural Sites: If during construction activities the Contractor observes items that may have prehistoric, historical, archeological, or cultural value, the Contractor shall immediately cease all activities that may result in the destruction of these resources and shall prevent construction employees from trespassing on, removing, or otherwise damaging such resources. Such observations shall be reported immediately to the Owner and Owner's Representatives that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special dispositions of the finds should be made. The Contractor shall report any observed unauthorized removal or destruction of such resources by any person to the Owner and Owner's Representatives the appropriate State of Oregon authorities can be notified. The Contractor shall not resume work at the site in question until State authorities have rendered judgment concerning the artifacts of interest.

- G. The Contractor shall maintain, updated on a daily basis at the job site, and make available to the Owner on request, a full size record set of the Plans accurately marked to indicate modifications in the completed work that differ from the design information shown in the Plans. The Contractor shall provide a legible set of marked-up plans at the completion of the project.

PART 2 – PRODUCTS

2.01 SUBMITTAL FORMAT

- A. The Contractor shall submit all submittals in accordance with the General Conditions and in PDF format to the Owner and the Engineer.
- B. Progress survey data for both the dredging and disposal work shall be submitted as point files in ASCII format (X,Y,Z). Bucket prints (if mechanical dredging equipment is used), in AutoCAD 2013 format or later, shall be included with all dredging progress survey data provided by the Contractor.

PART 3 – EXECUTION

3.01 TRANSMITTALS

- A. All submittals shall be transmitted electronically to the Owner and the Engineer via email.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the work required by this section.

4.02 PAYMENT

- A. No separate payment will be made for the work required by this section. The cost for this portion of the Work will be considered incidental to, and included in the payments made for the applicable bid items in the Bid Form.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Temporary Utilities: Lighting, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the work.
- C. Construction Facilities: Parking, progress cleaning, and project signage.

1.02 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain at least one portable sanitary unit on the site at all times.

1.03 BARRIERS

- A. Provide barriers to clearly indicate entry to any upland staging areas or docks which are being dredged, and prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.04 FENCING

- A. Maintain existing fences and gates.

1.05 SECURITY

- A. Coordinate security requirements with OWNER. CONTRACTOR to provide security and facilities to protect work and construction storage.

1.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- C. Keep City streets clean. No flushing or washing shall be allowed.

PART 2– PRODUCTS

(Not Used).

PART 3– EXECUTION

(Not Used).

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the work required by this section.

4.02 PAYMENT

- A. No separate payment will be made for the work required by this section. The cost for this portion of the Work will be considered incidental to, and included in the payments made for the applicable bid items in the Bid Form.

END OF
SECTION

SECTION 01 71 23.16

CONSTRUCTION SURVEYING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work includes furnishing all material, labor, and equipment for work items in accordance with these Specifications and applicable Contract Drawings, including but not limited to topographic and bathymetric surveying, construction staking and layout, developing dredge templates, establishing temporary benchmarks for survey control, and installation of navigation aids (if needed).
- B. All construction surveying work for the project shall be provided by the Contractor. The scope of Contractor provided survey consists of furnishing all materials, labor, and equipment necessary to perform pre-dredge surveying, intermediate/progress surveying for quality control (confirming work is being performed to specified requirements) and determination of progress payments, construction staking and layout, establishing temporary benchmarks from Contractor-provided secondary survey control, and post-dredge surveying at both the marina dredge site and in-water disposal site.
- C. The Contractor shall familiarize himself and shall be in agreement with the method of survey and accuracy of survey data, prior to using this survey for any volumes computation. The Contractor shall conduct intermediate and progress surveying for all in-water project elements, dredging and disposal.
- D. The Contractor shall have a Licensed Surveyor to conduct pre- and post-dredge surveys that will be used to conduct measurement for payment of dredged material. The Contractor shall perform all other survey work for controlling the Work, including setting temporary benchmarks, staking and layout, and intermediate/progress surveys. Construction survey assignments and activities follow:
 - 1. Establish primary survey control (Owner).
 - 2. Pre-construction Survey – Marina (Contractor Supplied Licensed Surveyor).
 - 3. Pre-construction Survey – In-water placement site (Contractor Supplied Licensed Surveyor).
 - 4. Establish secondary survey control, including setting temporary benchmarks, and construction staking, layout, and delineation (Contractor).
 - 5. Intermediate and progress surveys for quality control and progress payments (Contractor).

6. Final progress survey to confirm that design dredge elevation has been achieved at all locations. (Contractor)
 7. Post-construction Survey - Marina (Contractor Supplied Licensed Surveyor).
 8. Post-construction Survey – In-water placement site (Contractor Supplied Licensed Surveyor)
- E. References –The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. Army Corps of Engineers (USACE)
EM 1110-2-1003 (2004) Hydrographic Surveying
EM 1110-1-1005 (2007) Control and Topographic Surveying Manual

1.02 SUBMITTALS

- A. All Submittals shall be made in accordance with Section 01 33 00 – SUBMITTALS. Submittals for this Section shall include the following:
1. Survey Control Plan (Paragraph 1.04, below)
 2. Qualifications of Surveyors (Paragraph 1.05, below)
 3. Progress Surveys (Paragraph 3.03, below)
 4. Pre- and Post-Construction Surveys (Paragraph 3.04, below)

1.03 DATUMS

- A. All bathymetric surveys shall be referenced to the Oregon State Plane North (OSPN) Horizontal Datum (NAD83, U.S. Feet), and the MLLW Vertical Datum in U.S. Survey Feet.

1.04 SURVEY CONTROL

- A. Except for the primary survey control data furnished by the Owner, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. Hydrographic survey work shall be conducted using the Owner provided survey baseline control information as shown on the Contract Drawings.
- B. Locations of survey control points shall be verified by the Contractor prior to starting work. The Contractor shall notify the Owner promptly in writing of any discrepancies discovered. The Contractor shall use the datums listed in Paragraph 1.03, above for all survey work, and shall be responsible for obtaining necessary water level height measurement during the survey periods to ensure that accurate

adjustments are made to the observed depths to account for tidal variation in water level. The Contractor will furnish, set and maintain in good order, all ranges, buoys, and other markers necessary to define the Work and facilitate inspection.

- C. **Survey Control Plan:** The Contractor shall submit a Survey Control Plan, in writing, to the Engineer, at the Pre-Construction Conference for review and approval. The Plan shall be reviewed by the Engineer before conducting any survey work. The Plan shall include, but not be limited to, methodology for establishing and maintaining horizontal and vertical control during Work, descriptions of methods and equipment to be used for required staking, topographic surveys, as well as quality assurance and quality control (QA/QC) procedures to be applied. Refer to EM 1110-2-1003 (2004) and EM 1110-1-1005 (2007) for QA/QC guidelines.
- D. The Contractor shall establish an on-site water level gauge to track and record water level changes referenced to the vertical datum listed in Paragraph 1.03 and provide the water level change data to the dredge operator during the dredging process to allow proper adjustment of dredge depth. If the Contractor elects to use RTK or DGPS as a basis for vertical on-board control in lieu of on-site water level gauge, he should detail the use and relationship to dredge's cutterhead/bucket in the Survey Control Plan and ensure that accuracy requirements are met as stated in this specification section. The Contractor shall include all costs for providing the water level gauge and other survey control in the proposal price for dredging and disposal.

1.05 QUALIFICATION OF SURVEYORS

- A. All pre-construction and post-construction survey work (marina and in-water placement site) shall be conducted by a licensed surveyor with experience conducting hydrographic surveying. The surveyor shall have a minimum 10 years of documented experience with hydrographic surveying of marina and dredging works using the equipment proposed for use on this project.
- B. All progress surveys, intermediate surveys, dredge positioning, and dredge area layout work shall be conducted by a hydrographic surveyor that is either an employee of Contractor or an independent company providing the pre/post construction survey work. Hydrographic surveyor shall have a minimum 5 years of documented experience with hydrographic surveying of marina and dredging works using the equipment proposed for use on this project.
- C. Qualifications of surveyors shall be submitted at the Pre-Construction Conference.

1.06 HYDROGRAPHIC SURVEY EQUIPMENT

- A. Hydrographic surveys shall be conducted by the Contractor using Differential Global Positioning System (DGPS) positioning equipment and shall use single- or multi-beam transducer sounding techniques for measuring depths. Hydrographic surveying shall be conducted with appropriate correction for tide levels at the time

of the survey. Areas not reachable with boats may be use alternative sounding methods (provided they provide the same level of accuracy) if approved by the Engineer prior to conducting the survey work.

1. Pre/Post Dredging Surveys: Hydrographic survey work for pre/post construction surveys shall be conducted in accordance with U.S. Army Corps of Engineers standards for Class 1 Hydrographic Survey for Navigation and Dredging support surveys per EM 1110-2-1003, Hydrographic Surveying. Accuracy for measured depths shall be ± 0.3 feet, and accuracy of horizontal position shall be ± 3 feet. Pre/Post dredge surveys shall be conducted using multi-beam transducer sounding techniques for measuring depths.
2. Intermediate/Progress Surveying: Contractor progress surveying shall be conducted using survey grade depth sounder and electronic distance measuring device. Other electronic survey equipment may be proposed for use by Contractor in lieu of that specified but shall be approved by Engineer prior to start of construction. Accuracy for measured depths shall be ± 0.3 feet, and accuracy of horizontal position shall be ± 3 feet. The proposed survey equipment shall be capable of providing the necessary measurement accuracy and provide exportable data in electronic format.

PART 2 – PRODUCTS

(Not Used).

PART 3 – EXECUTION

3.01 SURVEY POINT SPACING

- A. Elevations shall be recorded at points taken as necessary to adequately locate critical site features including edges, changes in slope, abrupt grade changes and other project components to be constructed as shown on the Contract Plans. These additional points shall be denoted on all transects. For single beam surveys, a minimum of three points or one shot per each foot of elevation change, whichever is the greater number of survey points, shall be shot on slopes. A maximum spacing of 10 feet will be allowed between points.

3.02 CONSTRUCTION STAKING AND DREDGE POSITION

- A. The Contractor shall establish an accurate method of horizontal and vertical control prior to initiating dredging or excavation. The Contractor shall use DGPS (or Engineer-approved equivalent) electronic survey equipment, setting, maintaining, and resetting all temporary benchmarks, baselines, buoys, markers, poles, and stakes necessary for the dredging. Except for the primary survey control data furnished by the Owner, calculations, surveying, electronic templates, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. Detailed survey records shall be

maintained, including a description of the work performed on each shift, the methods used, and the control points used. The record shall be adequate to allow the survey to be reproduced. Construction staking data shall be provided to the Owner within two (2) working days after completion of survey work. The construction staking survey work by the Contractor shall include, but is not limited to, the following:

1. Verify the primary horizontal and vertical controls furnished by the Owner, and expand into secondary control by adding stakes, hubs, and additional survey control needed for the Project. Provide descriptions of secondary control to the Owner.
2. If required, use buoys, stakes, templates, range markers, poles, hubs or other methods, to mark the location, with offsets, of other survey baseline locations.
3. Use of electronic dredge templates for on-board dredge or equipment positioning systems during construction to locate and delineate dredge area limits and elevations for production dredging shall be used for the work and a detailed description included in the Dredging Work Plan, see Section 35 01 40 – MARINA DREDGING. The Contractor will be required to develop electronic dredge templates in ACAD, Hypack or other comparable 3D software and submit to the Owner for review in advance of starting the dredging work. Dredge templates shall be assembled utilizing the pre-dredge survey and dredge requirements as outlined in the Contract Plans. Dredge positioning systems shall be field checked for accuracy utilizing survey grade instruments for horizontal and vertical measurements.
4. The Contractor shall provide the Engineer copies of any calculations and staking data when required by the Engineer.
5. The Owner may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.
6. Topographic survey work (if required) is to be performed using Contractor-provided construction staking and shall not begin until the construction staking is field reviewed and approved by the Owner or Engineer. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

3.03 PROGRESS SURVEYS

- A. The Contractor shall conduct daily progress surveys consisting of cross section soundings of the previous day's work to ensure the required dredge elevations are achieved. The Contractor shall submit progress surveys with Application for Payment. The Contractor shall perform surveys throughout the duration of the dredging work (between the pre-construction and post-construction surveys), including daily barge displacement measurements, to ensure that dredging and placement is being performed within the specified grades, slopes, distances, tolerances, to track and verify on a daily basis the volume of materials dredged, and verify that the required dredge elevations are being provided (monitor accuracy and

daily progress). Intermediate construction and daily progress surveys performed during construction shall be completed at no additional expense to the Owner. Intermediate surveys will also include dredge positioning system electronic bucket marks within the dredge prism. The Owner reserves the right to retain an independent surveyor to check the Contractor's work. Results of the intermediate surveys shall be submitted to the Engineer within two calendar days after completion of field work, and results of the progress surveys shall be submitted to the Engineer daily in the Quality Control Report. All submittals shall be in accordance with the Schedule of Submittals or Notifications. Data shall be submitted as point files in ASCII format as outlined for the pre/post construction survey work.

3.04 PRE AND POST-CONSTRUCTION SURVEYS

A. The dredged areas shall be surveyed both before and after construction by the Contractor. If two work seasons are conducted, additional pre and post dredge survey is required for IWWW2. The comparison of the pre-construction and post-construction surveys will be used by the Owner to determine final quantities for each IWWW. Pre-construction survey work at the marina and in-water disposal site shall be completed and results submitted to the Owner at least 14 calendar days prior to the start of on-site dredging work. Post-construction survey work at the marina and in-water disposal site shall be completed within 7 calendar days of notice of substantial completion for each IWWW. Pre-construction and post-construction survey work conducted by the Contractor shall be provided to the Owner in accordance with the following requirements:

1. General: Upon completion of dredging, as demonstrated by daily Contractor progress surveys, the Contractor shall notify the Owner (at least 5 calendar days prior to conducting survey) of intent to conduct the post-construction survey. Final payment for the work will be based on volumes computed using pre- and post-construction surveys as determined by the Owner. An Owner representative shall be present during the execution of the pre- and post-construction survey data collection effort. The comparison of the pre- and post-dredge construction surveys will be used as the basis for determining final pay quantities and acceptance of the work. Final pay quantities will be calculated by the Owner by computing dredged volumes to the nearest cubic yard for each IWWW. Upon request, the Contractor will be provided with a copy of the quantity calculations.
2. Survey Layout Requirements: Layout of survey line stations (transects or tracklines) and data density requirements shall be conducted in accordance with U.S. Army Corps of Engineers EM 1110-2-1003 "Hydrographic Surveying" for Navigation and Dredging support surveys. Within the limits of the dredging area, pre and post-dredge surveys shall be conducted using multi-beam electronic survey (MBES) equipment.
3. Schedule/Completion Time Requirements: The Contractor shall furnish the pre-construction survey results and data to the Owner within 5 calendar days

of completion of field work. The pre-construction survey work shall be completed at least 14 calendar days prior to the start of dredging activities. The post-construction survey performed by the Contractor shall be conducted within 7 calendar days after final completion of dredging operations at the time that the Contractor's progress surveys indicate the work is completed, or at the end of IWWW1 if a second IWWW is required. The Owner will furnish the post-construction survey review within 7 calendar days of completion. The post-construction survey and the final review and acceptance by the Engineer shall be completed prior to Contractor's request for final acceptance.

4. Post-Placement Survey: The post-placement survey of the in-water disposal site shall be conducted by the Contractor within 7 calendar days following completion of dredging and disposal for each IWWW.
5. Reporting Requirements: The Contractor shall provide pre- and post-construction multi-beam survey data in ASCII delimited text format electronic file, and pdf. Point files for all construction survey work shall be submitted in electronic ASCII format to the Owner and Engineer. Cross sections shall be plotted in ACAD format and submitted in hard copy and electronic format. Cross section grid spacing shall be 10 feet in the vertical and 100 feet in the horizontal. Cross sections shall be taken at 25-foot intervals. Each drawn cross section shall show the station that it was taken from and shall reference baseline stationing. All survey work shall be reported in the project survey datums.

3.05 SURVEY DELIVERABLES

- A. The construction survey data shall be submitted as point files in digital ASCII text files, pdfs, copies of the survey field notebook, and cross sections plotted in AutoCAD 2018 (or compatible format) and shall be submitted to the Owner and the Engineer. The format of the survey field notebook shall be submitted to the Engineer at the Pre-Construction Conference for review.
- B. Point files shall contain point number, station, Northing and Easting (referenced to the datum specified in Paragraph 1.03), Elevation (referenced to the datum specified in Paragraph 1.03 and reported to the nearest 0.1 feet), and point description in electronic format.
- C. Survey drawings required by these Specifications shall be submitted in digital CAD format, pdf, and 11" X 17" hard copy. Hard copies of the survey drawings shall be submitted within fourteen (14) calendar days of completing the pre-construction and post-construction surveys. The drawings shall be based on the original drawings using the original scales and datums. The drawings shall be signed and sealed by a registered professional land surveyor and submitted to the Owner and Engineer for approval prior to Final Acceptance.

3.06 USE OF PROJECT SITE WORK AREA

- A. The public boat ramp for launching of crew boats is available for use by the Contractor, but the Contractor will not have exclusive use of the Project site work area during the execution of the dredging work. The Marina will remain fully operational throughout the duration of the Project. Contractor shall develop a work plan (approach, schedule, communication) that accommodates vessel access and marina operations throughout the duration of the work. Owner will be responsible for relocating boats but will require at least 2 weeks' advance notice. Fuel float shall remain operational throughout duration of the contract. Short time periods of temporary shutdown may be allowable if approved in advance by the Owner. Contractor shall not block vessel navigation into the Marina nor access to fairways to actively operating slips without advance approval by Owner. Contractor shall use communication devices on same VHF/CB channel as Marina and incoming vessels.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No specific unit of measurement will apply to the lump sum item of "Construction Surveying".

4.02 PAYMENT

- A. All costs associated with pre-, progress, monitoring, and post-construction surveys as may be denoted in the Contract Documents shall be incorporated into the lump sum cost of "Construction Surveying" for the base bid, and additive bids, as applicable. The lump sum costs shall include full compensation for all labor, materials, tools, and equipment necessary for conducting the pre-and post-dredge surveys (marina, and disposal site), progress surveys, and construction staking and area layout work.
- B. Payment for work in this section will be paid by lump sum for the following bid items:
- Bid Item No. 2 – Base Bid – Construction Surveying
 - Construction surveying conducted for IWWW1.
 - Bid Item No. 7 – Remobilization
 - Construction surveying conducted for IWWW2.

END OF SECTION

SECTION 35 01 40

MARINA DREDGING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work covered by this Section consists of furnishing all labor, materials, equipment, supplies and performing all operations in connection with dredging the Hammond Boat Basin in accordance with the Contract Documents, signed by both parties, the Owner and the Contractor. The Contract Agreement may limit the dredging area and quantities to the base bid, or may include base bid and full size of additive bids, or may define the dredging as the base bid and any fraction of the additive bid. Based on the awarded additive bid items, completion of the Work under the Contract may require multiple in-water work window (IWWW) seasons. The goal is to award at least the base bid for completion in IWWW1, with the possibility of an additive bid in IWWW1. The remaining additive bids would likely be conducted in IWWW2.
- B. Based on previous 2018 bathymetric survey data, the estimated volumes of dredging for base bid and complete additive bids (1, 2, and 3) are estimated at approximately 30,500, 6,500, 13,800, and 7,500 cubic yards (cy), respectively. The volumes shown above may change upon pre-dredge survey and upon directions from the Owner.
- C. The dredging work will be conducted with hydraulic dredging equipment with placement of dredged material at the in-water disposal site, shown on the Plans. The locations and dredging cuts of sediment are defined by the design drawings.
- D. The Contractor shall be aware that debris may be encountered during dredging operations in the marina (e.g., chain rope, anchor, etc.). No in-water disposal of debris is allowed. Once recovered, the debris may be temporarily stockpiled locations coordinated with the Owner with further removal and landfill disposal by the Contractor.
- E. Existing conditions (e.g., elevation contours, navigation aids, berthing hardware, existing structures, piles, riprap slopes, etc.) shown on the Plans are cursory, and for the Contractor's general reference only. The Contractor shall carefully examine existing conditions and accept existing construction and site improvements on an "as is" basis. A pre-construction bathymetric survey will be conducted prior to the start of dredging by an independent hydrographic surveyor hired by the Contractor and approved by the Owner.
- F. The Contractor will be responsible for water quality monitoring, temporary erosion and sediment control, and best management practices (BMPs) in compliance with

all applicable permits, throughout the duration of the dredging and disposal work. Contractor is wholly responsible for meeting water quality standards during demolition and installation activities.

- G. Work Area Access: Upon request by the Owner and/or Owner's Representative, the Contractor shall provide the use of such boats, boatmen, laborers, and material that are part of the ordinary and usual equipment and crew of the dredging plan in order to access the work area and dredging equipment. Such requests by the Owner and/or Owner's Representative will be coordinated with the Contractor's work schedule, except in case of emergency.

1.02 DEFINITIONS

- A. Engineer: Unless specified elsewhere or directed otherwise by the Owner, the Engineer will be the Owner's Representative during construction.
- B. In-Water Work Window (IWWW): The in-water work window spans November 1 to December 31.
- C. Debris: Debris is defined as any solid waste materials other than sediment excavated as part of the dredging operations, such as logs, wire, cable, steel bands, anchors, lumber, trash, concrete, riprap, etc. Any dredged materials that do not pass through a grid opening 24 inches by 24 inches square are considered debris.
- D. Dredge Cut Elevation: The minimum or bottom of dredge cut elevation within the marina dredge area that the Contractor is required to remove all material above is as shown on the Plans. The Contractor is responsible for achieving the required dredge elevations at completion of the project. Progress surveying shall be conducted by the Contractor in order to ensure the required elevations are achieved prior to final completion. Compliance with required dredge elevation will be verified by the Contractor provided licensed post-dredge survey.
- E. Excessive Dredging: Dredging of material outside the dredging limits, as shown on the Plans, or below the allowable overdredge elevation is excessive dredging.
- F. Overdredge Allowance: The project permits allow an additional increment of 1 foot below the required bottom of dredge cut elevation as shown on the plans (overdredge allowance) to account for equipment tolerance. Overdredge allowance will be paid at the same rate as Dredging & Disposal, per the bid items. Dredging beyond the allowable overdredge is called excessive dredging. Excessive dredging is in violation of the project permits and will not be paid for.
- G. Side Slope Dredging: Side slope is the slope line between the dredge prism (toe of cut) and the intersection with original marina bottom. The side slope is the angle of repose resulting from the vertical cutting at the dredge area edge (toe) and subsequent dredging of the sloughed material. The side slope used for computing estimated dredge quantities will be as called out on the Drawings. Payment for

dredging outside the specified side slopes will not be made. Material sloughed into the dredge cut area from the side slopes shall be removed by the Contractor up to the time of final completion (see Paragraph 3.05 below).

- H. Pay Volume: Pay volume is the quantity of dredged material calculated on an in-situ basis for cubic yards removed within the dredge area above the specified side slopes and bottom of dredge cut elevation presented on the Plans using pre and post-construction (dredge) surveys. ~~Pay volume will not include material removed from within the 1-foot overdredge allowance.~~
- I. Slip Dredging: Dredging within areas under floating and fixed structures shall be as shown on the Plans. Slip Dredging shall be the vertical projection from outer edge of structure (floating dock) to bottom of dredge cut.
- J. Under Dock Dredging: Required dredging under floating docks that are not required or allowed to be relocated during dredging, as shown on the Drawings. This dredging is required to maintain adequate depth for dock flotation. These docks need to remain in place and sediment excavated from below the dock. Caution should be taken to ensure the existing structures are protected and not damaged.
- K. Fairway Dredging: Dredging within open areas between outer edge of floats and structures and access routes from open water into the marina. Fairway Dredging shall consist of all dredging areas not included in the Slip Dredging areas.

1.03 RELATED SECTIONS AND SPECIAL NOTES

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and General Requirements, apply to this Work as specified in this section. Related Sections include the following:
 - 1. Section 01 33 00 – SUBMITTALS
 - 2. Section 01 71 23.16 – CONSTRUCTION SURVEYING
 - 3. Section 35 20 23.43 – DREDGED MATERIAL DISPOSAL
 - 4. Appendix A – Contract Plans
 - 5. Appendix B – Permit Documents

1.04 RELATED DOCUMENTS

- A. The special provisions and intent of the Contract, including Plans, General Conditions, Special Conditions, and General Requirements and all federal state and local permits issued for the project apply to this work. Permit conditions and other documents applicable to this Work as referenced in these specifications are provided in Appendix B. It is the Contractor's responsibility to familiarize himself and his

employees with all related documents and to comply with all applicable regulatory requirements described in the permits and related documents.

1.05 SUBMITTALS

- A. Dredging and Dredged Material Disposal Plan
- B. Work Schedule
- C. Water Quality Monitoring Plan
- D. Spill Prevention Control and Countermeasure Plan (SPCC Plan)
- E. Notice of Intent to Dredge
- F. Temporary Removal or Relocation of Navigation Aids
- G. Dredging Aids
- H. Progress Surveys
- I. Preconstruction submittals
- J. Communication and Safety Plan

1.06 JOB CONDITIONS

- A. General: It is the Contractor's responsibility to visit the site and perform any inspections and inquiries about available data and testing the Contractor deems appropriate, and to examine the Contract Plans and specifications to become familiar with the dredging and disposal site conditions, quantity and characteristics of materials to be dredged and disposed of, other project specifics, and permit requirements. The Contractor shall obtain and familiarize himself with all data, engineering reports, and studies produced previously that describe the site conditions, dredging project specifics, limitations, and restrictions on the performance of dredging and dredged material disposal work.
- B. Character of Materials: Based on information from sediment sampling, the material to be dredged contains approximately 90% fines (< #200 sieve), across the site. More information on sediment characterization and suitability for in-water disposal may be found in the attached memorandum with subject "Portland Sediment Evaluation Team (PSET) Level 2A dredged material suitability determination for the City of Warrenton's (Warrenton's) Hammond Marina and Federal Access Channel (Hammond Marina) maintenance dredging project, located on the Columbia River (RM 8+30), Hammond, Clatsop County, Oregon (NWP-1997-1562)", dated December 15, 2015. The Contractor shall make his own determinations and conclusions regarding the nature of the materials which are present within the dredge

prism shown on the Plans, and the methods and procedures to be utilized in performing the work to meet the lines and grades at the time of measurement for payment. The Owner will not make extra payment, nor may the Contractor make any claim for extra payment for subsurface conditions that may be, in the opinion of the Contractor, different from the conditions indicated by the Plans, Specifications, or referenced sediment characterization information.

- C. Debris: No estimate of the volume (or tonnage) of debris has been performed. The Contractor shall be responsible for handling and disposing of the debris in accordance with federal, state and local regulations. No in-water disposal of debris is allowed. Once recovered, the debris may be temporary stockpiled at designated locations (to be coordinated with the Owner) with further removal and landfill disposal by the Contractor.
- D. Interference with Navigation and Navigation Safety Requirements: The project is located in navigable waters. The in-water disposal site is adjacent to the entrance of the Hammond Boat Basin. The Contractor shall be fully responsible for conducting dredging and in-water disposal of sediment and other related work in a manner as to not generate hazards for navigation and so as to keep the Federal Channel free from Contract-related obstruction. The Contractor shall conduct all dredging operations, including mobilization/demobilization, actual dredging, transport and disposal of dredged material, bunkering, surveying, and all other in-water operations with strict compliance to local, regional, national and international rules and requirements that pertain to or stipulate in-water work in navigable waters. The Contractor shall install and maintain such navigation aids as may be required for marking the dredging and disposal site, barge routes and/or pipeline location, as well as any other areas to be used by the Contractor that may be considered an obstruction to navigation and/or a navigation hazard.
- E. Marina Operations: The dredging work is to be conducted within an active marina. The Contractor shall communicate and coordinate with the Owner to ensure that the dredging and placement work minimizes interference and disruption with normal operation within the Marina. The Contractor shall develop a work plan (approach, schedule, communication) that accommodates vessel access and marina operations throughout the duration of the work. The Owner will be responsible for relocating boats in the area of dredging but will require at least 2 weeks advance notice. Short time periods of temporary shutdown may be allowable if approved in advance by the Owner. The Contractor shall not block vessel navigation into the Marina nor access to fairways to actively operating slips without advance approval by the Owner.

1.07 DIFFERING SITE CONDITIONS

- A. If during performance of the Work, Contractor encounters pre-existing latent, unknown, physical conditions, differing materially from those specified in the Contract Documents, or pre-existing, latent, unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the

Work called for in the Contract Documents, Contractor shall immediately, provide written notice to the Owner, detailing the specific differing site condition that it has encountered, before any disturbance of that condition and before any affected work is performed. Contractor's failure, within no later than three calendar days of the time if first discovers or should have discovered (whichever occurs first) that which it claims constitutes a differing site condition, to give written notice to the Owner in full compliance with the Contract Documents shall irrevocably waive any claim to a change order for anything that Contractor claims constitutes a differing site condition.

Contractor's detailed written notice must include at a minimum all of the following:

1. A detailed factual description of the condition encountered, together with a thorough explanation of why the condition encountered qualifies as a differing site condition.
 2. The date and time that Contractor first discovered that which Contractor claims constitutes a differing site condition.
 3. The specific provisions in the Contract Documents (if any) that serves as the basis for Contractor's claim that the condition encountered constitutes a differing site condition.
 4. A statement of any time impacts and/or monetary impacts that Contractor claims the condition causes to Contractor, together with calculations and documents on which Contractor bases its claim of time impacts and/or monetary impacts.
- B. Upon written notification, the Owner will investigate the condition(s). If the Owner determines that the condition(s) materially differ and cause an increase or decrease in the cost or time required for Contractor's performance, the Owner will issue a change order in compliance with the General Conditions. Contractor irrevocably waives any entitlement to any change order by not timely giving the written notice that this paragraph requires or by failing to strictly comply with all requirements of the General Conditions.
- C. No contract adjustment which results in an increase in payment or a time extension to the Contractor will be allowed unless the Contractor has timely provided all required written notices and the Owner has authorized in advance the work and the increase in payment and/or a time extension. Failure to fully comply with all requirements of this section or failure to strictly comply with all requirements of the General Conditions shall constitute an irrevocable waiver by Contractor of any claim for increase in payment or a time extension.
- D. Any increase in payment or any time extension will be by agreement between Contractor and the Owner. However, if the Contractor and the Owner do not agree, the Owner will determine the amount of the adjustment in accordance with Section the General Conditions. Extensions of time will be evaluated in accordance with Section the General Conditions.
- E. If the Owner determines that differing site conditions do not exist and no adjustment in payment or time is warranted, such determination shall be final, subject to the General Conditions.

- F. No claim by the Contractor shall be allowed unless the Contractor has fully and timely complied with all notification and claim submittal procedures specified in the Contract Documents.

1.08 MATERIAL QUANTITIES

- A. Dredging Quantity: As per Paragraph 1.01 the estimated volumes of dredging for the base and complete additive bids (1, 2, and 3) are estimated at approximately 30,500, 6,500, 13,000, and 7,500 cy, respectively. These volumes may change upon pre-dredge survey and upon directions from the Owner. No measurements to determine amount of debris in dredged sediment will be conducted.

1.09 DREDGING AND DISPOSAL PERMITS

- A. The Contractor shall be responsible for adhering and conforming to all applicable provisions, conditions, and requirements of the project permits. The following permits, permit updates, and addenda have been issued specifically for this project and their requirements apply to this work, copies of which are provided in Appendix B of the Contract Documents:
 - 1. JPA
 - 2. 401 Water Quality Certification
 - 3. Oregon Coastal Zone Management
- B. Nothing whatsoever shall be deemed to authorize violation of these permits. The Contractor will be responsible for adhering to the original permit requirements, as well as associated permit updates and addenda. The Contractor shall submit a Statement of Understanding at the pre-construction kick off meeting indicating that he acknowledges all conditions of the project permits listed in the specifications.
- C. The Contractor shall be responsible for adhering and conforming to all applicable provisions, conditions, and requirements of the permits listed herein. The Contractor will be responsible for notifying various regulatory agencies prior to commencing dredging, as required by the project permits. Any conflicts between these contract specifications and issued permits shall be brought to the attention of the Engineer. Nothing whatsoever shall be deemed to authorize violation of these permits. The Contractor's Work Plan submission and attendance at the pre-dredge conference does not relieve him from the responsibility of adhering to the permit requirements.

1.10 COORDINATION

- A. The Contractor shall fully coordinate ALL dredging work with the Owner and all applicable regulatory agencies:
 - 1. Cooperate with the Owner for continuous operation of Facilities.

2. All dredging work shall proceed in an orderly and careful manner with due consideration for any existing structures

B. Coast Guard Notification & VTS Monitoring

1. Marine Traffic Control and Communications: The Contractor shall conduct the Work in such a manner as to not endanger commercial and recreational navigation and shall maintain contact with the U. S. Coast Guard (USCG) to keep them advised of dredge and barge movements. The Contractor shall monitor VHF channel 16 (or channels required by USCG) and warn approaching small craft using VHF radio, flagged markers or other appropriate means as necessary to avoid conflicts. Upon completion of the Work, the Contractor shall promptly remove his equipment, including ranges, buoys, piles, and other marks placed under the contract in navigable waters or on shore.
2. Signal Lights and Day Shapes: The Contractor shall display signal lights and day shapes in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signal can be displayed; vessels working on, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction MI6672.2 Navigation Rules: International Inland (Comdtinst M16672.2) or 33 C.F.R. 81 Appendix A (International) and 33 C.F.R. 84 and 33 C.F.R. 84 through 89 (Inland) as applicable.

1.11 PROTECTION

- A. The Contractor shall exercise care when conducting dredging operations within the Marina so as not to damage existing structures or utilities, undermine existing slopes, or otherwise disturb existing facilities. The Contractor will be responsible for any damage to existing structures within or outside of the dredging area shown on the Contract Plans. Any damage to existing structures that is caused by the Contractor's

operations, as determined by the Owner, shall be repaired immediately at no additional expense to the Owner.

- B. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Owner. Any damaged items shall be repaired or replaced to the satisfaction of the Engineer.
- C. The Contractor shall avoid any encroachment on adjacent properties. The Contractor is responsible for repairing any damage to adjacent properties caused by operations under this Contract.

PART 2. PRODUCTS

(Not Used).

PART 3. EXECUTION

3.01 DREDGING EQUIPMENT AND METHODS

- A. The contractor shall use the appropriate hydraulic dredge equipment for the Marina dredging and dredged material disposal operations that meet project requirements and schedule and comply with the environmental permits. The Contractor shall confirm that the selected equipment is sufficient to complete the work in the shortest period of time with regard to the Plans and in compliance with the environmental permits.

3.02 DREDGING

- A. General: Dredging operations shall be performed in a manner that will: provide sufficient completion (dredging to the required depth shown on the Plans) of the project in the shortest period of time possible; minimize disturbances to the marina's operations; avoid excessive over-dredging; avoid damage to existing facilities and structures; minimize turbidity of the water; and comply with all environmental permits (Appendix B).
- B. The Contractor shall track, verify, and report on a daily basis the volume of materials dredged and disposed of. The Contractor shall pay particular attention to and comply with the conditions of issued permits, regulations, and authorizations requiring minimizing turbidity, loss of re-suspended sediments during dredging and transport operations, and dispersion of said sediment from the in-water placement site.
- C. Dredging shall be conducted to the depths shown on the Plans. No dredging is required, and no payment will be made for dredging in locations where the existing elevation shown on the pre-dredge survey is equal to or deeper than the depths shown on the Plans.
- D. The Contractor shall carefully examine the pre-construction dredge survey data to

identify and plan for dredging areas in the marina and for placement of dredged material at the in-water disposal site shown on the plans. The Contractor shall maintain the dredge prism to the lines, grades, slopes, and elevations shown on the Plans for the selected dredge areas. Dredging below the Bottom of Dredge Elevation indicated on the Contract Plans (if otherwise not directed by the Owner in written manner) is considered Excessive Dredging.

- E. Dredging will be conducted with regard to the Contract Documents signed by both the Owner and the Contractor. The Contract Agreement may limit the dredging to the base bid only, or may include dredging the additive bids, or may define the dredging as the base bid and any fraction of the additive bids.
- F. The Contractor shall conduct his own estimate of dredging quantities based upon the pre-dredge survey and provide these quantities as part of the Dredging and Dredged Material Disposal Plan. The final pay quantities will be determined from a comparison between the pre-dredge survey and post-dredge survey in the vicinity of dredging boundaries shown on the Plans, upon completion of the dredging work. No separate payment for recovered and disposal of debris will be done under this dredging contract.
- G. As stipulated by provision of Part 1 of this Section of the specifications, the selected Contractor shall submit a detailed Dredging and Dredged Material Disposal Plan. This Plan shall specify the means and route of transfer of the dredged material from dredging site to the placement site(s), configuration of the placement site(s), and the detailed plan for water quality control and prevention of spills into the Columbia River.
- H. The Contractor shall conduct dredging in a manner to avoid any damage to existing facilities in the marina. The Contractor shall conduct a pre-dredge structure condition survey of all existing structures within the designated work areas. Any damaged facilities shall be identified in writing and provided to the Contracting Agency prior to the start of dredging work. The Contractor shall not damage riprap and bulkhead structures of the marina and shall avoid undermining the bank slope adjacent to the shorelines. The Contractor shall review all available data and conduct his assessment to assure not to undermine the shoreline slopes during the dredging operations. In the event that the Contractor encounters riprap or bulkhead within the dredging area, the Contractor shall cease dredging in that area, replace riprap/bulkhead, and notify the Engineer.
- I. Floating docks: Contractor may not remove floating docks.
- J. Slip Dredging: Caution shall be exercised to ensure the existing structures are protected and not damaged during open slip dredging.
- K. Under Dock Dredging: Caution shall be exercised to ensure the existing structures are protected and not damaged during execution of under dock dredging.
- L. Excessive Dredging: Dredging of material outside the dredging limits and below the allowable overdredge elevation is excessive dredging. The Owner's Representative or the Owner has the right to direct the Contractor to replace the excessive dredge material to the limits established on the Plans or in the

Specifications. The Contractor will not be paid for replacement of excessive dredging and shall be responsible for any fees and fines incurred as a result of disposing excessive dredge materials at the disposal sites

- M. Side Slope Dredging: The side slope used for computing estimated dredge quantities shall be as shown on the Drawings. Payment for dredging outside the specified side slopes will not be allowed. Material sloughed into the dredge cut area from the side slopes shall be removed by the Contractor up to the time of final completion of the post-dredge survey (see Paragraph 3.05 below). Dredging of side slopes around pile-supported structures (access pier, boat lift, boat ramp) shall be conducted from the top of slope down to toe in a progressive manner.
- N. Pile-Supported Structures: Dredging within and adjacent to pile-supported structures shall be conducted in a manner which does not cause damage or impacts to the support piles or to the superstructure (floats, walkways, beams, etc.). The Contractor shall be responsible for any damage caused to the existing pile-supported structures as a result of their dredging operations.
- O. Vessel Relocation: The Contracting Agency will be responsible for relocation of vessels within the awarded dredging area moorage slips. At the pre-dredge meeting, the Contractors schedule will be reviewed and initial sequencing for vessel movement developed in coordination with the Contracting Agency. Vessel movement sequencing will be reviewed at weekly progress meetings throughout the duration of the project. Due to logistical complications related to vessel relocation, the Contractor will not be able to work in all awarded project areas simultaneously. The Contractor shall promptly notify the Contracting Agency of any schedule changes that will impact vessel movements. The Contractor shall notify the Contracting Agency at least 14 days prior to dredging an area in order to allow sufficient time for vessels to be relocated.

3.03 MISPLACED MATERIAL

- A. Should the Contractor, during the execution of the Work, lose, dump, throw, overboard, sink or misplace any material, dredge, barge, machinery, or appliance, the Contractor shall promptly recover and remove the same from the water. The Contractor shall give immediate verbal notice, followed by written confirmation, of the description and location of such obstructions to the Owner, and shall mark and buoy such obstructions until they are removed. Should the Contractor refuse, neglect, or delay compliance with this requirement, such operations may be deducted from any money due to the Contractor, or may be recovered from his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk, without his fault or negligence shall be limited to that provided in Section 15, 19, and 20 of the River and Harbor Act of 3 March 1899 (33 U.S.C. 410 et seq.).

3.04 WATER QUALITY MONITORING

- A. Water Quality: In conducting dredging and placement work the Contractor shall pay particular attention to minimize turbidity in the water column and avoid increase of water turbidity during transfer of dredged material to the in-water disposal site – in accordance with the Water Quality Monitoring Plan (see SECTION 01 33 00 SUBMITTALS , Paragraph 1.02 B) and owner provided permits. Appropriate BMPs shall be employed by the Contractor to minimize sediment loss and turbidity generation during dredging and dredged sediment transfer to the disposal site in compliance with the permits. Turbidity monitoring shall be conducted during all dredging and placement activities in accordance with the water quality monitoring plan and the results shall be reported in the daily dredging reports. It is the Contractor's responsibility to adjust means and methods to maintain compliance with water quality criteria. Any exceedance of turbidity criteria that cannot be controlled via change in dredging methods shall be reported to the Owner and Oregon Department of Environmental Quality in accordance with permit conditions.
- B. The Contractor shall perform water quality monitoring to ensure their dredging work is complying with the project 401 Water Quality Certification Order #5176 (see project permits). The Contractor shall meet water quality criteria as defined in the Project 401 Water Quality Certification and applicable local, state, and federal standards. The Contractor shall have in place Best Management Practices to prevent water quality exceedances and Contingency measures to implement should water quality violations occur.
- C. Turbidity monitoring work shall be conducted by a technician that is either an employee of Contractor or an independent company experienced in conducting water quality compliance monitoring work. The proposed technician shall have a minimum 5 years of documented experience with water quality and turbidity monitoring work and use of required equipment.
- D. Water Quality Monitoring results shall be submitted directly to the agencies as outlined in the permit documents.

3.05 FINAL SURVEY REVIEW AND NON-CONFIRMING WORK:

- A. Final Survey Review and Non-Conforming Work: No dredging shall occur below or outside the maximum dredging pay limits defined in the Contract Documents. Dredging in any area not depicted on the Plans is a violation of Permits for this Work. The Engineer and Owner will conduct a final review of the post-construction surveys (conducted by Contractor) in the Dredging Work Area. If pre- and post-dredge surveys and construction observations determine that dredging and disposal has been performed outside or below defined or permitted limits or was conducted in an unauthorized manner, the Contractor shall correct and/or repair any non-conforming or deficient work at no additional cost to the Owner prior to Contractor request for final acceptance. Final estimates will be subject to deductions or correction of deductions previously made because of excessive dredging

(dredging beyond the maximum pay limits), or disposal of material in an unauthorized manner. The Contractor shall not demobilize dredging equipment until all final surveys have been verified by the Owner.

3.06 SPILL PREVENTION AND POLLUTION CONTROL

- A. The Contractor shall be responsible for prevention, containment, and cleanup of spilling of oil, fuel, and other petroleum products used in the Contractor's operations. All such prevention, containment and cleanup costs shall be borne by the Contractor. The discharge of oil from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations. The Contractor shall, at a minimum, take the following measures regarding oil spill prevention, containment, notification, and cleanup:
1. Develop a written description of their Spill Prevention and Pollution Control Plan (SPPC) and submit to the Owner for review prior to the start of construction which shall be utilized for the duration of the project. A copy of the SPPC plan with any updates shall be maintained at the work site by the Contractor and shall be attached as an appendix to the Work Plan. The SPPC plan shall outline the roles, responsibilities, notifications, inspection and response protocols.
 2. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums, and other equipment and facilities shall be inspected regularly for drips, leaks, or signs of damage, and shall be maintained and stored properly to prevent spills. The Contractor's storage, which is required in the performance of the Work, shall be located upon existing cleared portions of the Work Area or areas to be cleared, and shall require written approval of the Owner and the Engineer.
 3. The Contractor shall not store oil or fuel on the shoreline, or equipment that is not required for the daily construction activities. The Contractor shall specify where oil and fuels will be stored in the Work Plan and Schedule. A metal pan or other impervious material with sides a minimum of four (4) inches high shall be placed under the equipment during refueling. The pan shall have a capacity equal to the capacity of the fuel cans used and catch any spills or leaks during the refueling activity. Fuel caught in the pan shall be contained and either transported off-site or used in the equipment. Under no condition shall the material be discharged on adjacent lands or waters. If the Contractor's fuel cells exceed the thresholds set forth in 40 CFR 112, the Contractor shall implement the SPCC and containment equipment accordingly.
 4. All visible floating oils shall be immediately contained with booms, dikes, or other appropriate means and removed from the water prior to discharge into state waters. All visible oils on land shall be immediately contained

using dikes, straw bales, or other appropriate means and removed using sand, ground clay, sawdust, or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leak-proof containers after cleanup and during transport to disposal. Waste materials shall be disposed offsite in accordance with applicable local, state, and/or federal regulations.

5. Special measures shall be taken to prevent bilge pumpage or effluent, chemicals, fuels, oils, greases, bituminous materials, waste washing, herbicides and insecticides, and concrete drainage from entering State waters.
6. The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of any legally constituted authority. Internal combustion engines shall not be allowed to idle for prolonged periods of time. The Contractor shall maintain construction vehicles and equipment in good repair. Exhaust emissions that are determined to be excessive by the Owner shall be repaired or replaced.
7. In the event of a discharge of oil, fuel, or chemicals into state waters, or onto land with a potential for entry into state waters, notification shall be made immediately to: (1) Oregon State Department of Environmental Quality Emergency Response System (1-800-452-0311); (2) National Response Center (1-800-424-8802).

3.07 QUALITY CONTROL

- A. Access to Work Area: Upon request by the Owner and/or Engineer for the purpose of reasonable supervision and inspection of the Work, the Contractor shall provide the use of such boats, boatmen, laborers, and material that are part of the ordinary and usual equipment and crew of the dredging plan in order to access the work area and dredging equipment. Such requests by the Owner and/or Engineer will be coordinated with the Contractor's work schedule, except in case of emergency.
- B. Water Level Gauge: The Contractor shall establish or use the available and verified water level gauge at the dredging location so that the dredge operator and hydrographic surveyors can observe the water level at all times.
- C. Dredge Horizontal Location Control: The Contractor shall have electronic positioning equipment that will locate the dredge when operating in the Dredging Work Area. The Contractor shall keep this equipment functioning on the dredge at all times during construction. The Contractor shall calibrate the equipment as required by the manufacturer. Proof of calibration shall be submitted to the Owner and the Owner's Representative. The Contractor shall utilize DGPS with less than 3 feet real time accuracy for horizontal positioning during all dredging operations and hydrographic surveying. This accuracy is required for dredging in close proximity to the submerged structures. Continuous locations of the dredge shall be made at all times during dredging operations. Positions shall be recorded at a

frequency necessary to meet dredge requirements and furnished daily as part of the Contractor's Daily Quality Control Reports, along with a drawing of the track of the dredge in relation to the dredge site. The Contractor shall submit a Dredge Location Plan describing the equipment and method of locating the dredge to the Owner and the Owner's Representative for review and approval with the Contractor's Work Plan and Schedule.

- D. Dredge Elevation Control: The Contractor shall monitor dredging depth. The paper or depth record produced by this instrument shall be submitted daily with the Daily Quality Control Report. The indicators shall be in plain view of operators and Inspector(s) and be adjusted to the Mean Lower Low Water datum (MLLW). The Contractor shall use measured tides to adjust dredging depth to the reference datum. The tide measurement location, equipment and method for measuring tide levels must be submitted in the Contractor's Work Plan and Schedule for review and approval by the Owner and the Owner's Representative. All tide measuring equipment and apparatus shall be removed prior to demobilization. All dredging shall be performed in a uniform and continuous manner so as to avoid excessive dredging including creating multiple holes, valleys, or ridges within the section of the area to be dredged
- E. Daily Reporting: Prepare and maintain a Daily Dredge Report of operations and provide a copy to the Owner. Information to be included in the report will be the date, period covered by the report, equipment used, locations of areas dredged and placement, quantity of materials dredged and placement of that day and to date, downtime and delay to the operation, safety, and other relevant comments concerning the conduct of the operation. The report shall include all inspections, surveys and monitoring activities, and shall be signed by the Contractor's dredging superintendent. Prior to the start of dredging work, the Contractor shall submit a sample of the form that will be used for the Daily Dredge Report.
- F. Use of Project Site Area: The project is located in the fully operational marina throughout the duration of the Project. The Contractor shall perform his operations, including mobilization/demobilization, dredging, and dredged material placement operations to minimize impacts on normal marina operational conditions. The Contractor shall develop a work plan (approach, schedule, communication) that accommodates vessel access and marina operations throughout the duration of the work. Contractor shall use communication devices on same VHF/CB channel as Marina and incoming vessels.

3.08 NOISE CONTROL

- A. Construction involving noisy operations, including starting and warming up of equipment shall be in compliance with local noise ordinances. Noisy operations shall be scheduled to minimize their duration.
- B. The Contractor shall comply with all local controls and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

- C. Each internal combustion engine, used for any purpose on the job or related to the job, shall be enclosed and be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler and enclosure.
- D. For all equipment, noise levels shall not exceed 85 dBA. Equipment that cannot meet these levels shall be quieted by use of improved exhaust mufflers, portable acoustical screens, or other means. Equipment not modified to meet these requirements shall be removed from the project.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement of the dredged material will be by unit volume in cubic yards (CY) of material removed within the dredge limits as shown on the Contract Drawings. The dredged volumes for payment will be determined based upon a comparison between the pre-dredge and post-dredge surveys inside of the dredging grades shown on the Plans for each IWWW. Progress payment volumes will be calculated by the Owner from the difference between the pre-dredge survey and the post-dredge survey using the "Average End Area Computation Method" as defined by the U.S. Army Corps of Engineers in Chapter 11 of EM 1110-2-1003. Final Acceptance of work will be based on the post-dredge survey to determine if the dredging and excavation limits were accomplished at the time of final completion (see Section 3.05 Final Survey Review and Non-Conforming Work).

4.02 DEDUCTION FOR NON-CONFORMING WORK

- A. No dredging shall occur below the elevations or outside the dredging limits defined in the Plans. This provision does not apply to the slopes of the dredge cut; that is, the Contractor will not be held responsible for material running from outside the dredging limits when excavating at an edge of a dredge site. However, as specified below in Section 4.03 (Payment) no payment will occur for dredging the slopes flatter than that shown on the Plans. Material that is obtained from or placed in unpermitted areas will not be paid for under this Contract. Excavation in any area not depicted on the Contract Drawings is a violation of Permits for this Work. If pre-dredge surveys, progress surveys, and construction observations determine that dredging or excavation has been performed outside or below the limits defined in the Plans, the quantity of material dredged or excavated from these areas will be computed and subtracted from the pay quantity.

4.03 PAYMENT

- A. Payment for work in this section will be paid for based on the unit prices in the bid schedule, by cubic yard for the following bid items:
- Bid Item No. 3 – Base Bid – Marina Dredging
 - Bid Item No. 4 – Additive Bid 1 – Marina Dredging
 - Bid Item No. 5 – Additive Bid 2 – Marina Dredging
 - Bid Item No. 6 – Additive Bid 3 – Marina Dredging
- B. Payment shall be made based upon the volume of sediment removed during dredging operations, as determined by the Plans as herein above provided. ~~No separate payment for over-dredging to achieve the design depths shown on the Plans is included under this contract.~~ The Contractor shall estimate possible additional dredging volumes needed to provide the design depths and include them into the unit bid price. The Contractor shall provide single unit bid price, per cubic yard, for dredging sediment within the dredge design prism (as shown on the Plans) and placement at the in-water disposal site.
- C. No payment shall be made for materials removed from beyond the limits and depths shown on the Plans. Also, no payment will occur for dredging the slopes flatter than that shown on the Plans. Any penalties resulting from dredging in excess of the depths shown in the permit will be the Contractors responsibility.
- D. The bid quantities shall be adjusted after the pre-dredge surveys, and any reduction or increase in quantities will be made upon coordination and approval by the Owner. At the Contractor's request, progress payments less a 20% retainage may be made based on progress surveys compared to the pre-dredge survey. Final payment will be made after acceptance of the post-dredge survey by the Owner.
- E. The quantities have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original unit bid price, regardless of final quantity.

END OF SECTION 35 01 40

SECTION 35 20 23.43

DREDGED MATERIAL DISPOSAL

PART 1– GENERAL

1.01 DESCRIPTION

- A. The Work covered by this Section consists of furnishing all labor, materials, equipment, and performing all operations in connection with disposal of sediment dredged from Hammond Boat Basin at the in-water disposal site. The in-water disposal site is located adjacent to the mouth of the Hammond Boat basin entrance.
- B. The Contractor shall dispose of the dredged sediment at the designated in-water disposal site with regard to the permit provisions.

1.02 SUBMITTALS

- A. All Submittals shall be made in accordance with Section 01 33 00 – SUBMITTALS. Submittals for this Section shall include the following:
 - 1. Pre-Placement Bathymetric Survey
 - 2. Post-Placement Bathymetric Survey
 - 3. Dredging & Dredged Material Disposal Plan
 - 4. Water Quality Monitoring Plan

1.03 DREDGED MATERIAL DISPOSAL PLAN

- A. The Contractor shall submit a Dredged Material Disposal Plan, in writing to the Owner and Engineer at the Pre-Construction Conference for review and approval. The Dredged Material Disposal Plan shall include information regarding but not limited to following:
 - 1. Disposal Plan for Dredged Sediment at In-water Disposal Site
 - 2. Location of the in-water disposal site and method of placement the dredged sediment at this site.
 - 3. The Contractor shall submit the alignment of pipeline, plans for overpassing structures/measures, specifics of the discharge pipeline, floats (where appropriate), navigation aids, measures to maintain floating pipeline in place and intact, measures to maintain the turbidity in the limits shown by the permit provisions, and water quality specifications.
 - 4. If placement of sediment by hydraulic pipeline into the bottom dump barge with further towing and dumping dredged sediment from said barge at the in-water disposal site is selected, in addition to the above, the Contractor shall submit the

plans for staging and anchoring/berthing of bottom dump barge and measures to fill up the barge that meet water quality requirements and permit provisions.

1.04 MISPLACED MATERIAL

- A. The Contractor shall not deposit dredged material into areas other than those shown on the Contract Plans or stated in Permits without approval of the Owner. Work shall meet requirements set forth in Section 35 01 40 – MARINA DREDGING. If placement of sediment is selected by hydraulic pipeline directly into the in-water disposal site, the Contractor is responsible for installation and maintenance of pipeline from the dredge to the discharge point and for installation and maintenance the required navigation aids at in-water operation areas. The Contractor is responsible and shall not allow any breakage of pipeline that may result in spill of dredged slurry outside the boundaries of disposal site. The Contractor shall install and secure the discharge pipeline and diffuser, if required, and provide discharge of dredged slurry into the ambient water in a manner to meet all environmental permits and water quality requirements.

PART 2 - PRODUCTS

(Not Used).

PART 3 - EXECUTION

3.01 DISPOSAL AREA

A. In-water Disposal of Dredged Sediment

1. Dredged materials shall be disposed of inside the boundaries of the designated in-water disposal site shown on the Plans and discussed in this Section. The Contractor shall be familiar with the conditions at the disposal site, with all applicable permits associated with the site, the environmental and technical requirements for placement of dredged materials, and any restrictions and limitations that must be complied with to ensure the successful placement of dredged material at the designated in-water disposal site.
2. If placement of sediment by hydraulic pipeline directly into the in-water disposal site is selected, the Contractor is responsible for installation and maintenance of pipeline from the dredge to the discharge point and for installation and maintenance of the required navigation aids at in-water operation areas. The Contractor is responsible for and shall not allow any breakage of pipeline that may result in spilling of dredged slurry outside the boundaries of disposal site. The Contractor shall install and secure the discharge pipeline and diffuser, if required, and provide discharge of dredged slurry into the ambient water in a manner to meet all environmental permits and water quality requirements.

3. If placement of sediment by hydraulic pipeline into the bottom dump barge with further towing and dumping dredged sediment at in-water disposal site is selected, the Contractor shall identify and coordinate with the Owner and Engineer the barge staging area, method of anchoring/berthing the barge, and method of filling the barge with the slurry. If required, the Contractor shall coordinate the staging area and method of filling the barge with appropriate agencies to assure the compliance of the disposal operations to the permit requirements, The Contractor is responsible for installation and maintenance of the required navigation aids at in-water operation areas.

B. Misplaced Material

1. The Contractor shall, prior to disposal of dredged material, remove all derelict materials and other similar debris lying within the limits of the Disposal Site. All debris materials shall be disposed of offsite in areas approved by the Owner and Engineer at the expense of the Contractor.
2. Grading and other construction equipment shall not be permitted outside of the Disposal Site shown on the Contract Plans, except for designated ingress and egress of equipment to access this location.

3.02 ELEMENTS OF CONSTRUCTION

A. Disposal Site

1. Contractor is responsible for all preparation work required at the Disposal site prior to the placement of the dredged material from the marina.
2. The Contractor shall install pipeline from the dredge to disposal site in a manner to avoid or minimize impact on ground transportation along the land part of pipeline alignment and on Marina operations along the floating part of the pipeline. Pipeline alignment on land shall be coordinated with the Owner and the Engineer and shall be in the vicinity of available easements.
3. The Contractor shall obtain and be familiar with all design documents on facilities and communications along the alignment of pipeline and adjacent area to be used during construction. Contractor will be responsible for any damage to these facilities resulting from dredging and dredged material disposal operations.

3.03 WATER QUALITY

- A. The Contractor is responsible for monitoring disposal work according to the Water Quality Monitoring Plan, and adhering to all water quality regulations set forth by the Permits and these Specifications to protect water quality in the vicinity of the Disposal Site. Water Quality monitoring details are described in SECTION 35 01 40 – Marina Dredging, Paragraph 3.04.

- B. The Contractor shall employ measures including BMPs that meet specifications prescribed within the project permits, to minimize turbidity, dispersal of material in the water, and loss of sediment from the Disposal Site.
- C. The Contractor shall bear all costs for compliance with water quality requirements and any corrective actions necessary. The Owner may stop work in the event that the Contractor is unable to meet the water quality requirements at no additional cost to the Owner.

3.04 TRANSPORT AND HANDLING OF DREDGED MATERIAL

- A. The transporting of dredged sediment from the Dredging Work Area to the Disposal Site is allowed under this project by bottom dump barges and/or hydraulic pipeline. A description of the method selected by the Contractor for dredged material transport shall be submitted as a part of the Dredged Material Disposal Plan, as specified in Section 35 01 40- MARINA DREDGING. Transport methods, equipment, and attendant plans shall be in satisfactory operating condition, capable of efficiently performing the Work as set forth in the Contract Documents and shall be subject to inspection by the Engineer prior to beginning the Work and at all times during construction.

3.05 CONSTRUCTION SURVEYING:

- A. The Contractor shall complete a pre-construction bathymetric survey at the in-water disposal site before placing dredged material specified in SECTION 01 71 23.16 CONSTRUCTION SURVEYING. The scope of the Contractor-provided survey consists of furnishing all materials, labor, and equipment necessary to perform the pre-placement bathymetric survey of the disposal site.
- B. The Contractor shall complete a post-construction bathymetric survey at the in-water disposal site upon completion of placed dredged material specified in SECTION 01 71 23.16 CONSTRUCTION SURVEYING. The scope of the Contractor-provided survey consists of furnishing all materials, labor, and equipment necessary to perform the post-placement bathymetric survey of the in-water disposal site.

3.06 TOLERANCES

(Not Applicable).

3.07 REVIEW

- A. Placement of disposed material within the Disposal Site shall be inspected by the Engineer and the Owner. The Engineer will also review the results of the pre-placement survey specified in Section 01 71 23.16 – CONSTRUCTION SURVEYING.

PART 4– MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the work required by this section.

4.02 PAYMENT

- A. No separate payment will be made for the work required by this section. All materials, labor and work detailed in this section is incidental to Section 35 01 40 – MARINA DREDGING.

END OF SECTION



Oregon

Kate Brown, Governor

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July 12, 2019

Jane Sweet
City of Warrenton
PO Box 250
Warrenton, OR 97146

RE: 1997-01562-6; Hammond Marina Dredging 401 Water Quality Certification

The Oregon Department of Environmental Quality has reviewed the U.S. Army Corps of Engineers permit application #1997-1562-6 (Department of State Lands [DSL] # 34452), in response to a request for a Clean Water Act Section 401 Water Quality Certification received on March 1, 2019. DEQ's 401 Water Quality Certification public comment information was circulated with the Corps' public notice, and DEQ received no water quality comments.

According to the Joint Permit Application, Jane Sweet of the City of Warrenton proposes to impact the Columbia River at river mile 8.7 in order to conduct maintenance dredging. The project is located in the Columbia River, Warrenton (Hammond), Clatsop County, Oregon (Township 8 North/ Range 10 West/Section 5).

Project Description: The City of Warrenton proposes to dredge the Hammond Boat basin to the approved depth of -8 feet MLLW and within the existing dredging footprint using a hydraulic dredge. Approximately 72,450 cubic yards of dredged material over about 10.5-acres will be removed within a 5-year period. No mitigation is required as this is a maintenance activity.

Status of Affected Waters of the State: The Columbia River is classified as water quality limited under the federal Clean Water Act. The Columbia River is on the Section 303(d) list of impaired water bodies for the parameters arsenic, DDE 4,4, fecal coliform, and polychlorinated biphenyls (PCBs); and has EPA approved Total Maximum Daily Loads (TMDLs) that have been developed for the parameters dioxin (2,3,7,8-TCDD) and total dissolved gas.

The above listed parameters impair the following beneficial uses in the Lower Columbia River Basin (Mouth to RM 86): Public Domestic Water Supply, Private Domestic Water Supply, Industrial Water Supply, Irrigation, Livestock Watering, Fish and Aquatic Life, and Wildlife and Hunting. Additional beneficial uses include: Fishing, Boating, Water Contact Recreation, Aesthetic Quality, Commercial Navigation and Transportation.

Certification Decision: Based on the information provided by the applicant and the Corps, DEQ is reasonably assured the project will be consistent with applicable provisions of Sections 301, 302, 303, 306 and 307 of the federal Clean Water Act, state water quality standards set forth in Oregon Administrative Rules Chapter 340 Division 41 and other requirements of state law, provided the following conditions are strictly adhered to by the Applicant.

401 WQC GENERAL CONDITIONS

- 1) **Responsible parties:** This 401 WQC applies to the applicant. The applicant is responsible for the work of its contractors and subcontractors, as well as any other entity that performs work related to this Water Quality Certification.
- 2) **Work Authorized:** Work authorized by this 401 Water Quality Certification is limited to the work described in the Joint Permit Application signed on January 30, 2019 and additional application materials, unless otherwise authorized by DEQ. If the project is operated in a manner that's not consistent with the project description in the permit application materials, the applicant is not in compliance with this 401 Water Quality Certification and may face enforcement penalties.
- 3) **Duration of Certificate:** This 401 Water Quality Certification for impacts to waters, including dredge and fill activities, is valid until closure of the in-water timing window (see Condition 2) of the fifth year from the date of issuance of the USACE 404 permit. A new or modified 401 certification must be requested before any modification of the US Army Corps of Engineers 404 permit.
- 4) **401 WQC on Site:** A copy of this 401 Water Quality Certification letter must be kept on the job site and readily available for reference by the applicant and its contractors and subcontractors, as well as by DEQ, US Army Corps of Engineers, National Marine Fisheries Service, Oregon Department of Fish and Wildlife and other state and local government inspectors.
- 5) **Modification:** Any approved modifications to this certification will incur a Tier 1 fee of \$985 at a minimum. A higher fee will be assessed for complex modifications.
- 6) **Notification:** The applicant must notify DEQ of any change in ownership or control of this project within 30 days, and obtain DEQ review and approval before undertaking any change to the project that may potentially affect water quality.
- 7) **Project Changes:** DEQ may modify or revoke this certification, in accordance with Oregon Administrative Rules 340-048-0050, if the project changes or project activities are having an adverse impact on state water quality or beneficial uses, or if the applicant violates any of the conditions of this certification.
- 8) **Access:** The applicant and its contractors must allow DEQ access to the project site with or without prior notice, including staging areas, and mitigation sites to monitor compliance with these certification conditions, including:
 - a. Access to any records, logs, and reports that must be kept under the conditions of this certification
 - b. To inspect best management practices, monitoring or equipment or methods
 - c. To collect samples or monitor any discharge of pollutants
- 9) Failure of any person or entity to comply with this order may result in the issuance of civil penalties or other actions, whether administrative or judicial, to enforce its terms.

CONSTRUCTION SPECIFIC CONDITIONS

- 10) **Deleterious waste materials:** The applicant is prohibited from placing biologically harmful materials and construction debris including, but not limited to: petroleum products, chemicals, cement cured less than 24 hours, welding slag and grindings, concrete saw cutting by-products, sandblasted materials, chipped paint, tires, wire, steel posts, and asphalt and waste concrete where such materials could enter waters of the state, including wetlands (wetlands are waters of the state).

The applicant must:

- a. Cure concrete, cement, or grout for at least 24 hours before any contact with flowing waters;
 - b. Use only clean fill, free of waste and polluted substances
 - c. Employ all practicable controls to prevent discharges of spills of harmful materials to surface or groundwater
 - d. Maintain at the project construction site, and deploy as necessary, an adequate supply of materials needed to contain deleterious materials during a weather event
 - e. Remove all foreign materials, refuse, and waste from the project area
 - f. Employ general good housekeeping practices at all times
- 11) **Spill Prevention:** The applicant must have a spill prevention and control plan. The applicant must fuel, operate, maintain and store vehicles and equipment, and must store construction materials, in areas that will not disturb habitat directly or result in potential discharges. In general, reasonable precautions and controls must be used to prevent any discharges of petroleum products or other harmful or toxic materials from entering the water as a result of any in-water activities. In addition, the following specific requirements apply:
- a. Vehicle and motorized equipment staging, cleaning, maintenance, refueling, and fuel storage must take place in a vehicle staging area 150 feet or more from any waters of the state. DEQ may approve in writing exceptions to this distance if all practical prevention measures are employed and this distance is not possible because of any of the following site conditions:
 - i. Physical constraints that make this distance not feasible (e.g., steep slopes, rock outcroppings)
 - ii. Natural resource features would be degraded as a result of this setback
 - iii. Equal or greater spill containment and effect avoidance is provided even if staging area is less than 150 feet away from waters of the state
 - b. If staging areas are within 150 feet of any waters of the state, as allowed under subsection (a)(iii) of this condition, full containment of potential contaminants must be provided to prevent soil and water contamination, as appropriate
 - c. All vehicles operated within 150 feet of any waters of the state must be inspected daily for fluid leaks before leaving the vehicle staging area. Any leaks detected in the vehicle-staging area must be repaired before the vehicle resumes operation
 - d. Before operations begin and as often as necessary during operation, equipment must be steam cleaned (or undergo an approved equivalent cleaning) until all visible oil, grease, mud, and other visible contaminants are removed if the equipment will be used below the bank of a waterbody

- e. All stationary power equipment (e.g., generators, cranes, stationary drilling equipment) operated within 150 feet of any waters of the state must be covered by an absorbent mat to prevent leaks, unless other suitable containment is provided to prevent potential spills from entering any waters of the state
- f. An adequate supply of materials (such as straw matting/bales, geotextiles, booms, diapers, and other absorbent materials) needed to contain spills must be maintained at the project construction site and deployed as necessary
- g. All equipment operated in state waters must use bio-degradable hydraulic fluid
- h. A maintenance log documenting equipment maintenance inspections and actions must be kept on-site and available upon request

12) **Spill & Incident Reporting:**

- a. In the event that petroleum products, chemicals, or any other harmful materials are discharged into state waters, or onto land with a potential to enter state waters, the applicant must promptly report the discharge to the Oregon Emergency Response System (800-452-0311). The applicant must immediately begin containment and complete cleanup as soon as possible.
- b. If the project operations cause a water quality problem which results in distressed or dying fish, the applicant must immediately:
 - Cease operations
 - Take appropriate corrective measures to prevent further environmental damage
 - Note condition of fish (dead, dying, decaying, erratic, or unusual behavior)
 - Note the number, species, and size of fish in each condition
 - Note the location of fish relative to operations
 - Note the presence of any apparently healthy fish in the area at the same time
 - Collect fish specimens and water samples
 - Notify DEQ, Oregon Department of Fish and Wildlife, National Marine Fisheries Service and U.S. Fish and Wildlife Service as appropriate (reporting of listed fish mortality to National Marine Fisheries Service is required).

13) **Vegetation Protection and Restoration:**

- a. The applicant must protect riparian, wetland, and shoreline vegetation in the authorized project area (as defined in the permit application materials) from disturbance through one or more of the following:
 - i. Minimization of project and impact footprint
 - ii. Designation of staging areas and access points in open, upland areas
 - iii. Fencing and other barriers demarcating construction areas
 - iv. Use of alternative equipment (e.g., spider hoe or crane)
- b. If authorized work results in vegetative disturbance and the disturbance has not been accounted for in planned mitigation actions, the applicant must successfully reestablish vegetation to a degree of function equivalent or better than before the disturbance. The standard for success is 80 percent cover for native plant species. The vegetation must be reestablished by the completion of authorized work and include:

- i. Restoring damaged streambanks to a natural slope, pattern, and profile suitable for establishment of permanent woody vegetation, unless precluded by pre-project conditions (e.g., a natural rock wall)
- ii. Replanting or reseeding each area requiring revegetation before the end of the first planting season following construction
- iii. Planting disturbed areas with native plants and trees in all cases except where the use of non-native plant materials may be essential for erosion control
- iv. The use of invasive species to re-establish vegetation is prohibited
- v. Herbicides, pesticides and fertilizers must be applied per manufacturer's instructions, and only if necessary for vegetation establishment. If chemical treatment is necessary, the applicant is responsible for ensuring that pesticide application laws, including with the National Pollutant Discharge Eliminations System 2300-A general permit are met. Please review the information on the following website for more information:
<https://www.oregon.gov/deq/wq/wqpermits/Pages/Pesticide.aspx>

Additionally:

- 1. Unless otherwise approved in writing by DEQ, applying surface fertilizer within stormwater treatment facilities or within 50 feet of any stream channel is prohibited.
 - 2. Other than spot application to cut stems, no herbicides are allowed within stormwater treatment facilities or within 150 feet of waters of the state. Mechanical, hand, or other methods may be used to control weeds and unwanted vegetation within stormwater treatment facilities or within 150 feet of waters of the state; and
 - 3. No pesticides may be used within stormwater treatment facilities or within 150 feet of waters of the state.
 - vi. Install wildlife-friendly fencing as necessary to prevent access to revegetated sites by livestock or unauthorized persons
 - vii. Minimize soil compaction, especially in areas that are designated for replanting. If soils are compacted, Loosen and aerate compacted soil in staging areas and work construction areas prior to replanting. Leave topsoil when possible. Chip materials from clear and grub operation and spread on soil surface, unless cleared areas contained invasive species.
- 14) Provide and maintain existing minimum **50-foot buffer zone during construction and post-construction to protect riparian areas and wetlands**, unless authorized in writing by DEQ.
- 15) **Previously Contaminated Soil and Groundwater:** If any contaminated soil or groundwater is encountered, it must be handled and disposed of in accordance with the soil and groundwater management plan for the site, as well as local, state and federal regulations. The applicant must notify the Environmental Cleanup Section of DEQ at 800-452-4011 Ex.6258.
- 16) **Notification to DEQ:** The applicant must provide pre-construction notification to DEQ one week before construction starts. Contact information can be found at the end of the certification.

SPECIFIC CONDITIONS FOR IN-STREAM WORK

- 17) **Fish Protection/ Oregon Department of Fish and Wildlife Timing:** The applicant must perform in-water work only within the Oregon Department of Fish and Wildlife preferred time window as specified in the *Oregon Guidelines for Timing of In-Water Work to Protect Fish and Wildlife Resources* (please follow the link: https://www.dfw.state.or.us/lands/inwater/Oregon_Guidelines_for_Timing_of_InWater_Work2008.pdf) or as authorized otherwise under a Department of State Lands removal/fill permit. Exceptions to the timing window must be recommended by Oregon Department of Fish and Wildlife and/or the National Marine Fisheries Services as appropriate.
- 19) **Aquatic Life Movements:** Any activity that may disrupt the movement of aquatic life living in the water body, including those species that normally migrate through the area, is prohibited. The applicant must provide unobstructed fish passage at all times during any authorized activity. Exceptions must be reviewed and recommended by Oregon Department of Fish Wildlife and/or the National Marine Fisheries Service as appropriate.
- 20) **Isolation of In-Water Work Areas:** The applicant must isolate in-water work areas from the active flowing stream, unless otherwise authorized as part of the approved application, or authorized by DEQ.
- 21) **Cessation of Work:** The applicant must cease project operations under high-flow conditions that will result in inundation of the project area. Only efforts to avoid or minimize turbidity or other resource damage as a result of inundation of the exposed project area are allowed during high-flow conditions.
- 22) **Turbidity:** The applicant must implement best management practices to minimize turbidity during in-water work. Any activity that causes turbidity to exceed 10 percent above natural stream turbidity is prohibited except as specifically noted below:
 - a. **Monitoring:** Turbidity monitoring must be conducted and recorded as described below. Monitoring must occur at two-hour intervals each day when in-water work is being conducted. A properly calibrated turbidimeter is required. Visual gauging may be acceptable with prior written approval from DEQ; however, *turbidity that is visible over background is prohibited*.
 - i. **Representative Background Point:** The applicant must take and record a turbidity measurement every two hours during in-water work at an undisturbed area 100 feet up-current from the in-water disturbance, in order to establish background turbidity levels. The background turbidity, location, date, tidal stage (if applicable) and time must be recorded immediately prior to monitoring down-current at the compliance point described below.
 - ii. **Compliance Point:** The applicant must monitor every two hours, 100 feet downcurrent from the disturbance, at approximately mid-depth of the waterbody and within any visible plume. The turbidity, location, date, tidal stage (if applicable) and time must be recorded for each measurement.

- b. **Compliance:** The applicant must compare turbidity monitoring results from the compliance points to the representative background levels taken during each two hour monitoring interval. Pursuant to Oregon Administrative Rules 340-041-0036, short-term exceedances are allowed as followed:

MONITORING WITH A TURBIDIMETER		
ALLOWABLE EXCEEDANCE TURBIDITY LEVEL	ACTION REQUIRED AT 1 ST MONITORING INTERVAL	ACTION REQUIRED AT 2 ND MONITORING INTERVAL
0 to 5 NTU above background	Continue to monitor every 2 hours	Continue to monitor every 2 hours
6 to 29 NTU above background	Modify BMPs & continue to monitor every 2 hours	Stop work after 4 hours at 6-29 NTU above background
30 to 49 NTU above background	Modify BMPs & continue to monitor every 2 hours	Stop work after 2 confirmed hours at 30-49 NTU above background
50 NTU or more above background	Stop work	Stop work

If an exceedance over the background level occurs, the applicant must modify the activity and continue to monitor every two hours. **If an exceedance over the background level continues after the second monitoring interval, the activity must stop.** If, however, turbidity levels return to background at or after second monitoring level due to implementation of best management practices or natural attenuation, work may continue with appropriate monitoring as above.

If an exceedance occurs at: 50 NTU or more over background; 30 NTU over background for two hours; or 5-29 NTU over background for four hours, the activity must stop immediately for the remainder of that 24-hour period.

- c. **Reporting:** The applicant must record all turbidity monitoring required by subsections (a) and (b) above in daily logs. The daily logs must include calibration documentation; background Nephelometric Turbidity Unit (NTU); compliance point NTUs; comparison of the points in NTUs; location; date; time; and tidal stage (if applicable) for each reading. Additionally, a narrative must be prepared discussing all exceedances with subsequent monitoring, actions taken, and the effectiveness of the actions. Applicant must make available copies of daily logs for turbidity monitoring to DEQ, U.S. Army Corps of Engineers, National Marine Fisheries Service, U.S. Fish and Wildlife Service, and Oregon Department of Fish and Wildlife upon request. An example turbidity log is attached to this certification.

If turbidity monitoring cannot be conducted due to dry conditions, the applicant must provide photo documentation with a date and time stamp.

- d. **Best Management Practices to Minimize In-stream Turbidity:** The applicants must implement the following best management practices, unless accepted in writing by DEQ:
- Sequence/Phasing of work – The applicant must schedule work activities to minimize in-water disturbance and duration of in-water disturbances
 - Bucket control - All in-stream digging passes by excavation machinery and placement of fill in-stream using a bucket must be completed to minimize turbidity. All practical techniques such as employing an experienced equipment operator, not dumping partial or full buckets of

- material back into the wetted stream, adjusting the volume, speed, or both of the load, or using a closed-lipped environmental bucket must be implemented
- iii. The applicant must limit the number and location of stream-crossing events. Establish temporary crossing sites as necessary at the least sensitive areas and amend these crossing sites with clean gravel or other temporary methods as appropriate, to discharge sediments to the waterbody
 - iv. Machinery may not be driven into the flowing channel, unless authorized in writing by DEQ
 - v. Excavated material must be placed so that it is isolated from the water's edge or wetlands, and not placed where it could re-enter waters of the state uncontrolled
 - vi. Containment measures such as silt curtains, geotextile fabric, and silt fences must be in place and properly maintained in order to minimize in-stream sediment suspension and resulting turbidity.

SPECIFIC CONDITIONS FOR DREDGING

- 23) **Sediment Characterization:** Sediment characterization has been conducted in accordance with the *Sediment Evaluation Framework for the Pacific Northwest (SEF)*, May 2009 [USACE, National Marine Fisheries Service (NMFS), U.S. Fish and Wildlife Service (USFWS), U.S. Environmental Protection Agency (EPA), DEQ, Washington Department of Natural Resources (WDNR), Washington Department of Ecology (Ecology), and Idaho Department of Environmental Quality (IDEQ)]. The applicant must follow all recommendations of the Portland Sediment Evaluation Team (PSET) Memorandum dated December 15, 2015. According to the PSET memo, dredged materials are suitable for in-water disposal, and new surface material is suitable for aquatic exposure.
- 24) **Dredging and Disposal Methods:** The PSET determination and coordination with DEQ Cleanup will limit the dredging, dewatering, return water, and dredged material disposal methods as follows:
- a. Suitable for Unconfined In-water Disposal
 - i. Dredging method (e.g., backhoe operated from bank, toothed clamshell bucket, close-lipped clamshell bucket, hydraulic suction) is not limited.
 - ii. Dewatering during dredging (e.g., over water from bucket; through filtered outlets or after settling in a tank, bin, barge, pond, etc.) is not limited.
 - iii. Dredged material disposal method (e.g., unconfined in-water, upland reuse, confined upland disposal facility, landfill) not limited. DEQ clean fill determination or Solid Waste Letter of Authorization is required for any manner of upland disposal.
 - iv. Discharge of return water (e.g., controlled release from confined upland disposal facility after settling) is not limited.
 - v. Leave surface management (e.g., over or under dredge to clean material, overdredge and cap, cap) is not required.
 - b. Not Suitable for Unconfined In-Water Disposal
 - i. Dredging method is limited to diver assisted hydraulic suction, hydraulic suction, closed-lipped environmental bucket, or excavation in the dry.
 - ii. Discharge to waters resulting from dewatering during dredging or release

of return water from an upland facility is prohibited except as provided below.

1. All water removed with sediment must be contained and disposed of at an appropriately sized and sealed upland facility by evaporation or absorption by inert material (such as shredded paper).
 2. A Modified Elutriate Test (MET) may be performed for the known contaminants of concern (CoCs) with results compared against DEQ freshwater chronic water quality criteria. If CoC concentrations are below the criteria, criteria are not applicable, or DEQ Cleanup offers a determination of acceptability; dewatering and return water discharge are not limited.
 - a. The MET must be performed before dredging.
 - b. DEQ must approve the list of CoCs and analytical method prior to the applicant performing the MET.
 - c. DEQ must review the results and provide approval of discharge from dewatering and return water in writing prior to dredging.
 - iii. Dredged material disposal must be upland or at a landfill permitted to accept hazardous waste. DEQ Solid Waste Letter of Authorization (or clean fill determination) is required, which may include contaminant specific limitations.
 - iv. Leave surface management per PRG or DEQ Cleanup or 401 program recommendation is required prior to dredging.
- c. Complete containment of in-water work areas from the active flowing stream by using silt curtains, cofferdams, inflatable bags, geo blocks, sandbags, sheet pilings, or similar materials, is encouraged.
- d. Employ techniques to minimize sediment disturbance and distribution through the water column.
- i. Sequence or phase work activities to minimize the extent and duration of in-water disturbances;
 - ii. Employ an experienced equipment operator;
 - iii. Implement bucket control techniques, such as:
 1. Do not overfill the bucket.
 2. Close the bucket as slowly as possible on the bottom.
 3. Pause before hoisting the bucket off of the bottom to allow any overage to settle near the bottom.
 4. Hoist load very slowly.
 5. If dewatering is permissible, pause bucket at water surface to minimize distance of discharge.
 6. "Slam" open the bucket after material is dumped on a barge to dislodge any additional material that is potentially clinging to the bucket.
 7. Ensure that all material has dumped into the barge from the bucket before returning for another bite.
 8. Do not dump partial or full buckets of material back into the wetted stream.
 - iv. Implement suction dredge control techniques, such as:
 1. Operate with the intake head at or below the surface of the

- sediments being removed during all periods of active dredging.
 - 2. Slow cutter head rotation or lessen horsepower.
 - 3. Slow swing arm speed.
 - 4. Clean out slurry by pumping in river water before shutting down rather than purging.
 - 5. If purging becomes necessary, raise intake line no more than 3 feet from the bottom.
- e. Dredging of holes or sumps below maximum depth and subsequent redistribution of sediment by dredging, dragging, or other means is prohibited.
- f. If the dredging operation causes a water quality problem that results in distressed or dying fish, the operator shall immediately: cease operations; take appropriate corrective measures to prevent further environmental damage; collect fish specimens and water samples; and notify DEQ, ODFW, and NMFS within 24 hours of the incident.
- 25) **Dredging Operations:** USACE and its contractors must conduct dredging operations employing Best Management Practices (BMPs) which minimize disturbance or siltation of adjacent habitat or waters. These BMPs must include the following:
- a) Hopper and pipeline dredges:
- i. Must be operated with the intake head at or below the surface of the sediments being removed during all periods of active dredging.
 - ii. Reverse purging of the intake line must be kept to an absolute minimum. Should purging be necessary, the intake line may be raised no more than 3 feet from the bottom.
 - iii. If water is pumped through the dragheads to flush out the hopper dredge bins, the heads must be kept at least twenty (20) feet below the water surface.
- b) Bucket dredge of any type:
- i. All digging passes of the bucket must be completed without any material, once in the bucket, being returned to the wetted area.
 - ii. No dumping of partial or full buckets of material back into the project area is allowed.
 - iii. The volume, speed, or both of digging passes must be controlled to minimize siltation to the maximum extent practicable.
- c) Dredging of holes or sumps below maximum depth and subsequent redistribution of sediment by dredging, dragging, or other means is prohibited.
- d) All anthropogenic debris must be removed from dredged sediments prior to flow lane disposal and transported to an appropriate upland disposal site.
- e) Redredging of disposed materials is prohibited, except at the Harrington Sump. Should mounding or other circumstances make it necessary to redredge materials from an approved in-water disposal site, the USACE must obtain a site-specific 401 WQC for each individual dredging activity.
- f) Dredging by Others: Other individuals may be allowed, under licenses issued at the

discretion of the USACE, to dredge commercial grade sediments from the navigation channel. In Oregon waters, all such work by others is subject to the conditions contained in this certification and also must comply with leasing and royalty requirements of the Oregon Department of State Lands (DSL).

- g) If the dredging operation causes a water quality problem that results in distressed or dying fish, the operator shall immediately: cease operations; take appropriate corrective measures to prevent further environmental damage; collect fish specimens and water samples; and notify DEQ, ODFW, and NMFS within 24 hours of the incident.

26) **In-Water Disposal:**

- a) Flowlane disposal must take place in areas in or adjacent to the federal navigation channel with depths between -35 to -65 feet, and waterward of the -20 foot contour Columbia River Datum (CRD). Flowlane disposal in areas with depths greater than -65 feet is prohibited until further studies on sturgeon are completed.
If such studies are determined by the multi-agency Adaptive Management Team (AMT) to demonstrate acceptable impacts, DEQ may allow flowlane disposal in areas with depths greater than -65 feet in Oregon waters at RM 29 to 40, RM 54 to 56.3, and RM 72.2 to 73.2. Flowlane disposal sites must be selected so that the material disposed:
 - i. Disperses into or immediately adjacent to the mainstream navigational channel;
 - ii. Is not likely to cause significantly increased shoaling in downstream side channels or to shoreline facilities such as docks, wharfs, vessel slips and marinas; and,
 - iii. Is not likely to cause significant adverse alteration of bottom habitats critical to the life history of white and green sturgeon.
- b) Flowlane disposal via pipeline must employ BMPs including fitting the pipeline end scow with a twenty (20) foot downspout so that discharge occurs at least twenty (20) feet below the surface of the water.
- c) In-water disposal of sediment in areas supporting populations of Dungeness crab is only allowed during times of least crab abundance. In addition to the minimal acceptable limitations specified in Condition 2 d, USACE must further limit disposal when crabs are observed in the immediate area by USACE, or as determined by communication with crab harvesters or fisheries agencies. USACE must coordinate disposal activities through the Adaptive Management Process as detailed below in Condition 8.
- d) In-water disposal may not occur within identified eulachon (smelt) spawning areas during the peak outmigration. If in-water disposal is essential during the period of peak outmigration, then USACE must further study the potential for Eulachon losses as a result of dredged material disposal impacts and report the results of such study to DEQ. DEQ may approved disposal on a case by case basis with appropriate mitigation measures developed based on the study outcomes. In addition to the minimum limitations on disposal locations and timing specified in Condition 2 e, USACE must coordinate through the Adaptive Management Process as detailed

below in Condition 8, to develop and propose to DEQ for approval additional limitations which may be warranted in light of visual observations, and communication with the fisheries agencies.

- d) Beach Placement – Material must be placed with consideration for existing hydraulic forces interfacing with beach areas. Goals should be to place material at locations where flows push material onto and along beach areas to encourage deposition and stability while minimizing turbidity during placement and due to from potential future erosion.

- 27) **Upland Disposal:** Upland disposal sites must be large enough to accommodate the quantity of material and water to be placed there in order to allow adequate settling. All reasonable Best Management Practices (BMPs) must be employed to encourage settling and reduce turbidity levels from the upland disposal locations to the maximum extent practicable. Required BMPs include, but are not limited to: discharge pipes at or below thirty (30) feet below the surface of the water; surface trenching; weir management; telescoping weirs; sand screws; scalping screens (for debris removal); grizzly or vibrating wet screens; hydrocyclones; recycling clarifier overflows; inclined wedge wire screens; centrifuges; filter presses; filter bags, sediment fences, silt curtains, leave strips or berms, or other measures sufficient to prevent movement of dredged material. Measures employed must be inspected and maintained daily to ensure their proper function.

If the applicant is not satisfied with the conditions contained in this certification, a contested case hearing may be requested in accordance with Oregon Administrative Rule 340-048-0045. Such requests must be made in writing to the DEQ Office of Compliance and Enforcement at 700 NE Multnomah St, Suite 600, Portland Oregon 97232 within 20 days of the mailing of this certification.

DEQ hereby certifies this project, with the above conditions, in accordance with the Clean Water Act and state rules. If you have any questions, please contact Blair Edwards at Edwards.Blair@DEQ.state.or.us, by phone at (503)229-5051, or at the address on this letterhead.

Sincerely,



Steve Mrazik
Water Quality Manager
Northwest Region

cc: Brad Johnson, USACE
Clara Taylor, DSL
Scott Hecht, NOAA Fisheries
Lynn Simpson, Consultant-Ecological Land Services

DEPARTMENT OF THE ARMY PERMIT

Permittee: City of Warrenton
PO Box 250
Warrenton, Oregon 97146

Permit No: NWP-1997-1562-6

Issuing Office: U.S. Army Corps of Engineers, Portland District

NOTE: The term "you" and its derivatives as used in this permit means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The project would dredge up to 72,450 cubic yards of accumulated sediment from 10.5 acres at the Hammond Marina in the Columbia River. The proposed dredging of the basin would be to a depth of -8 feet Mean Lower Low Water (MLLW), and a portion of the entrance channel to the depth of -10 feet MLLW. Dredging would be accomplished by a hydraulic dredge and pipeline. Dredged material would be disposed into a 7.28-acre disposal site within the Columbia River flow lane disposal location adjacent to the marina.

Purpose: To dredge Hammond Marina to provide boat access.

Project Location: The project site is located within the Columbia River at the Hammond Marina at 1099 Ireland Street in Hammond, Clatsop County, Oregon.

Drawings: Six (6) drawings/maps (Attachment 1)

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on _____. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition No. 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions (Attachment 2).
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

- a. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- b. Upon starting the activities authorized by this permit, Permittee shall notify the U.S. Army Corps of Engineers, Portland District, Regulatory Branch that the work has started. Notification shall be provided by e-mail to cenwp.notify@usace.army.mil and the email subject line shall include: NWP-1997-1562-6, Clatsop County.
- c. Permittee shall notify the U.S. Coast Guard District Thirteen of the project by email at D13-PF-LNM@uscg.mil at least 14 days prior to commencing dredging, so the project

information can be issued in the Local Notice to Mariners.

d. Permittee shall comply with the conditions specified in the Oregon Department of Land Conservation and Development coastal zone management consistency determination dated **SELECT DATE** (Attachment 3).

e. All in-water work shall be performed during the in-water work period of November 1 to December 31, to minimize impacts to aquatic species.

f. Permittee shall fully implement all applicable Proposed Design Criteria (PDC) of the SLOPES IV In-water Over-water Structures programmatic opinion. A detailed list of the PDC's are enclosed (Attachment 4). The PDC's included with the SLOPES notification for the project include numbers: 5, 7, 11, 15, 16, 17, 18, and 35.

g. Permittee shall fully implement all applicable Proposed Design Criteria (PDC) of the SLOPES Bull Trout programmatic. A detailed list of the PDC's are enclosed (Attachment 5).

h. Permittee shall submit all dredging/disposal-related notifications and reports to the U.S. Army Corps of Engineers (Corps), Portland District, Regulatory Branch by email to cenwp.notify@usace.army.mil and the email subject line shall include: NWP-1997-1562-6, Clatsop County, Dredging. If you are submitting file(s) larger than 10 MB, contact the county Project Manager for instructions.

i. Permittee shall conduct a post-dredge bathymetric survey of the dredged site. Plotted results of the post-dredge bathymetric survey, to include plan and section views, shall be submitted to the U.S. Army Corps of Engineers, Portland District, Regulatory Branch in PDF format within 60 days of the completion of dredging. Results must clearly display the post-dredge sediment surface in relation to the pre-dredge sediment surface and the permitted dredge boundary and depth, as well as the location of project features such as docks, wharfs and other landmarks. The vertical datum must be clearly indicated. Full bathymetric survey data must be submitted upon request.

j. Permittee shall conduct a post-disposal bathymetric survey of the disposal site. Plotted results of the post-disposal bathymetric survey, to include plan and section views, shall be submitted to the U.S. Army Corps of Engineers, Portland District, Regulatory Branch in PDF format within 60 days of the completion of dredging and disposal. Results must clearly display the pre-disposal sediment surface and the post-disposal sediment surface, as well as the disposal site boundaries and the site location in relation to other features or landmarks (e.g., navigation channel boundary). The vertical datum must be clearly indicated. Full bathymetric survey data must be submitted upon request.

k. Permittee shall record the date, time and the location of the vessel or barge/scow at the time of each disposal activity or for disposal while moving the position when disposal begins and the position when disposal ends. Permittee shall submit the disposal log to the U.S. Army Corps of Engineers, Portland District, Regulatory Branch within 60 days of

completion of dredging and disposal.

l. Permittee shall dispose of dredged material at the disposal site only during the ebb tide.

m. Any deviations from the authorized dredging area or depths, or deviations from the authorized dredged material disposal, shall be reported by email or phone to the Regulatory Branch Project Manager for Clatsop Co. within 24 hours of discovery. Current contact info. can be found here:

<https://www.nwp.usace.army.mil/Missions/Regulatory/Contact.aspx>

n. If dredging cannot be completed prior to January 2022, you shall coordinate with the Portland Sediment Evaluation Team (PSET) to obtain a determination regarding the need to re-characterize the dredged material. PSET can be contacted at: James Holm (James.A.Holm@usace.army.mil) or Dominic Yballe (Dominic.P.Yballe@usace.army.mil) Coordination with PSET shall be initiated at least 9 months prior to January 2022.

o. Permittee shall complete and sign the enclosed Compliance Certification (Attachment 6). Permittee shall submit the completed certification to the U.S. Army Corps of Engineers, Portland District, Regulatory Branch within 30 days of completion of the authorized activity.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this Authorization:

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time

limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE SIGNATURE)

(DATE)

(PRINTED NAME)

(TITLE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

**FOR THE COMMANDER, AARON L. DORF, COLONEL, CORPS OF ENGINEERS,
DISTRICT COMMANDER:**

(DISTRICT COMMANDER)

(DATE)

William D. Abadie
Chief, Regulatory Branch

When the structures or work authorized by this permit are still in existence at the time the property is transferred , the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign below.

PERMIT TRANSFEREE:

Transferee Signature

DATE

Name (Please print)

Address

City, State, and Zip Code