



City of Warrenton City Commission
Regular Meeting Agenda
Tuesday, July 28, 2026 – 6:00 PM
City Hall, 225 S. Main, Warrenton, OR 97146

The meeting will be broadcast via Zoom at the following link

<https://us02web.zoom.us/j/5332386326?pwd=VHNVVXU5blkxbDZ2YmxlSWpha0dhUT09#success>

Meeting ID: 533 238 6326 | Passcode: 12345 | Dial-in Number: 253-215-8782

Below are the methods to provide public comment and/or public testimony on a public hearing:

1. In-person: Complete a comment card and submit to the City Recorder prior to the start of the meeting.
2. Via Zoom: Register with the City Recorder, at cityrecorder@warrentonoregon.us no later than 3pm the day of the meeting. Please ensure that your zoom name matches the name registered to comment.
3. Written comments: Submit via e-mail to the City Recorder, at cityrecorder@warrentonoregon.us, no later than 3:00 p.m. the day of the meeting.

Public Comment: To provide public comment, participants should register prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter. Once your public comment is submitted it becomes part of permanent public record.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Consent Calendar**
 - A. City Commission Minutes 2026.06.23
 - B. City Commission Minutes 2026.07.14
 - C. June 2026 WPD Stats Report
- 4. Reports & Presentations**
- 5. Public Comment & Correspondence**
- 6. Public Hearings**
- 7. Business Items**
 - A. Request for amplified sound Chinook Indian Nation event
 - B. Consideration of Resolution No 2736 Authorizing a CWSRF Loan from Oregon DEQ
 - C. Consideration of Resolution No. 2738 Referring Ballot Measure to the November Election Relating to the Tax on the Sale of Marijuana
 - D. First Reading of Ordinance No. 1303; Amending Chapter 1.16 of the WMC
 - E. First Reading of Resolution No. 2723; A Resolution Establishing a Filing Fee for Declarations of Candidacy
 - F. Request to Award - Dolphin Avenue Overlay Project
 - G. Request to Bid and Award – 1st & Main Stormwater Infrastructure

- 8. Discussion Items**
- 9. Good of the Order**
- 10. Executive Session**
- 11. Adjournment**

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



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, June 23, 2026

1. City Commission meeting called to order at 6:00pm.
2. Pledge of Allegiance

Commission Members	Present	Excused
Gerald Poe	X	
Jessica Sollaccio	X	
Mike Moha	X	
Paul Mitchell	X	
Henry A. Balensifer III, Mayor	X	

Staff Members Present	
City Manager Esther Moberg	City Recorder Hanna Bentley
Police Chief Mathew Workman	Public Works Director Kevin Gorman
Fire Chief Brian Alsbury	

Mayor Balensifer requested unanimous consent to pull item 3A from the consent calendar and table it to the next meeting. There were no objections. Mayor Balensifer requested to add agenda item 3C March 19, 2026, Abstract of Votes. There were no objections. Mayor Balensifer requested to add item 5A written correspondence from Pastor Ed Forsythe. There were no objections.

3. Consent Calendar

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

A. ~~City Commission Minutes 2026.05.26~~ – removed

B. WPD May 2026 Statistics Report

C. March 19, 2026, Abstract of Votes

Motion:	Move to approve the consent calendar as amended.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

4. Reports & Presentations

Commissioner Sollaccio noted the Warrenton waterfront trail cleanup happening this weekend.

Mayor Balensifer noted that there will be an F15 flyover on the 4th of July.

5. Public Comment & Correspondence

Kathi Merrit provided comments thanking the commission for their time and thanking everyone for the new library.

A. Written correspondence from Pastor Ed Forsythe regarding fireworks stands.

Mayor Balensifer requested City Manager Esther Moberg provide comment on the received correspondence.

6. Public Hearing

7. Business Items

A. Parks Advisory Board Recommendation – Legacy Bricks

City Manager Esther Moberg reviewed the recommendation received from the Parks Advisory Board for legacy bricks behind Homeplate. Warrenton Kids Inc. Board Member Celeste Kenneally provided an overview of the proposed brick project.

Motion:	Move to approve the parks committee recommendation related to the brick campaign provided that the operational maintenance impacts are placed into writing record.				
Moved:	Moha				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

B. Authorization to Bid 2026 Pavement Management Project, SE Dolphin Avenue Overlay

Public Works Director Kevin Gorman reviewed his staff report.

Motion:	Move to authorize staff to advertise and solicit bids for the 2026 Pavement Management Project.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			

	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

C. Resolution No. 2723 - Water Rates Adjustment

Public Works Director Kevin Gorman reviewed his staff report noting that it is a 4% increase.

Motion:	Move to conduct the second reading, by title, of Resolution No. 2723.				
Moved:	Mitchell				
Seconded:	Moha	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the second reading by title only of Resolution No. 2723; Adopting Water Department Rates and Fees, Establishing July 1, 2026, as the Effective Date, and Repealing All Other Resolutions in Conflict.

Motion:	Move to adopt Resolution No. 2723.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

D. Resolution No. 2724 - Sewer Rate Adjustment

Public Works Director Kevin Gorman reviewed his staff report noting that it is a 8% increase.

Motion:	Move to conduct the second reading, by title only, of Resolution No. 2724.				
Moved:	Sollaccio				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			

	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the second reading by title only of Resolution No. 2724; Adopting Sewer Department Monthly Rates, Establishing July 1, 2026, as the Effective Date, and Repealing All Other Resolutions in Conflict.

Motion:	Move to adopt Resolution No. 2724.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

E. Resolution No. 2731 - Sanitation Rate Adjustment

Public Works Director Kevin Gorman reviewed his staff report noting that it is a 20.8% increase noting that a rate study was conducted last year.

Motion:	Move to conduct the second reading, by title only, of Resolution No. 2731.				
Moved:	Moha				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer		X		
Passed:	4/1				

Mayor Balensifer conducted the second reading by title only of Resolution No. 2731; Adopting Sanitation Department Monthly Rates, Establishing July 1, 2026, as the Effective Date, and Repealing All Other Resolutions in Conflict.

Motion:	Move to adopt Resolution No. 2731.				
Moved:	Sollaccio				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer		X		
Passed:	4/1				

F. Resolution No. 2732 - Recycling Rate Adjustment

Public Works Director Kevin Gorman reviewed his staff report he noted that it is a 2.1% increase and that this is a pass through from Recology.

Motion:	Move to conduct the second reading, by title, of Resolution No. 2732.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the second reading by title only of Resolution No. 2732; Adopting New Rates and for Residential Recycling Services, Establishing July 1, 2026, as the Effective Date, and Repealing All Other Resolutions in Conflict.

Motion:	Move to adopt Resolution No. 2732.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

G. Resolution No. 2735 - Authorization to Apply for Grant

Gorman reviewed his staff report noting that the grant is for the Quincy & Bessie Robinson Park Outdoor Fitness Improvement Project. There was brief discussion on the need for new bark chips at the park.

Motion:	I move to adopt Resolution No. 2735; A Resolution for authorization of the Quincy Robinson Park Grant.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

H. Resolution No. 2730 - Public Safety Fee

Fire Chief Brian Alsbury reviewed his staff report. He noted that the effective date has been amended to August 1st, 2026.

Motion:	Move to conduct the second reading by title only of Resolution 2730.				
Moved:	Mitchell				
Seconded:	Moha	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the second reading by title only of Resolution 2730, a resolution repealing resolution 2709 and establishing public safety fee rates.

Motion:	Move to adopt Resolution 2730.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

I. Resolution No. 2734 Authorizing Issuance and Sale of General Obligation Bonds.

City Manager Esther Moberg reviewed her staff report. There was brief discussion on the timing of the bond sale.

Motion:	Move to approve Resolution No. 2734.				
Moved:	Mitchell				
Seconded:	Moha	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

J. Consideration of New Urban Renewal Formation Services Contract with Tiberius

City Manager Esther Moberg reviewed her staff report.

Motion:	Move to approve the Tiberius contract, hiring professional services for the formation of a new Urban Renewal funding area in Hammond in the amount of \$57,620.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

8. Discussion Items

A. Deep Sea Fisherman's Property

City Manger Esther Moberg reviewed the staff report. She noted that the city was approached by the Deep Sea Fishermen's Benefit Fund regarding the donation of their facility to the city. There was consensus to start negotiations with the Deep Sea Fishermen's Benefit Fund for the property.

9. Good of the Order

Commissioner Moha noted that he is excited for the fourth of July, Commissioner Sollaccio and Commissioner Mitchell provided brief comments regarding the 4th of July parade.

Mayor Balensifer asked Public Works Director Gorman about the Alder Creek headwater project; Gorman responded.

Commission Mitchell asked City Manager Esther Moberg about the fireworks stand correspondence that was received; Moberg responded.

10. Executive Session

11. Adjournment

There being no further business, Mayor Balensifer adjourned the meeting at 6:48 pm.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Hanna Bentley, CMC, City Recorder



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, July 14, 2026

1. City Commission meeting called to order at 6:00pm.

2. Pledge of Allegiance

Commission Members	Present	Excused
Gerald Poe	X	
Jessica Sollaccio	X	
Mike Moha	X	
Paul Mitchell, Mayor Pro Tem	X	
Henry A. Balensifer III, Mayor (via Zoom)	X	

Staff Members Present	
City Manager Esther Moberg	City Recorder Hanna Bentley
Police Chief Mathew Workman	Acting Public Works Director Rock Haglund

3. Consent Calendar

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

- A. City Commission Minutes 2026.06.09
- B. City Commission Minutes 2026.05.26

Motion:	Move to approve the minutes for both meetings.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

4. Reports & Presentations

Commissioner Sollaccio noted the Clatsop Child Care Advisory meeting she attended and provided a summary of the meeting.

Mayor Pro Tem Mitchell noted that he attended the 116th Air Con decommissioned event at Camp Rilea and provided a summary of the event.

5. Public Comment & Correspondence

Tony Faletti provided comment regarding the new sports court at the park and the commissioners' involvement in the parade.

A. Written correspondence from Christopher Wieland regarding a formal complaint.

6. Public Hearing

7. Business Items

A. Requesting absence from August 25th City Commission Meeting

City Manager Esther Moberg reviewed her request to miss the August 25th city commission meeting, noting that she has requested some time off. It was noted that Police Chief Mathew Workman will be acting City Manager in her absence.

Motion:	So moved.				
Moved:	Moha				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

B. Award of Professional Services Contract - Alder Creek Drainage Assessment

Acting Public Works Director Rock Haglund reviewed his staff report. There was brief discussion on the scope of the project; Robert Besler with Lower Columbia Engineering provided clarification on the scope of the project.

Motion:	Move to award the Alder Creek Drainage Assessment professional services contract to Lower Columbia Engineering, LLC in an amount not to exceed \$75,000.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

C. 2026 Police Tahoe Purchase

Police Chief Mathew Workman reviewed his staff report. There was brief discussion on the cost of outfitting a police vehicle.

Motion:	Move to approve the Goods and Services contract between Dick Hannah Chevrolet and the City of Warrenton to purchase one 2026 Chevrolet Tahoe 4x4 patrol vehicle in the amount of \$58,101.18.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

8. Discussion Items

9. Good of the Order

Commissioner Sollaccio thanked Spruce Up Warrenton for the work they put into the 4th of July parade, Public Works for the pickleball court, and those involved in the new library building. She noted the upcoming community baby shower.

Mayor Balensifer echoed commissioner Sollaccio's comments regarding the parade, noted the passing of Martin Nygaard.

Commissioner Moha thanked Spruce Up Warrenton.

Mayor Pro Tem Mitchell echoed the mayor's comments on the passing of Martin Nygaard. He provided a summary of the Northwest Housing Task Force meeting he attended.

City Manager Esther Moberg noted the community grants subcommittee will be meeting the week of July 20th and that the library might be closed longer than anticipated.

10. Executive Session

11. Adjournment

There being no further business, Mayor Pro Tem Mitchell adjourned the meeting at 6:28 pm.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Hanna Bentley, CMC, City Recorder



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
FROM: Chief Mathew Workman
DATE: July 28, 2026
RE: June 2026 Stats Report

Upcoming Dates:

- 07/30 – Outdoor Movie at WGS
- 08/06 – WPD Training Day
- 08/06 – Warrenton Muni Court
- 08/19 – LEA Meeting
- 08/20 – Warrenton Muni Court
- 08/26 – 911 Subscriber Board
- 09/03 – Warrenton Muni Court

Highlights Since the Last Report:

- 06/24 – 911 Subscriber Board
- 06/26 – Clatsop DA's Office Annual Training
- 07/02 – Warrenton Muni Court
- 07/04 – July 4th Parade
- 07/08 – 911 Infrastructure Grant County Award Presentation
- 07/15 – LEA Meeting
- 07/16 – Warrenton Muni Court
- 07/22 – 911 Subscriber Board

Traffic Statistic Highlights:

- One (1) DUI Arrest - Alcohol
- Two (2) Hit and Run Citations
- Eleven (11) Driving While Suspended Citations/Arrests
- Two (2) Speeding Citations
- Two (2) Careless Driving Citations
- Three (3) Speeding Citations
- One (1) Failure to Yield Citation
- Fourteen (14) Insurance Citations
- Three (3) Failure to Install Interlock Device Citations
- Six (6) Driver's License Citations
- Two-Hundred Twelve (212) other Citations and Warnings
- Fourteen (14) Traffic Collision Investigations
- **Citation vs Warning: 245-Traffic Stops, 45-Citations, 200-Warnings; *Warning 82% of the time.***

Overall Statistics:

June Statistics (% changes are compared to 2026)

Category	2026	2025	%Chg	2024	%Chg	2023	%Chg
Calls for Service	704	719	-2%	801	-12%	787	-11%
Incident Reports	171	200	-15%	228	-25%	210	-19%
Arrests/Citations	80	119	-33%	110	-27%	87	-8%
Traffic Stops/Events	245	193	27%	239	3%	179	37%
DUI's	1	2	-50%	4	-75%	2	-50%
Traffic Collisions	14	16	-13%	15	-7%	10	40%
Property Calls	64	97	-34%	120	-47%	118	-46%
Person Calls	109	81	35%	153	-29%	111	-2%
Drug/Narcotics Calls	1	8	-88%	7	-86%	10	-90%
Animal Calls	22	21	5%	36	-39%	40	-45%
Officer O.T.	248.5	188.3	32%	181.3	37%	94	164%
Reserve Hours	0	0	0%	0	0%	0	0%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Calls for Service	795	672	723	700	756	704				
Incident Reports	189	170	200	162	195	171				
Arrests/Citations	113	104	70	73	77	80				
Traffic Stops/Events	345	364	230	263	274	245				
DUI's	3	1	2	0	1	1				
Traffic Collisions	13	11	12	13	14	14				
Property Calls	71	61	69	70	81	64				
Person Calls	110	112	112	103	132	109				
Drug/Narcotics Calls	0	1	0	1	6	1				
Animal Calls	20	21	21	10	22	22				
Officer O.T.	250.5	70.75	122.5	216	221	248.5				
Reserve Hours	0	0	0	0	0	0				

Category	Nov	Dec	2026 YTD	2026 Estimate	2025	2026 v 2025	2024	2026 v. 2024	2023	2026 v. 2023
Calls for Service			4350	8700	8615	1%	8458	3%	9084	-4%
Incident Reports			1087	2174	2524	-14%	2618	-17%	2529	-14%
Arrests/Citations			517	1034	1116	-7%	1317	-21%	1335	-23%
Traffic Stops/Events			1721	3442	2519	37%	2215	55%	2369	45%
DUI's			8	16	22	-27%	27	-41%	30	-47%
Traffic Collisions			77	154	233	-34%	209	-26%	217	-29%
Property Calls			416	832	1055	-21%	1190	-30%	1127	-26%
Person Calls			678	1356	1301	4%	1547	-12%	1413	-4%
Drug/Narcotics Calls			9	18	49	-63%	56	-68%	60	-70%
Animal Calls			116	232	291	-20%	307	-24%	335	-31%
Officer O.T.			1129.3	2258.5	1388.9	63%	1635.3	38%	1572	44%
Reserve Hours			0	0	0	0%	0	0%	0	0%

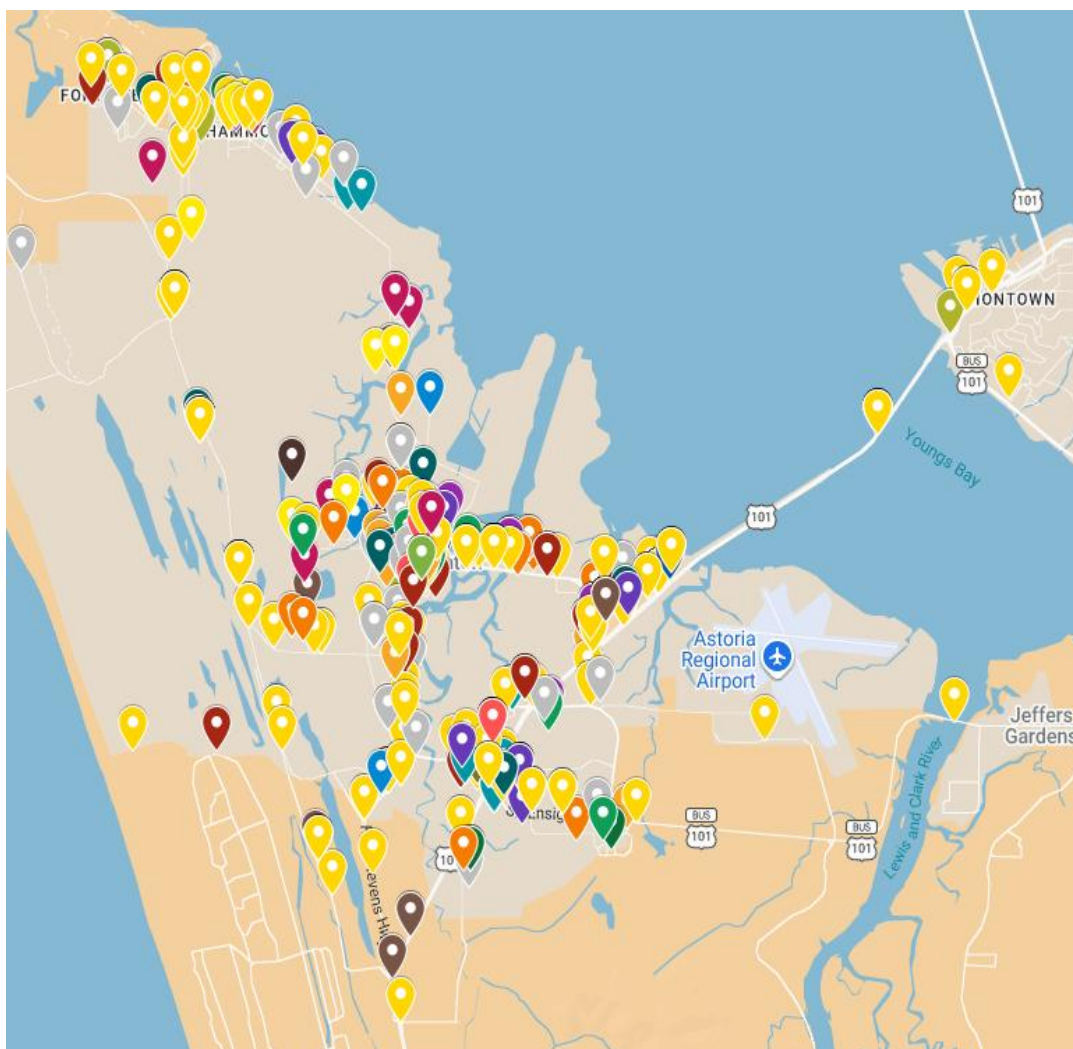
June Homeless Incidents		2026	2025	2024	2023
	Code 40 (Normal)	26	41	65	62
	Code 41 (Aggressive)	1	5	8	4
June Monthly Total:		27	46	73	66
YTD Total Homeless Incidents		198	200	261	203
June Elk Incidents		2026	2025	2024	2023
	Interaction:	1	1	0	1
	Traffic Collision:	0	0	0	0
	Traffic Complaints:	0	0	0	0
June Monthly Total:		1	1	0	1
YTD Total Elk Incidents		12	1	10	13

The CFS map will have a different colored “Pin” for different Incident Code Types. Here is a key for the Code Types:

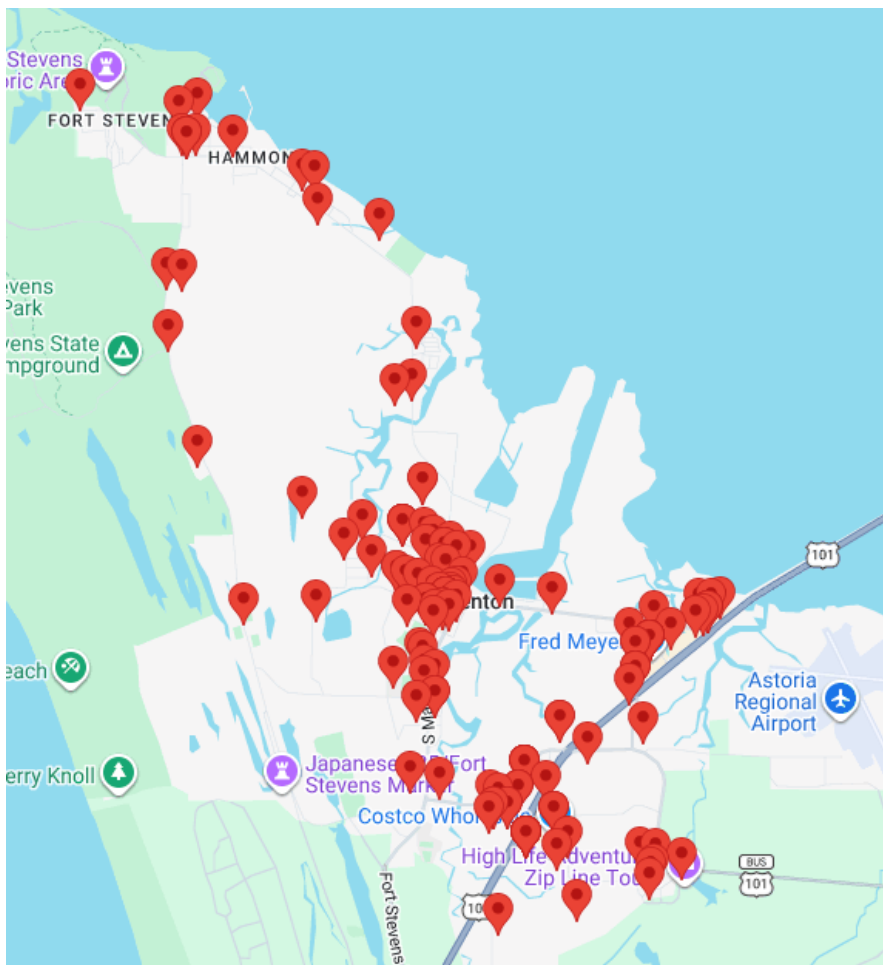
Code	Description	Code	Description	Code	Description
911H	911 HANG UP	PCIVIL	CIVIL	PRPL	LOST PROPERTY
ALMU	ALARM UNK	PCODE	CODE VIOLATIONS	PRUNAWAY	RUNAWAY
ASSIST	ASSIST TO OTHER AGENCY	PCONTACT	CONSENSUAL CONTACT	PSAR	SEARCH AND RESCUE
COVER1	POLICE CODE 1 RESPONSE	PCOURT	COURT ORDER SERVE	PSEX	SEX OFFENSE
COVER2	POLICE CODE 2 RESPONSE	PCRIME-OTH	CRIME-OTHER	PSHOOT	SHOOTING
COVER3	POLICE CODE 3 RESPONSE	PCURFEW	CURFEW VIOLATION	PSUB	SUBPOENA SERVICE
DEATH	OBLIVIOUS DEATH, FOUND BODY	PDEATHNTF	DEATH NOTIFICATION	PSUSC	SUSPICIOUS CIRCUMSTANCE
FI	FIELD INTERVIEW	PDHS	DHS REFERRAL	PSUSP	SUSPICIOUS PERSON
FIREWRKS	FIREWORKS	PDISORD	DISORDERLY	PSUSV	SUSPICIOUS VEHICLE
MVA	MOTOR VEHICLE ACCIDENT	PDIST	DISTURBANCE	PTHAZ	TRAFFIC HAZARD
MVAHR	HIT & RUN	PDRUGS	DRUGS	PTHEFT	LARCENY
MVAIJ	MOTOR VEHICLE ACCIDENT-INJURY	PDUI	DUII	PTOW	TOW INFO
MVAUNK	MVA UNK	PDUMP	PERSON DUMPING RUBBISH	PTRANSPORT	PRISONER TRANSPORT
OTH-ALL	OTHER-ALL	PFNDPER	FOUND PERSON	PTRES	TRESPASS
PABAN/JNK	ABANDON/JUNK	PFOLLOWUP	FOLLOW UP	PTRFC	TRAFFIC COMPLAINT
PABUSE	ABUSE	PFRAUD	FRAUD, FORGERY, ID THEFT	PTRSP NOTICE	TRESPASS NOTICE
PACTSHOOT	ACTIVE SHOOTER	PHARR	HARASSMENT	PTRUANT	TRUANT
PALMC	COMMERCIAL ALARM	PHOMICIDE	HOMICIDE	PUBASST	PUBLIC ASSISTANCE
PALMH	PANIC/DURESS/HOLD UPALARM	PHOSTAGE	HOSTAGE	PUBWKS	PUBLIC WORKS / UTILITIES
PALMP	PANIC ALARM AUDIBLE	PINDECENT	INDECENT	PUNWANT	UNWANTED PERSON
PALMR	RESIDENTIAL ALARM	PINFO	INFO	PURS	PURSUIT
PALMROB	ROBBERY ALARM	PKIDNAP	KIDNAPPING	PUUMV	STOLEN VEHICLE
PALMS	BURGLAR ALARM - SILENT	PLIQ	LIQUOR VIOLATION	PUUMVR	RECOVERED VEHICLE
PALMVEH	VEHICLE ALARM	PMESS	MESSAGE DELIVERY	PVANDAL	VANDALISM
PANIMAL	ANIMAL	PMISSP	MISSING PERSON	PVEHABND	ABANDONED VEH
PAREA	AREA CHECK	PNOISE	NOISE	PVESABN	ABANDONED VESSEL
PARK	PARKING	POPEN	UNSECURE-BLDG	PWDLIFE	WILDLIFE VIOLATIONS
PASS	ASSAULT	PPROP	PROPERTY CRIME	PWLFR	WELFARE CHECK
PASSW	ASSAULT WITH WEAPON	PRDSTRUCK	ROAD STRUCK ANIMAL	PWPN	WEAPON VIOLATION
PATL	ATTEMPT TO LOCATE	PREPO	REPO	PWRRNT	WARRANT
PBOMB	BOMB THREAT OR INVESTIGATION	PROBBERY	ROBBERY	STDBY	POLICE, FIRE OR EMS
PBURG	BURGLARY	PROV	ORDER VIOLATION	SUIC	SUICIDAL SUBJECT
PCAMP	PROHIBITED CAMPING	PRPF	FOUND PROPERTY	TSTOP	TRAFFIC STOP

Calls For Service:

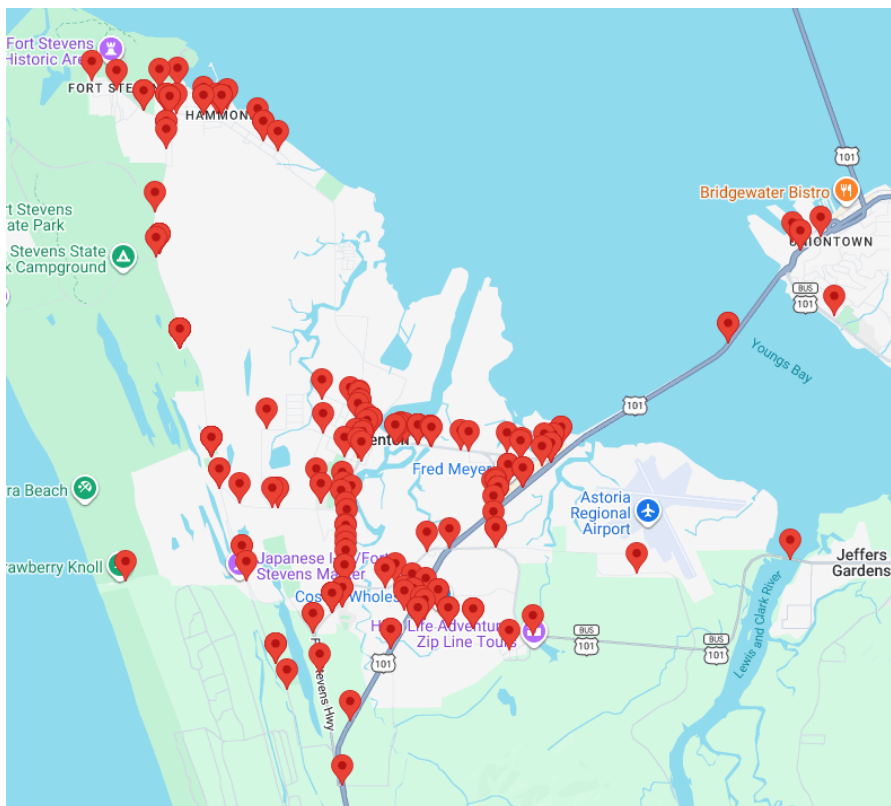
- TSTOP (244)
- PCONTACT (47)
- OTH-ALL (42)
- PFOLLOWUP (28)
- PDIST (22)
- PWLFR (20)
- PPROP (19)
- PANIMAL (18)
- PCAMP (18)
- PTRFC (15)
- PDHS (13)
- PSUSC (13)
- PARK (9)
- ASSIST (8)
- PSUSP (8)
- PCIVIL (7)
- PTRES (7)
- 911H (6)
- MVA (5)
- MVAHR (5)
- Other / No value (66)



Incident Reports:



Traffic Stops:





City Commission Agenda Memo

Meeting Date: July 28, 2026
From: Esther Moberg, City Manager
Item Name: Request for amplified sound Chinook Indian Nation event

Summary:

The Chinook Indian Nation will be holding an event at their property on Saturday, August 15th from 8am to 5pm. The event will be commemorating the 175th anniversary of the Tansy Point Treaty signing and it will be open to the public as well as the tribal members. They will be using one microphone attached to a speaker and are requesting approval of this amplified sound.

Recommendation/Suggested Motion:

I move to approve the amplified sound for the Chinook event on August 15th from 8am to 6pm.

Alternative:

Fiscal Impact:

Attachments:

None



City Commission Agenda Memo

Meeting Date: July 28, 2026
From: Esther Moberg, City Manager
Item Name: Consideration of Resolution No 2736 Authorizing a CWSRF Loan from Oregon DEQ

Summary:

The City applied for a loan through the Clean Water Revolving Fund Loan through Business Oregon. The loan term is 30 years with an interest rate of 1.92% to be used for design, in the amount of \$1,000,000. The State Revolving Fund will amend the loan, increasing the total to \$3.9 million to include construction once the City has completed all SRF construction related requirements. There is debt reduction/principal forgiveness in the amount of 50%, at this time the principal forgiveness is expected to be \$500,000.

Recommendation/Suggested Motion:

"I move to adopt Resolution 2736 a resolution to authorize a Clean Water State Revolving Fund (CWSRF) Loan from the Oregon Department of Environmental Quality to finance a portion of the costs of the Wastewater Treatment Plant Design Project."

Alternative:

None recommended

Fiscal Impact:

Provide revenue for the Wastewater Treatment Plant Facility Upgrade. Debt service will be repaid using sewer fund revenues.

Attachments:

1. Resolution No 2736 Authorize a CWSRF Loan from DEQ

Resolution 2736

A RESOLUTION TO AUTHORIZE A CLEAN WATER STATE REVOLVING FUND (CWSRF) LOAN FROM THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY TO FINANCE A PORTION OF THE COSTS OF THE WASTEWATER TREATMENT PLANT DESIGN PROJECT (NO. RC0057)

WHEREAS, the City of Warrenton's ("City") City Manager applied to the Oregon Department of Environmental Quality ("DEQ") for a Clean Water State Revolving Fund ("CWSRF") loan to provide funds for the Design of the Wastewater Treatment Plant Design project (the "Project"); and

WHEREAS , the City requests a loan (the "Loan" or "Loan Agreement ") in the principal amount not to exceed \$1,000,000 to finance a portion of the design costs of the Project; and

WHEREAS , DEQ is prepared to offer the Loan with an interest rate of 1.92% per year plus an annual fee of 0.5% for the repayment period of 30 years;

WHEREAS, the City intends to dedicate revenue from the operating fund or other reasonably appropriate revenue sources to cover the Debt Service and to establish any loan reserve requirement for the Loan Agreement; and

WHEREAS, to proceed with the Loan, City Commission must authorize the execution and delivery of the Loan Agreement, along with all other documents and instruments necessary to obtain the Loan, and further authorize any additional actions required to complete the transaction.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Warrenton as follows:

Section 1. The City of Warrenton is hereby authorized to undertake the Loan. The City Manager or Mayor is hereby authorized, empowered, and directed, for and on behalf of the City, to negotiate the final terms and conditions of the Loan Agreement, to execute and deliver the terms and conditions of the Loan Agreement.

Section 2. The City's officers and employees, acting pursuant to the instruction of the City Manager, are hereby directed to do any and all things necessary or appropriate for the City to obtain the Loan and to otherwise effectuate the purposes of this Resolution. Any and all such actions previously taken by such officers or managers are hereby ratified and confirmed.

Section 3. This Resolution shall be effective upon adoption.

ADOPTED by the Commission of the City of Warrenton on this ____ day of _____, 2026.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Hanna Bentley, CMC, City Recorder



City Commission Agenda Memo

Meeting Date: July 28, 2026
From: Esther Moberg, City Manager
Item Name: Consideration of Resolution No. 2738 Referring Ballot Measure to the November Election Relating to the Tax on the Sale of Marijuana

Summary:

The proposed resolution refers a measure to the November 3, 2026, election, to allow Warrenton voters to consider amending Chapter 3.10 of the Warrenton Municipal Code (WMC). The amendment would reduce the City's local marijuana sales tax from 10% to 3% to comply with state law (ORS 475C.453).

Recommendation/Suggested Motion:

"I move to adopt Resolution No. 2738; A resolution referring a measure amending chapter 3.10 of the Warrenton municipal code to impose a 3% tax on the sale of marijuana items to the voters for the November 3, 2026, election."

Alternative:

Fiscal Impact:

Attachments:

1. Resolution No. 2738 Referring Marijuana Ballot Measure to the November Election
2. Resolution No. 2738 Exhibit A

RESOLUTION NO. 2738

Introduced by All Commissioners

A RESOLUTION REFERRING A MEASURE AMENDING CHAPTER 3.10 OF THE WARRENTON MUNICIPAL CODE TO IMPOSE A 3% TAX ON THE SALE OF MARIJUANA ITEMS TO THE VOTERS FOR THE NOVEMBER 3, 2026, ELECTION.

WHEREAS, ORS 475C.453 permits a city to impose a local tax on the sale of marijuana items, except for marijuana items purchased by a registry identification cardholder or purchased by the designated primary caregiver who is purchasing a marijuana item for a registry identification cardholder, in an amount not to exceed three percent, upon approval of the electors of the city; and

WHEREAS, Warrenton Municipal Code Chapter 3.10 regulates the sale of marijuana items within the City and includes a ten percent local tax on the sale of marijuana items within the City; and

WHEREAS, while the ten percent local tax on the sale of marijuana items within the City was lawful when adopted, the City of Warrenton now wishes to amend Warrenton Municipal Code Chapter 3.10 to impose a local sales tax of three percent on the sale of marijuana items within the City of Warrenton except for marijuana items purchased by a registry identification cardholder or purchased by the designated primary caregiver who is purchasing a marijuana item for a registry identification cardholder, in compliance with ORS 475C.453.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Warrenton that:

A measure election is hereby called on November 3, 2026, for the purpose of submitting to the electors of the City of Warrenton a measure amending Chapter 3.10 of the Warrenton Municipal Code, for which the text amendments, ballot title, and explanatory statement certified and filed by the City Commission shall be as set forth in Exhibit A and incorporated by reference herein; and

The Clatsop County Elections Office will conduct the election, and the precincts for said election shall be and constitute all of the territory included within the corporate limits of the City of Warrenton; and

The City Manager, City Recorder, and City Attorney are hereby authorized, empowered, and directed for and on behalf of the City, to do and perform all acts and things necessary or appropriate to cause the ballot measures to appear on the ballot for the November 3, 2026, election and to otherwise carry out the purposes and intent of this resolution.

Adopted by the City Commission of the City of Warrenton this _____ day of July, 2026.

This Resolution shall take effect immediately upon its passage.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Hanna Bentley, CMC, City Recorder

Ballot Title

Caption:

Amend City Code Chapter 3.10.030(C) to Impose 3% Marijuana Tax

Question:

Shall WMC Chapter 3.10.030(C) be amended to impose a 3% tax on the sale of marijuana items within the City?

Summary:

State law (ORS 475C.453) permits cities to impose a local tax on the sale of marijuana items within their jurisdiction. These taxes must not exceed 3% and must not be imposed on the sale of marijuana items purchased by a medical marijuana registry identification cardholder or by the designated primary caregiver who is purchasing a marijuana item for a medical marijuana registry identification cardholder. ORS 475C.453 requires that the City's voters approve a local tax on the sale of marijuana items.

Chapter 3.10.030(C) of the Warrenton Municipal Code currently establishes a 10% tax on the sale of marijuana items. While this 10% tax was lawful when it was adopted in 2014, ORS 475C.453 no longer allows the City to impose a 10% tax. If approved, this measure would amend Chapter 3.10.030(C) of the Warrenton Municipal Code to impose a 3% tax on the sale of marijuana items within the City of Warrenton, in compliance with state law.

This measure was referred to the voters by the City Commission.

Explanatory Statement

State law (ORS 475C.453) permits cities to impose a local tax on the sale of marijuana items within their jurisdiction. These taxes must not exceed 3% of the sale and must not be imposed on the sale of marijuana items purchased by a medical marijuana registry identification cardholder or by the designated primary caregiver who is purchasing a marijuana item for a medical marijuana registry identification cardholder. ORS 475C.453 requires that the City's voters approve a local tax on the sale of marijuana items.

Currently, Chapter 3.10.030(C) of the Warrenton Municipal Code establishes a local tax of 10% on the sale of marijuana items in the City. While this 10% tax on the sale of marijuana items was lawful when Chapter 3.10.030(C) was adopted, state law no longer allows the City to impose this 10% tax. If approved, this measure would bring the City's existing Chapter 3.10 into compliance with state law by amending Chapter 3.10.030(C) of the Warrenton Municipal Code to impose a local tax of 3% on the sale of marijuana items within the City, except for the sale of marijuana items purchased by a medical marijuana registry identification cardholder or by the designated primary caregiver who is purchasing a marijuana item for a medical marijuana registry identification cardholder.

No other provisions of the Warrenton Municipal Code would be changed by this measure.

The full text of the proposed amendment is as follows:

§ 3.10.030(C) Pursuant to Section 3.10.020 of the Warrenton Municipal Code, the City Commission of the City of Warrenton establishes a tax rate of ~~10%~~ three percent (3%) of the gross sale amount paid to the seller of marijuana and marijuana-infused products by individuals who are not purchasing marijuana under the Oregon medical marijuana program.

The City Commission approved submitting this measure to the voters.



City Commission Agenda Memo

Meeting Date: July 28, 2026
From: Hanna Bentley, City Recorder
Item Name: First Reading of Ordinance No. 1303; Amending Chapter 1.16 of the WMC

Summary:

In May 2026, Warrenton voters approved updates to the City Charter to align with the League of Oregon Cities Model Charter. As a result, the Charter now requires the City Commission to establish, by ordinance, the process for nominating candidates for mayor and city commission.

This ordinance updates the City Code by setting the petition signature requirement and nomination process. It also removes the specific filing fee for nomination by declaration from the City Code, allowing the fee to be set by resolution instead.

Recommendation/Suggested Motion:

"I move to conduct the first reading by title only of Ordinance No. 1303; An Ordinance of the City Commission of the City of Warrenton, Oregon, Amending Chapter 1.16 of the Warrenton Municipal Code"

Alternative:

Other action as deemed appropriate by the Commission.

Fiscal Impact:

NA

Attachments:

1. Ordinance No. 1303 An Ordinance of the City Commission of the City of Warrenton, Oregon, Amending Chapter 1.16 of the Warrenton Municipal Code

Ordinance No. 1303
Introduced by All Commissioners

**An Ordinance of the City Commission of the City of Warrenton, Oregon,
Amending Chapter 1.16 of the Warrenton Municipal Code**

WHEREAS, in May 2026, Warrenton voters approved certain amendments to the City Charter, which included aligning the provisions of the City Charter relating to elections with the language in the League of Oregon Cities Model Charter; and

WHEREAS, as a result, Section 30 of the City Charter now provides that the “commission must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a city commission position,” and no longer specifies the number of signatures required on a nomination by petition; and

WHEREAS, the City Commission therefore finds it necessary and appropriate to amend Chapter 1.16 of the City Code to prescribe the manner for a person to be nominated to run for mayor or a city commission position, and to specify the number of signatures to be required on a nomination by petition; and

WHEREAS, the City Commission further desires to remove the specific fee amount for nomination by declaration from the City Code and instead provide that it will be established by resolution.

THE CITY OF WARRENTON ORDAINS AS FOLLOWS:

- Section 1. The Warrenton Municipal Code Chapter 1.16 is amended as shown by Exhibit A to this Ordinance.
- Section 2. The City Manager or designee is authorized to take all administrative actions to correct any typographical errors, scrivener’s errors, formatting errors, and similar errors to Exhibit A, if any.
- Section 3. This Ordinance shall become effective thirty (30) days after final passage and signature by the Mayor.

First Reading: July 28, 2026

Second Reading: August 11, 2026

ADOPTED by the City Commission of the City of Warrenton, Oregon this day of 2026.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Hanna Bentley, CMC, City Recorder

Exhibit A

Key: ~~new-deleted~~

Chapter 1.16 **NOMINATION OR DECLARATION OF CANDIDACY**

§ 1.16.010 **Nomination or Declaration.** ~~Filing fee.~~

An elector may become a candidate for an elective City position by filing a nomination petition or a declaration of candidacy in a form prescribed by the Secretary of State. ~~The filing fee for declaration of candidacy as prescribed and authorized by the Warrenton City Charter, is hereby fixed at the sum of \$25.00.~~

§ 1.16.020 Declaration of candidacy.

A declaration of candidacy must be accompanied by a filing fee in an amount established by the City Commission by resolution. ~~The form for the declaration of candidacy will be Candidate Filing form SEL 101, as prescribed by the State (ORS 249.031), indicating whether the candidate is filing by fee or by petition.~~

§ 1.16.030 **Nomination petition.**

A nomination petition must contain signatures of at least 50 electors.



City Commission Agenda Memo

Meeting Date: July 28, 2026
From: Hanna Bentley, City Recorder
Item Name: First Reading of Resolution No. 2723; A Resolution Establishing a Filing Fee for Declarations of Candidacy

Summary:

Ordinance No. 1303 amends Chapter 1.16 of the Warrenton Municipal Code (WMC) by removing the specific candidate filing fee amount from the code. Instead, the ordinance provides that the filing fee will be established by resolution, allowing the City Commission to adjust the fee in the future without requiring another code amendment.

The current filing fee is \$25, which was established in 2022. Prior to that, the fee had remained at \$10 since 1972.

Candidates may qualify for the ballot by either paying the filing fee or submitting signatures. Processing a filing by fee requires approximately one hour of staff time, while processing a filing by signatures typically requires two to four hours due to the additional verification required.

Warrenton is currently the only city in Clatsop County that allows candidates to file by paying a fee. Oregon cities that allow filling by fee charge anywhere from \$5 to \$50. Staff are recommend a filling fee of \$25.

The attached resolution has been prepared without a specified filing fee to provide the City Commission with the opportunity to discuss and determine the fee amount.

Recommendation/Suggested Motion:

"I move to amend Resolution No. 2723 by inserting a candidate filing fee of \$____."

"I move to conduct the first reading by title only of Resolution No. 2723; A Resolution Establishing a Filing Fee for Declarations of Candidacy."

Alternative:

Other action as deemed appropriate by Commission

Fiscal Impact:

Attachments:

1. Resolution No. 2737 Declaration of Candidacy Fee

Resolution No. 2737

A Resolution Establishing a Filing Fee for Declarations of Candidacy

WHEREAS, by Ordinance No. 1303, the City Commission amended Chapter 1.16 of the City Code to, among other changes, remove the specific filing fee amount for a declaration of candidacy from the City Code and instead provide that it will be established by resolution; and

WHEREAS, as a result, it is now necessary for the City Commission to establish the amount of said fee by resolution.

NOW, THEREFORE, the City of Warrenton City Commission resolves as follows:

SECTION 1. The City Commission of the City of Warrenton hereby establishes the filing fee for a declaration of candidacy, as described in Warrenton Municipal Code Section 1.16.020, in the amount of \$____.

SECTION 2. This Resolution shall become effective on the date that Ordinance No. 1303 becomes effective.

First Reading: July 28, 2026

Second Reading:

ADOPTED by the City Commission of the City of Warrenton this ____ day of _____, 2026.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Hanna Bentley, CMC, City Recorder



City Commission Agenda Memo

Meeting Date: July 28, 2026
From: Kevin Gorman, Public Works Director
Item Name: Request to Award - Dolphin Avenue Overlay Project

Summary:

The City solicited bids for the Dolphin Avenue Overlay Project, with bids opened on July 16, 2026. Two bids were received. KNL Industries, Inc. submitted the lowest bid in the amount of \$335,345, and Big River Construction, Inc. submitted a bid in the amount of \$397,461. Both bids were below the Engineer's Opinion of Probable Construction Cost of \$457,370.

North Coast Civil Design reviewed the submitted bid documents and recommends awarding the project to KNL Industries, Inc. as the lowest responsive bidder. City staff has also reviewed the engineer's recommendation, concurs with the findings, and requests that the City Commission award the contract to KNL Industries, Inc.

The Notice of Intent to Award was issued on July 20, 2026, beginning the required seven-day protest period. If a timely protest is received, the City will not execute the contract until the protest has been reviewed and resolved.

Following award and execution of the contract documents, the contractor will submit the required traffic control plan for review. Traffic control, access, and notification of affected businesses and properties will be completed in accordance with the contract requirements.

Recommendation/Suggested Motion:

"I move to award the Dolphin Avenue Overlay Project contract to KNL Industries, Inc. in the amount of \$335,345."

Alternative:

None recommended.

Fiscal Impact:

This project is included in the adopted Fiscal Year 2026–2027 budget under the City's Overlay budget, account 040-431-371055. Sufficient funding is available to complete the project.

Attachments:

1. Engineer's recommendation for Bid Award with Bid Tabulation
2. Contract Documents and Specifications



July 20, 2026

City of Warrenton

Attn: Kevin Gorman, Public Works Director

45 SW 2nd Street/PO Box 250

Warrenton, OR 97146

**Re: Recommendation for Bid Award for Warrenton Pavement Management Project – 2026
NCCivil Project No. 25009War**

Dear Kevin:

There were 2 prime plan holders for the above referenced public works project. The public bid opening was held on Thursday, July 16, 2026 at 2:00 PM, at which time there were 2 bids submitted.

Upon review of the bid package submitted, we recommend that the project be awarded to KNL Industries, Inc., for the calculated amount of \$335,345.00. The Engineer's Opinion of Probable Construction Cost for this project is approximately \$457,370. Upon your authorization, we will issue the required Notice of Intent to Award the contract to the lowest responsive bidder identified above. Notwithstanding any bid protests that might be submitted within seven days after the date of the Notice of Intent to Award the contract, we will then award the contract to the lowest responsive bidder identified above.

Upon your approval, we will send out the notification to the other contractor, Big River, who submitted a bid.

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

Sincerely,
North Coast Civil Design, LLC

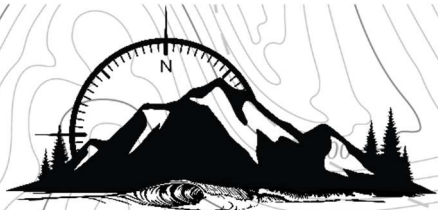
Kyle Ayers, PE
Project Manager

encls: Bid Tab from QuestCDN

cc: NCCivil Project File

Warrenton Pavement Management 2025 - 2026 (#9734027)
 Owner: City of Warrenton, Oregon
 Solicitor: North Coast Civil Design
 07/16/2026 02:00 PM PDT

Section Title	Line Item	Item Description	UofM	Quantity	KNL Industries, INC		Big River Construction Inc.	
					Unit Price	Extension	Unit Price	Extension
DOLPHIN AVE Base bid						\$335,345.00		\$397,461.00
	1	MOBILIZATION, BOND, TRAFFIC CONTROL (5% MAX)	LS	1	\$13,000.00	\$13,000.00	\$19,800.00	\$19,800.00
	2	AC SAWCUT	LF	850	\$5.00	\$4,250.00	\$2.12	\$1,802.00
	3	GRINDOUTS FOR CURBED AC - WASTEHAUL/SHIFT/MOB (826' X 12.25'-MAINTAIN ROAD PROFILE)	LS	1	\$20,000.00	\$20,000.00	\$38,600.00	\$38,600.00
	4	DRIVEWAY BUTT GRINDS	EA	4	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00
	5	FURNISH & INSTALL AC OVERLAY, COMPACTED - 4"; 2-2" LIFTS, FIELD MARKED- DOLPHIN AVE SE	TONS	1580	\$165.00	\$260,700.00	\$172.50	\$272,550.00
	6	FURNISH & INSTALL AC OVERLAY, COMPACTED - 2" LIFT, FIELD MARKED- DRIVEWAY APRONS (4)	TONS	12	\$220.00	\$2,640.00	\$448.50	\$5,382.00
	7	FURNISH & INSTALL WATER BARS AS DIRECTED BY ENG.	LF	34	\$20.00	\$680.00	\$143.00	\$4,862.00
	8	ADJUST VALVE CANS, GAS AND WATER TO NEW AC ELEVATION	EA	4	\$500.00	\$2,000.00	\$750.00	\$3,000.00
	9	FURNISH & INSTALL MANHOLE UTILITY ADJUSTMENT RINGS - APPROX. 27" DIA.	EA	9	\$225.00	\$2,025.00	\$475.00	\$4,275.00
	10	FURNISH & INSTALL FRANCHISE UTILITY ADJUSTMENTS - APROX. 33.5" DIA.	EA	3	\$900.00	\$2,700.00	\$500.00	\$1,500.00
	11	FURNISH & INSTALL ELEVATION ADJUSTMENT OF CATCH BASINS, (GRADE RINGS OR NEW TOPS/GRATES)	LS	1	\$750.00	\$750.00	\$21,900.00	\$21,900.00
	12	FURNISH & INSTALL 12" WHITE, THERMOPLASTIC STOP BARS	LF	112	\$50.00	\$5,600.00	\$45.00	\$5,040.00
	13	FURNISH & INSTALL SHOULDER ROCK - COMPACTED 3/4"-0" (TRUCK COUNT, AS DIRECTED BY ENG.)	TONS	150	\$100.00	\$15,000.00	\$85.00	\$12,750.00
Base Bid Total:						\$335,345.00		\$397,461.00



NORTH COAST
CIVIL DESIGN

CITY OF WARRENTON, OREGON PAVING and MAINTENANCE PROGRAM

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

for:

PAVEMENT MANAGEMENT PROJECT: 2026

Submitted to:

City of Warrenton
Attention: Kevin Gorman
Public Works Director
45 SW 2nd Street/P.O. Box 250
Warrenton, OR 97146
Phone: 503.861.0917

Prepared By:

North Coast Civil Design, LLC
Attention: Kyle Ayers, PE
Project Manager
35240 Tohl Ave
Nehalem, OR 97131
Phone: 503.368.3732

June 2026

NC Civil Project No. 25009War

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ATTACHMENTS:

City of Warrenton – Maps: “Pavement Management Project: 2026” for Warrenton

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CONTRACT DOCUMENTS

INVITATION TO BID

Sealed bids for the **Pavement Management Project: 2026** will be received and accepted via the online electronic bid services through QuestCDN vBid (www.questcdn.com) until 2:00 P.M., Pacific Standard Time, on **Thursday, July 16th, 2026** for the Owner, City of Warrenton, 45 SW 2nd Street, Warrenton, Oregon 97146, at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time. All bidders shall submit, electronically, separately, within two working hours of the bid opening time, on the bid date, a completed First-Tier Subcontractor Disclosure Form in compliance with ORS 279C.370.

The work of this project will take place in Warrenton, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Overlay the listed street(s) as per plan with a **4"** Asphalt overlay. The work will be accomplished in the Summer of 2026.

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

1. Clean street to be overlaid of loose rock, organics, dirt, dust.
2. Grind out per Engineer's Direction.
3. Add tack coat to clean dry street per specifications.
4. Adjust surface utilities to new elevation of AC.
5. Overlay streets with asphalt concrete as specified.
6. Add pavement striping as required.

Complete digital project bidding documents are available at <http://www.questcdn.com>. You may download the digital plan documents for \$30 by inputting Quest project **#9734027** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Please contact Kyle Ayers, PE, at (503) 440-1088 if you have any questions. No paper documents will be accepted.

All bidders shall comply with the provisions of ORS 279C.800-870 [workers on public works to be paid not less than prevailing rate of wage for projects over \$50,000]. Contractors submitting bids are required to be registered with the Construction Contractor's Board.

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

Bid security in the amount of not less than 10% of the bid must accompany each bid in accordance with the Instructions to Bidders. The online bid must be completed and submitted, all addenda acknowledged, and acknowledgement uploaded to the site, and a copy of the bid bond uploaded to the site. If a copy of the bid bond is uploaded, the original must be provided to the City after the bid opening as specified in the bidding documents. The Owner reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject, for good cause, any or all bids upon a finding of the Owner that is in the public interest to do so in accordance with ORS 279C.395. The Owner reserves the right to waive any bid irregularities or informalities.

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

By Order of the

City of Warrenton

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INSTRUCTIONS TO BIDDERS

1. THE PROJECT:

The work of this project will take place in Warrenton, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Overlay the listed street(s) as per plan with a 4" Asphalt overlay. The work will be accomplished in the Summer of 2026.

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

1. Clean street to be overlaid of loose rock, organics, dirt, dust.
2. Grind out per Engineer's Direction.
3. Add tack coat to clean dry street per specifications.
4. Adjust surface utilities to new elevation of AC.
5. Overlay streets with asphalt concrete as specified.
6. Add pavement striping as required.

2. CONTRACT DOCUMENTS:

Contract Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, First-Tier Subcontractor Disclosure Form, Agreement, General Conditions to the Agreement, Supplemental General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, the Drawings and Technical Specifications prepared or issued by North Coast Civil Design, LLC, and all Addenda issued prior to and all Change Orders issued after execution of this Agreement.

3. ADDENDA AND INTERPRETATIONS:

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

Every request for such interpretation should be emailed to Kyle Ayers, PE, the Engineer for North Coast Civil Design, LLC, email: kyle@nccivil.com and to be given consideration must be received at least four days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered via messenger or facsimile transmission to all prospective bidders not later than 72 hours prior to the bid opening, at the respective addresses furnished for such purposes.

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

4. TIME OF COMPLETION:

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

5. QUALIFICATIONS OF BIDDER AND SUBCONTRACTOR:

The City, at its sole discretion, shall have the right to reject any bid if it determines that the bidder is not responsible under ORS 279C.375(3)(b). In making that determination, the City may rely on the bidder's past performance to determine whether the bidder has demonstrated a satisfactory record of performance and otherwise satisfies all of the criteria set forth ORS 279C.375(3)(b). The City may reject any bid not in compliance with all prescribed public bid procedures and requirements and may reject for good cause any or all bids in accordance with ORS 279C.375.

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 as required by ORS 279C.375. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. Contractors submitting bids are required to be registered with the Construction Contractor's Board. All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) are required to be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.035 before the Subcontractors commence work under the contract. Contractors or Subcontractors need not be licensed under ORS 468A.720 [asbestos abatement].

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

6. CONDITIONS OF WORK:

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

7. BIDDER'S REPRESENTATION:

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

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

8. PREBID MEETING:

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

9. DISCLOSURE OF FIRST-TIER SUBCONTRACTORS:

In accordance with ORS 279C.370, each bidder must submit a completed First-Tier Subcontractor Disclosure Form within two working hours after the date and time of the bid opening through www.QuestCDN.com. The list shall identify any first-tier subcontractors that will be furnishing labor or furnishing labor and materials meeting the minimum amount specified in ORS 279C.370. A bidder shall submit the required disclosure form either with its bid submission or electronically within two working hours after the date and time of the bid closing deadline.

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

The bidder is specifically advised that any person, firm or party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. The Contractor shall notify the Owner in writing of all proposed changes in subcontractors prior to making any changes in subcontractors. No subcontractor doing work in excess of

5% of the total amount of the bid, but at least \$15,000, and who is not listed on the disclosure form shall be used without the written approval of the Owner.

Instructions for First-Tier Subcontractor Disclosure Form:

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

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

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

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

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

10. PREPARATION OF BIDS:

Bids shall be submitted on the online Bid Form. All blanks must be appropriately filled in. Bidders shall make no additional stipulations on the Bid Form nor qualify any bid in any manner.

11. BID SECURITY:

Each bid must be accompanied by cash, a cashier's check, a certified check of the bidder, an irrevocable letter of credit issued by an institution as defined in ORS 279C.380, or a bid bond prepared on the form of the bid bond included, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% of the bid. A copy of the original bid bond shall be uploaded electronically with the bid package. The original bid bond shall be delivered to the City within 24 hrs of the bid closing.

Such bid security will be returned to all except the three lowest bidders within seven days after the opening of bids. The remaining bid security will be returned promptly after the Owner and the accepted bidder has executed the contract. If no award has been made within **30** days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as the bidder has not been notified of the acceptance of the bidder's bid, the bid shall be returned. The bid security of the successful bidder will be retained until the Performance Bond and Payment Bond have been executed and approved, after which it will be returned.

12. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

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

13. SUBMISSION OF BIDS:

Bids shall be submitted as specified prior to the time and date for receipt of bids indicated in the Advertisement for Bids or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids (the bid closing deadline) will be returned unopened. Oral, telephonic, faxed, or telegraphic submissions of bids are invalid and will not receive consideration.

14. MODIFICATION OR WITHDRAWAL OF BID:

The Contractor may withdraw the Contractor's bid by submitting a written request to withdraw the bid prior to the time of the bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids

provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in an amount sufficient for the bid as modified or resubmitted. A bid may not be withdrawn, modified or canceled by the bidder for 30 days following the time and date designated for the receipt of bids. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. Per OAR-137-047-0440

15. UNBALANCED BIDS:

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

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

16. CONSIDERATION OF BIDS:

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

17. SECURITY FOR FAITHFUL PERFORMANCE:

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

18. POWER OF ATTORNEY:

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

19. LAWS AND REGULATIONS:

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

On federally funded projects, all bidders shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a). No bid will be considered by the Owner unless the bid contains a statement by the bidder that the provisions of ORS 279C.840 or 40 U.S.C. 276a are to be complied with. The public agency shall pay a fee to the Oregon Bureau of Labor and Industries (BOLI) in the amount of one-tenth of 1% of the contract price; however, there is a minimum fee of \$250 and a maximum fee of \$7,500.

20. EXECUTION OF CONTRACT:

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond, payment bond and required insurance within **10** calendar days from the date when Notice of Award is

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

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

BID FORM

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

To City of Warrenton
[hereinafter called "Owner"]:

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

PAVEMENT MANAGEMENT PROJECT: 2026

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

2. The Bidder submits the unit prices set forth herein as those at which the Bidder will perform the work involved. The extensions in the column headed "Total" are made for the sole purpose of facilitating comparison of bids and if there are any discrepancies between the unit prices and the total amounts shown, the unit prices shall govern.
3. The Bidder certifies, under penalty of perjury, by the submission of this bid, that all requirements of ORS 279C.838-840 (Prevailing Wage Rate Laws) will be complied with throughout the course of this contract. The Bidder further certifies, under penalty of perjury, that the Bidder is a resident bidder, as defined by ORS 279A.120 (1)(b), of the State of Oregon. The Bidder further certifies, under penalty of perjury, that the Bidder is, to the best of the Bidder's knowledge, not in violation of any tax laws described in ORS 305.380 (4).
4. The Bidder acknowledges receipt of the following Addenda numbered _____ through _____. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing date for receiving bids.
5. The Bidder agrees to comply with all the Federal, State and Local laws, ordinances, rules and regulations that are pertinent to construction contracts of this character even though such laws may not have been quoted or referred to in the contract documents.
6. Upon receipt of written Notice of Award, Bidder will execute the Agreement attached within 10 calendar days and deliver a Surety Bond or Bonds as required by the contract documents. The Bid Security accompanying this bid is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
7. The Bidder agrees to commence work under this contract within 10 calendar days after issuance to the Bidder of written Notice to Proceed by the Engineer. The Bidder agrees to substantially complete the project on or before the dates or within the number of calendar days indicated in Article II of the Agreement, with such extensions of time as are provided in the General Conditions. The Bidder accepts the provisions of the Agreement regarding liquidated damages (Article III of the Agreement) in the event of failure to complete the work of the project on or before the dates or within the number of calendar days indicated in Article II of the Agreement, with such extensions of time as are provided in the General Conditions.
8. The Bidder declares that the only persons or parties interested in this bid are those named herein, that this bid is in all respects fair and without fraud, and that it is made without collusion with any other bidder and without collusion with any representatives of the Owner. The Bidder hereby represents that no employee of the Owner, or any partnership or corporation in which an employee of the Owner has an interest, has, or will receive any remuneration of any description from the Bidder, either directly or indirectly, in connection, except as specifically declared in writing.

9. The Bidder certifies that the Bidder has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
10. The Bidder will complete the work for the following prices found in vBid online documents.

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

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

Respectfully Submitted,

Name of Firm _____

Address _____

Federal Employer I.D. No. _____

State Employer I.D. No. _____

State C.C.B. Registration No. _____

Telephone (____) _____

FAX No. (____) _____

By _____

(Signature)

Name _____

(Please Print)

Title _____

If Corporation, Attest _____

(Secretary of Corporation)

Dated this ____ day of _____, 2026

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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:

PAVEMENT MANAGEMENT PROJECT: 2026

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 _____, 2026.

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: **PAVEMENT MANAGEMENT PROJECT: 2026**

BID #: _____ BID CLOSING: Date: July 16, 2026 Time: 2:00 ☐AM ☒PM
REQUIRED DISCLOSURE DEADLINE: Date: July 16, 2026 Time: 4:00 ☐AM ☒PM

Deliver Form To (Agency): City of Warrenton

Designated Recipient (Person):

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

INSTRUCTIONS:

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

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

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

BIDDER DISCLOSURE:

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

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 _____, 2026 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

PAVEMENT MANAGEMENT PROJECT: 2026

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. City of Warrenton – Map: "Pavement Management Project: 2026" (At end of Technical Specifications)
- n. Specifications prepared or issued by North Coast Civil Design, LLC, dated May 2026.
- o. Addenda:

No. _____, dated _____, 2026.

No. _____, dated _____, 2026.

No. _____, dated _____, 2026.

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

ARTICLE II - Time of Completion

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

ARTICLE III – Liquidated Damages

The Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the work is not substantially complete within the time specified in Article II above, plus any extensions of time allowed in accordance with the General Conditions. The Owner and the Contractor also recognize that it would be impractical and extremely difficult to estimate, ascertain, or determine the actual damages suffered by the Owner if the work is not substantially complete on time. Accordingly, the Owner and the Contractor agree that as liquidated damaged for delay (but not as penalty), the Contractor shall pay the Owner for each day that expires after the time specified in Article II until the work is substantially complete as set forth in the General Conditions, an amount of \$300.00 per day.

ARTICLE IV - Contract Sum

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

ARTICLE V - Progress Payments

1. On no later than the fourth calendar day of every month the Contractor shall prepare and submit to the Engineer a progress payment estimate filled out and signed by the Contractor. The estimate shall cover the total quantities under each item of work that have been completed from the start of the job up to and including the last day of the preceding month. The estimate shall include the value of the work so completed determined in accordance with such supporting evidence as may be required by the Owner and/or Engineer. The estimate shall also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work.
2. The Engineer will, within 5 days after receipt of each progress payment estimate, either indicate in writing the Engineer's approval of payment and present the progress payment estimate to the Owner, or return the progress payment estimate to the Contractor indicating in writing the Engineer's reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the progress payment estimate.
3. The Owner will, after deducting previous payments made, promptly pay to the Contractor 95% of the amount of the estimate as approved by the Engineer. The 5% retainage will be held by the Owner until the final completion of all work under the Contract. Money retained by the Owner under ORS 279C.570 (7) or OAR 137-049-0820 shall be:
 - a) Retained in a fund by the Owner and paid to the Contractor in accordance with ORS 279C.570; or
 - b) At the option of the Contractor, interest shall be paid to the Contractor automatically when payments become overdue in accordance with ORS 279C.570 (3) or ORS 279C.570 (4) and in a manner authorized by the Director of the Oregon Department of Administrative Services.
4. In accordance with ORS 279C.515, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with this public improvement contract as the claim becomes due, the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.

5. The Owner will, after deducting previous payments made, any payments made under ORS 279C.515 and the above-described retainage, promptly pay to the Contractor the amount of the estimate as approved by the Engineer. Progress payments shall not be considered acceptance or approval of any work or waiver of any defects therein. In accordance with ORS 279C.570, the Owner will pay to the Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall be charged and paid in accordance with ORS 279C.570.
6. Notwithstanding ORS 279C.555 or 279C.570 (7), if a Contractor is required to file certified payroll statements under ORS 279C.845 the Owner shall retain (25%) percent of any amount earned by the Contractor on the public works until the Contractor has filed with the Owner certified payroll statements as required by ORS 279C.845. The Owner shall pay the Contractor the amount retained under this subsection within 14 days after the Contractor files the certified payroll statements as required by ORS 279C.845, regardless of whether a subcontractor has failed to file certified payroll statements as required by ORS 279C.845.
7. Such progress payments shall be made under the terms and conditions governing final payment, except that progress payments shall not constitute a waiver of claims.

ARTICLE VI - Acceptance and Final Payment

1. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall within 4 days make such inspection. When the Engineer finds the work acceptable under the contract and contract fully performed, the Engineer will promptly issue a final certificate stating that the work required by this contract has been completed and is accepted by the Engineer and all regulatory approval agencies under the terms and conditions thereof. The entire balance found to be due the Contractor including the retained percentage, will be paid to the Contractor by the Owner within 30 days after the date of said final certificate.
2. Before final payment is due, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with work have been paid. In the case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated, in cases where such payment has not already been guaranteed by surety bond.
3. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within 1 year after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
4. If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted.

ARTICLE VII – General Conditions

GC-1 DEFINITIONS AND ABBREVIATIONS

1.1 DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

"Engineer" - The firm of NC Civil, Inc., or authorized personnel acting for the firm, the Engineer being the agent of the Owner.

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

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

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

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

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

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

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

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

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

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

"Responsible Offeror" means, as the context requires, a Responsible Bidder, Responsible Proposer or a Person who has submitted an Offer and meets the standards set forth in OAR 137-047-0640 or 137-049-0390(2),

and who has not been debarred or disqualified by the Contracting Agency under OAR 137-047-0575 or 137-049-0370.

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

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

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

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

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

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

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

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

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

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

1.2 ABBREVIATIONS:

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

AASHTO - American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
AGC - Associated General Contractors of America
AISC - American Institute of Steel Construction
AISI - American Iron and Steel Institute
ANSI - American National Standards Institute
APWA - American Public Works Association
ASCE - American Society of Civil Engineers
ASME - American Society of Mechanical Engineers
ASTM - American Society for Testing and Materials
AWPA - American Wood Preservers Association
AWS - American Welding Society

AWWA - American Water Works Association
CRSI - Concrete Reinforcing Steel Institute
DEQ - Department of Environmental Quality
DFPA - Division for Product Approval of American Plywood Assoc.
EPA - Environmental Protection Agency
FHWA - Federal Highway Administration
ITE - Institute of Traffic Engineers
NEC - National Electrical Code
NEMA - National Electrical Manufacturer's Association
NLMA - National Lumber Manufacturer's Association
ORS - Oregon Revised Statutes
OSHA - Occupational Safety and Health Administration
ODOT - Oregon State Department of Transportation
PCA - Portland Cement Association
UBC - Uniform Building Code
UL - Underwriter's Laboratories, Inc.
WWPA - Western Wood Products Association

GC-2 BID REQUIREMENTS

2.1 INCLUSION OF BID IN CONTRACT:

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

GC-3 AWARD AND EXECUTION OF CONTRACT

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

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

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

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

3.3 AMOUNT OF CONTRACT:

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

3.4 ESTIMATES OF QUANTITIES APPROXIMATE ONLY:

It is expressly agreed that the quantities shown in the bid form whether for a "Unit Price Contract" or in connection with a "Lump Sum Contract," given under the heading "Schedule of contract Prices" are approximate only and are not to be taken to be either representations or warranties. The Owner does not expressly nor by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer, without extra or special compensation to the Contractor except as provided in Subsection 4.5.

3.5 PERFORMANCE BOND, PAYMENT BOND AND GUARANTEE:

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

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

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

In accordance with ORS 279C.600, a person claiming to have supplied labor or materials for the prosecution of the work of this contract, including any person having direct contractual relationship with the Contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the State Department of Employment Trust Fund or the Department of Revenue in connection with the performance of the contract, has a right of action on the Contractor's payment bond as provided for in ORS 279C.380 and 279C.400, only if (a) the person or the assignee of the person has not been paid in full; and (b) the person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and to the contacting agency (the Owner).

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

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

3.6 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT:

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

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

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

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

- In case the work being done or to be done under any subcontract is not conducted in a manner satisfactory to the Engineer, the Contractor shall, upon written notice to this effect, cause such subcontract to be terminated and the Subcontractor and the Subcontractor's employees to be removed from the work. Any loss or damage that may be suffered on account of such action shall be borne by the Contractor. The Contractor agrees that the Contractor is as fully responsible to the Owner for the acts and omissions of the Contractor's Subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of the Contractor's own employees. Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the Owner.
- Insofar as is practicable, the Contractor shall make payment for subcontract work in the same units and on the same basis of measurement as apply under the main contract. The Owner will not be responsible for loss resulting from the Contractor's failure to do so. In making payments to Subcontractors, the Contractor shall protect against the possibility of overpayment, and the Contractor shall assume such losses as may result from overpayment.
- The subcontracting of any or all of the work to be done will in no way relieve the Contractor of any part of the Contractor's responsibility under the contract. The Contractor shall have on the work at all times a qualified and capable superintendent whose duty shall be to direct and coordinate the operations of the Subcontractors and to see that the orders of the Engineer are carried out promptly and intelligently. Failure of the Contractor to control the work of the Subcontractors to the satisfaction of the Engineer will result in the issuance of orders requiring the cancellation of the Subcontractors and the removal of the Subcontractors from the work.
- All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) are required to be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the Subcontractors commence work under the contract.

3.7 EXECUTION OF CONTRACT:

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

GC-4 SCOPE OF WORK

4.1 INTENT OF THE PLANS AND SPECIFICATIONS AND CONTRACT:

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

4.2 DEVIATION FROM THE PLANS:

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

4.3 INTERPRETATION OF CONTRACT, SPECIFICATIONS AND PLANS:

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

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

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

4.4 PLANS, SHOP AND SUPPLEMENTAL DRAWINGS:

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

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

Shop drawings for mechanical equipment and other structures or equipment shall consist of such detailed plans as may be reasonably required for the successful prosecution of the work and which are not included in the plans furnished by the Engineer. These may include plans for false work, bracing, centering and form work, masonry

layout diagrams, bending diagrams for metal reinforcement, shop details for precast concrete items, and installation drawings or instructions.

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

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

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

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

4.5 INCREASED OR DECREASED QUANTITIES:

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

4.6 CHANGES IN WORK:

4.6.01 Changes Requested by the Contractor:

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

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

4.6.02 Changes Initiated by the Owner:

The Owner may change the plans, specifications, character of the work, or quantity of work. Change orders shall be in writing and state the dollar value of the change or establish method of payment, any adjustments in contract time and, when negotiated prices are involved, shall provide for the Contractor's signature indicating acceptance.

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

4.7 CHANGED CONDITIONS:

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

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

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

4.8 EXTRA WORK:

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

The Owner shall have the option of paying for additional or extra work at the stipulated unit prices or stipulated lump sum prices given in the bid form or on a force account or cost plus basis described in Subsection 9.5 of these specifications. Payment for extra work will be made only when the work involved has been authorized by the Engineer, in writing prior to performance of the work.

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

4.9 CLAIMS FOR EXTRA COMPENSATION:

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

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

4.10 RECORDS:

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

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

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

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

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

4.11 NO COMPENSATION:

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

4.12 COMPENSATION FOR STANDBY:

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

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

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

- Any haul trucks or their drivers used on the Work;
- Any suspension of the Work that is less than 4 hours in duration; and
- Testing of Material or Work for compliance with Specifications and Plans.

When the Owner fails to provide right-of-way necessary for access to the Work, and has not so notified the Contractor in the special provisions of the Contract, and in the Engineer's opinion alternate work areas are not available or practical to allow continued prosecution of the Work, the Owner may consider the payment of a claim for standby, which shall not in any case exceed 10 days.

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

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

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

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

GC-5 CONTROL OF THE WORK

5.1 AUTHORITY OF THE ENGINEER:

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

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

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

5.2 AUTHORITY AND DUTIES OF INSPECTORS:

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

In case of any dispute arising between the Contractor and the Inspector as to materials furnished or manner of performing the work, the Inspector shall have authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, enlarge,

relax or release any requirements of the plans and specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the plans and specifications.

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

5.3 INSPECTION:

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

5.4 RESPONSIBILITY OF THE CONTRACTOR:

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

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

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

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

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

5.5 NOTICE TO CONTRACTORS:

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

5.6 NOTICE BY CONTRACTORS:

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

5.7 UTILITIES AND EXISTING IMPROVEMENTS:

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

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

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

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

5.8 SURVEY SERVICE:

No actual construction staking in the field will be done for this project. The streets shown on the attached overlay map are approximate locations only. The Construction limits will be set in the field by flagging and pre-marked project limits on each street for bidders to evaluate the project. These pre-markings will be refreshed prior to the actual overlay. The contractor is encouraged to take pictures and measurements of the specific road or street overlay.

5.9 PROTECTION OF SURVEY MARKERS:

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

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

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

5.10 USE OF LIGHT, POWER AND WATER:

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

5.11 VERBAL AGREEMENTS:

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

5.12 UNAUTHORIZED AND DEFECTIVE WORK:

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

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

5.13 CLEANUP:

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

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

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

5.14 FINAL TRIMMING OF WORK:

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

5.15 FINAL CLEAN UP:

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

5.16 FINAL INSPECTION:

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

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

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

5.17 OWNERSHIP AND USE OF DOCUMENTS:

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

GC-6 CONTROL OF MATERIALS AND EQUIPMENT

6.1 TRADE NAMES, APPROVED EQUALS OR SUBSTITUTIONS:

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

Failure on the part of the Contractor to supply data to the Engineer prior to ordering or using such alternate material or equipment shall not relieve the Contractor of furnishing acceptable material or equipment as required by the Engineer.

The Contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All

proposals for substitutions shall be submitted in writing by the Contractor and not by individual trades or material suppliers. The Engineer will approve or disapprove proposed substitutions in writing within a reasonable time. No substitute materials shall be used unless approved in writing.

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

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

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

6.2 TESTS OF MATERIALS:

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

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

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

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

6.3 STORAGE OF MATERIALS:

Materials shall be stored in such manner as to insure the preservation of their quality and fitness for use. When considered necessary to protect materials against dampness, or to keep them clean and free from dust, dirt or other detrimental matter, suitable sheds, platforms and covers shall be provided. Materials shall be stored in such a manner as to facilitate inspection.

6.4 DEFECTIVE MATERIALS:

All materials not conforming to the requirements of the specifications shall be considered as defective. No defective material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to remove, repair or replace defective material when so ordered by the Engineer, the Owner shall have authority to remove, repair or replace such defective material and

to deduct all costs so incurred from any monies due or to become due the Contractor. Defective material not permitted for use shall be immediately removed from the site or disposed of as directed by the Engineer.

6.5 ORDERING MATERIALS:

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

6.6 MATERIALS FURNISHED BY THE OWNER:

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

6.7 MANUFACTURER'S DIRECTIONS:

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

6.8 EQUIPMENT APPROVAL DATA:

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

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

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

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

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

Upon approval of the equipment by the Engineer, the Contractor shall furnish six copies of catalog data of all

process equipment or components thereof together with operating and maintenance instructions.

6.9 GUARANTEE PERIOD:

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

GC-7 LEGAL RELATIONS AND RESPONSIBILITIES

7.1 LAWS AND REGULATIONS:

The Contractor at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner, its officers, employees, and agents (including the Engineer) against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders or decrees, whether such violations be by the Contractor, the Contractor's Subcontractors or their employees. All provisions of ORS 279C.500 – 279C.530 (construction contracts) are incorporated herein.

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

- For all overtime in excess of eight hours a day or forty hours in any one week when the work week is five consecutive days, Monday through Friday; or
- For all overtime in excess of ten hours a day or forty hours in any one week when the work week is four consecutive days, Monday through Friday; and
- For work performed on Saturday and on any legal holiday specified in ORS 279C.540.

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

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

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

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

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

Federal

Department of the Interior

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

Department of Labor

- Occupation Safety and Health Review Commission
- Water Resources Council
- Department of Housing and Urban Development

Oregon State Agencies

- Department of Agriculture
 - Soil and Water Conservation Commission
- Department of Energy
- Department of Environmental Quality
- Department of Fish and Wildlife
- Division of State Lands
- Water Resources Department

Local Agencies

- City Councils
- Board of County Commissioner

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

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

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

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

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

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

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

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

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

7.2 PERMITS AND LICENSES:

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. Such fees shall be included in the basic contract price.

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

7.3 PATENTED DEVICES, MATERIALS, AND PROCESSES:

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

7.4 USE OF PREMISES:

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

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

7.5 COOPERATION WITH OTHER CONTRACTORS:

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

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

7.6 LABOR AND EQUIPMENT:

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

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

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

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

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

7.7 PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall conduct the project with proper regard for the safety and convenience of the public. When the project involves use of public ways, the Contractor shall provide Flaggers when directed and install and maintain means of free access to all fire hydrants, warehouses, and other property. Private roadways shall be

closed only with approval of the Engineer or specific permission of the tenant. The Contractor shall not interfere with normal operation of vehicles unless otherwise authorized.

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

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

7.8 BARRICADES, WARNING SIGNS, AND FLAGGERS:

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

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

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

The signs to be furnished and used by the Contractor in directing, controlling and safeguarding traffic shall conform with the standard sign designs in use by the ODOT.

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

7.9 SAFEGUARDING OF EXCAVATIONS:

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

7.10 RESERVED:

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 a waiver of any other subsequent breach.

7.18 INSURANCE:

7.18.01 General - The Contractor shall not commence work until the Contractor has obtained all insurance required under this Section or until the Contractor has satisfied the Owner in this respect; nor shall the Contractor allow any Subcontractor to commence work until the Subcontractor also has obtained similar

insurance which is applicable to the Subcontractor's work. The Contractor shall maintain such insurance throughout the life of this contract, including the guarantee and maintenance period, and will hold the Owner and the Owner's agents harmless and shall indemnify the Owner for any losses arising out of the Contractor's operations, including any contingent liability arising therefrom.

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

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

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

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

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

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

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

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

7.19 PAYMENT OF OBLIGATIONS:

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

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

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

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

In accordance with ORS 279C.515(3), if the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a

complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580(5).

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

7.20 SUIT OR ACTION:

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

GC-8 PROSECUTION AND PROGRESS

8.1 PROSECUTION OF WORK:

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

Performance of the work to be done under the contract shall be commenced within the stipulated time limit, unless later commencement of the work is authorized by the Engineer. From the time of commencement of the work to the time of completion, the work shall be prosecuted as vigorously and as continually as weather conditions will permit and always in accordance with a schedule which will ensure completion within the specified time limit, due allowances being made for possible unfavorable conditions, interference, breakdowns, and other causes of delay. There shall be no voluntary shutdown or slowing of operations without prior approval of the Engineer. If it appears to the Engineer that the rate of progress being made is not such as it will ensure the completion of the work within the specified time limit, it shall be within the authority of the Owner, upon notification by the Engineer, to require the Contractor to provide additional equipment and men and to take such other steps as may be necessary to insure completion as specified.

8.2 LIMITATIONS OF OPERATIONS:

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

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

8.3 CONTRACTOR TO HAVE REPRESENTATIVE ON WORK:

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

8.4 TEMPORARY SUSPENSION OF THE WORK:

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

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

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

8.5 PROTECTION OF WORK DURING SUSPENSION:

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

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

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

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

Should the Owner cause a delay in the completion of the work by reason of requirements on extra work or otherwise not provided for by the plans or these specifications, the Contractor will be granted an extension of time by the Owner for completion equal to the amount of such a delay and no charge will be made against the Contractor for the extension of time so granted. Changes in plans and increases in the quantities of work to be performed will be considered cause for extension of time only when they are of such nature and when they occur at such times that they materially and necessarily affect the completion time of the work.

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

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

the reasons therefore. Should the Contractor fail to file such written claim for extension of time within the period provided therefore, the Contractor thereby shall have abandoned any claim therefore.

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

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

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

8.7 EARLY TERMINATION:

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

8.8 ANNULMENT AND CANCELLATION OF CONTRACT:

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

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

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

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

8.9 USE OF COMPLETED OR UNCOMPLETED PORTIONS:

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

8.10 RIGHT OF OWNER TO DO WORK:

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

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

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

8.12 LEGAL ACTIONS CONCERNING THE WORK:

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

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

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

8.13 CERTIFICATE OF COMPLIANCE:

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

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

8.14 COMPLETION AND ACCEPTANCE:

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

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

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

GC-9 MEASUREMENT AND PAYMENT

9.1 MEASUREMENT OF QUANTITIES:

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

9.2 SCOPE OF PAYMENT:

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

9.3 ALTERATION IN DETAILS OF CONSTRUCTION:

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

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

Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. If, however, the character of the work or the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Engineer may determine to be fair and equitable.

9.4 QUANTITIES AND LUMP SUM PRICES:

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

9.5 PAYMENT FOR FORCE ACCOUNT (EXTRA) WORK:

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

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

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

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

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

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

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

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

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

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

9.6 FORCE ACCOUNT BILLS:

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

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

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

9.7 ELIMINATED ITEMS:

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

9.8 PROGRESS PAYMENTS:

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

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

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

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

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

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

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

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

9.9 ADVANCES ON MATERIALS:

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

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

concerning the materials in question, as the Engineer may request. Should there be reasonable evidence, in the opinion of the Engineer, that the Contractor is not making prompt payments for material on hand, allowances for material on hand will be omitted from progress payment.

9.10 ALLOWANCE FOR MATERIALS LEFT ON HAND:

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

9.11 FINAL PAYMENT:

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

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

9.12 ACCEPTANCE OF FINAL PAYMENT:

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

9.13 SUSPENSION OF PAYMENTS:

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

9.14 FINAL GUARANTEE:

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

9.15 PAYMENTS:

Payments under the contract shall be paid in cash by the Owner unless otherwise provided by the Special Provisions of these specifications.

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

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

CITY OF WARRENTON:

By: _____

Title: _____

ATTEST: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Address: _____

E-mail: _____

ATTEST: _____

Title: _____

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PERFORMANCE BOND

Bond No. _____

Solicitation _____ N/A _____

Project Name: **PAVEMENT MANAGEMENT PROJECT: 2026**

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

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

* If using multiple sureties

Total Penal Sum of Bond: \$ _____

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

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

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

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

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

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

Nonpayment of the bond premium will not invalidate this bond, nor shall the City of Warrenton be obligated for the payment of any premiums.

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

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

Dated this _____ day of _____, 2026

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

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

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

Name

Signature

Address

City State Zip

Phone Fax

PAYMENT BOND

Bond No. _____

Solicitation N/A

Project Name: **PAVEMENT MANAGEMENT PROJECT: 2026**

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

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

* If using multiple sureties

Total Penal Sum of Bond: \$ _____

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

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

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

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

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

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

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Warrenton be obligated for the payment of any premiums.

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

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

Dated this _____ day of _____, 2026

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

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

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

Name

Signature

Address

City State Zip

Phone Fax

CERTIFICATE OF COMPLIANCE

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

ATTN: Kevin Gorman, Public Works Director

PROJECT NAME: **PAVEMENT MANAGEMENT PROJECT: 2026**

PROJECT LOCATION: Warrenton, Oregon

I hereby certify that:

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

Authorized Signature _____
[Contractor]

[Date]

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TECHNICAL SPECIFICATIONS

DIVISION ONE – GENERAL REQUIREMENTS

SECTION 101 – SUMMARY OF WORK

101.1 THE PROJECT:

The work of this project will take place in Warrenton, Oregon and will consist of, but is not limited to furnishing all labor, materials, equipment and superintendence necessary for the following: Overlay the listed street(s) as per plan with a 4" Asphalt overlay. The work will be accomplished in the Summer of 2026.

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

1. Clean street to be overlaid of loose rock, organics, dirt, dust.
2. Grind out per Engineer's Direction
3. Add tack coat to clean dry street per specifications.
4. Adjust surface utilities to new elevation of AC
5. Overlay streets with asphalt concrete as specified.
6. Add pavement striping as required.

These specifications in conjunction with applicable provisions or other parts of the specifications and the plans shall govern the character and quality of equipment, material, construction procedures and workmanship for work under this contract.

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

101.2 WORK SEQUENCE:

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

101.2.01 Traffic Control – The Contractor shall furnish and place traffic control barricades and signs according to the MUTCD and ODOT specifications in order to allow the public access to those residences on streets to be paved. The Contractor shall coordinate directly with the residences that will be impacted by the daily work and make all necessary arrangements to assist their entering and exiting of their residence. The Contractor shall use cones, delineators, detour signs and barricades to keep vehicular and pedestrian traffic out of the immediate construction zone of the Contractor. All signs and barricades must be approved by the City of Warrenton and the Engineer prior to ordering. See Section 157 of these specifications.

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

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

101.3 OWNER'S RIGHTS UPON THE PREMISES:

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

END OF SECTION 101

SECTION 104 – COORDINATION

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: The telephone number for the Oregon Utility Notification Center is 1-(503) 232-1987 or 1-(800) 332-2344.)

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

104.1.01 – City Street Right-of-Way, Storm Drainage System, and Sewer System; City of Warrenton, Public Works Department, Kevin Gorman, Public Works Director, (503)-861-0912 or Twyla Vitteto, (971) 286-0036.

104.1.02 – City Storm/Sanitary System: Rock Haglund (503) 791-2116.

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

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

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

104.1.06 – Gas Facilities; Northwest Natural Gas, Ryan Winfree, (503) 610-7765.

104.2 CUTTING AND PATCHING:

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

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

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

104.2.03 Existing Conditions – After uncovering work, the Contractor shall inspect the existing conditions and report to the Engineer any unsatisfactory or questionable conditions to the Engineer. The Contractor shall not proceed with further work directly related to the existing condition until the Engineer provides further instructions. During this time, the Contractor shall make every effort to continue work on other portions of the project. No additional time or payment to the Contractor will be allowed on account of the Contractor's failure to schedule alternate work accordingly.

104.3 MEASUREMENTS:

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

END OF SECTION 104

SECTION 106 – REGULATORY REQUIREMENTS

106.1 PERMITS AND FEES:

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

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

END OF SECTION 106

SECTION 120 – PROJECT MEETINGS

120.1 PRECONSTRUCTION CONFERENCE:

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

120.2 WEEKLY PROGRESS MEETINGS:

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

END OF SECTION 120

SECTION 130 – SUBMITTALS

130.1 GENERAL:

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

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

130.2 CONSTRUCTION SCHEDULE:

130.2.01 – Project Schedule - The anticipated construction schedule is set forth in the Instructions to Bidders and all work shall be completed in dry weather, in accord with the Contractor's submitted Schedule. Prior to commencing work on the project, the Contractor shall submit to the Engineer for review, a complete construction schedule detailing the order in which the work will proceed together with an estimated time schedule. If Contractor's submitted schedule and the prosecution of work varies by 2 weeks or more, Contractor shall re-submit a new schedule, and a work plan to complete project on time.

130.3 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:

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

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

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

130.3.04 Record Drawings – Contractor shall submit Record Drawings to the Engineer or City upon completion of construction. Any associated warranty information, manuals, cut sheets, etc. pertinent to the construction shall also be submitted.

END OF SECTION 130

SECTION 151 – TEMPORARY FACILITIES AND CONTROLS

151.1 TEMPORARY ELECTRICITY:

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

151.2 TEMPORARY WATER

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

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

151.3 TEMPORARY SANITARY FACILITIES:

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

151.4 TEMPORARY FIRE PROTECTION

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

151.5 TEMPORARY SIGNS

All signs posted on the job site shall be approved by the Engineer. All signs shall conform to applicable Oregon State Department of Transportation standards and the Manual of Uniform Traffic Control Devices, (MUTCD).

151.6 MEASUREMENT AND PAYMENT

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

END OF SECTION 151

SECTION 157 – TRAFFIC REGULATION

157.1 BARRICADES, WARNING SIGNS, AND FLAGMEN:

The Contractor shall at their expense and without further or other order provide, erect and maintain at all times during the progress or temporary suspension of the work suitable barricades, fences, signs, or other adequate warnings or protection, and shall provide, keep and maintain such danger lights, signals, and flagmen as may be necessary or as may be ordered by the Engineer to ensure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights which shall be suitably distributed across the roadway and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be suitably painted to increase their visibility at night. Failure of the Engineer to notify the Contractor to maintain barriers, lights, signals, or flagmen shall not relieve the Contractor from this responsibility.

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

If flagmen are necessary for the purpose of protection and safety to traffic, such flagmen shall be furnished at the Contractor's expense. The signs to be furnished and used by the Contractor in directing, controlling and safeguarding traffic shall conform to the standard sign designs in use by ODOT/MUTCD.

157.2 TRAFFIC ON LOCAL STREETS:

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

157.3 PEDESTRIAN ACCESS:

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

157.4 MEASUREMENT AND PAYMENT:

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

END OF SECTION 157

SECTION 160 – MATERIALS AND EQUIPMENT

160.1 TRANSPORTATION AND HANDLING:

The Contractor shall arrange for all product and material deliveries in accordance with the project schedule to avoid any unnecessary delays. Products and materials shall be delivered undamaged, in the manufacturer's original packaging, and with legible identifying labels intact. Immediately upon delivery, the Contractor shall inspect all products for compliance with the contract documents.

160.2 STORAGE AND PROTECTION:

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

160.3 PRODUCT SUBSTITUTIONS AND OPTIONS:

160.3.01 Substitutions – Substitutions will be considered, however, only substitutions approved by the Engineer shall be incorporated in the work. Each request for product substitution shall be made to the Engineer in writing and shall include:

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

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

160.3.02 Contractor's Options:

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

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

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

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

END OF SECTION 160

SECTION 170 – CONTRACT CLOSEOUT

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

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

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

- a. All work required under the contract;
- b. All change order work;
- c. The final trimming and cleanup work; and,
- d. All required certifications, bills, forms, and other documents are received from the Contractor.

170.2 PROJECT SITE CLEAN-UP:

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

END OF SECTION 170 - END OF DIVISION ONE

DIVISION TWO – SITEWORK

SECTION 201 – MOBILIZATION

201.1 DESCRIPTION:

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

201.2 MATERIALS:

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

201.3 CONSTRUCTION:

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

201.4 MEASUREMENT AND PAYMENT:

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

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

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

END OF SECTION 201

SECTION 202 – TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

202.1 DESCRIPTION:

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

202.2 MATERIALS:

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

202.3 CONSTRUCTION:

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

202.3.02 Contractor's Plan and Schedule - Prior to beginning the work, the Contractor shall submit a proposed Traffic Control Plan for protective and directional measures in compliance and approved by the Engineer. During the performance of the work, the Contractor shall submit any proposed revisions to the plan for the Engineer's approval. No work shall be started on any stage of construction until the Contractor's Traffic Control Plan has been approved and all approved traffic control devices are in place.

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

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

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

202.3.04 Barricades, Signs and Temporary Devices used under these provisions remain the property of the Contractor and shall be moved, removed, or made inoperative as occasion dictates during the life of the contract. Inappropriate temporary or existing signs shall be covered or turned to preclude visibility to traffic. Flags shall be removed or rolled and completely covered with an opaque, black, non-reflective sheath. Upon completion of the work, the devices shall be removed from the project and evidence of their existence obliterated.

202.3.05 Flaggers shall have satisfactorily completed approved training courses.

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

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

202.4 MEASUREMENT AND PAYMENT:

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

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

202.4.02 Lump Sum Basis - Temporary protection and direction of traffic will be paid for on a lump sum basis for all required work. The Contractor shall include in the contract bid sum, sufficient funds as may be

required for supplying all labor, equipment and materials necessary for the proper regulation of traffic. This will be paid for under the bid item for "Temporary Protection and Direction of Traffic".

END OF SECTION 202

SECTION 224 – OVERLAY SHOULDER ROCK

224.1 DESCRIPTION:

This item includes all work necessary to furnish, place shoulder rock on a prepared subgrade for the overlay shoulder. This item of work also includes any additional work directed by the Engineer.

224.2 MATERIALS:

224.2.01 Shoulder rock shall be of the designated size $\frac{3}{4}$ inch-minus and shall meet the requirements of ODOT 2018 Standard Specifications Subsection.

224.2.02 Acceptance will be based on periodic sample of the material in place along the shoulder.

224.3 CONSTRUCTION:

224.3.01 Placing - The Contractor shall haul and deposit the material so as to provide a homogeneous mixture of unsegregated and uniformly dispersed materials as placed in position on the overlay shoulder. The Contractor shall spread and strike off the material to the designated overlay, 2.0' beyond the overlay shoulder.

224.4 MEASUREMENT AND PAYMENT:

224.4.01 Measurement for the shoulder rock will be measured and paid for on a Per Ton measure basis for the item "Furnish and Install Shoulder Rock" to the limits called out by these specifications and the Engineer. The Contractor shall furnish the certified scale weight tickets upon request by the Engineer.

224.4.02 Payment for the shoulder rock will be at the unit contract price and shall constitute full compensation for supplying, placing, grading the shoulder rock next to the overlays.

END OF SECTION 224

SECTION 250 – ASPHALT CONCRETE PAVEMENT

250.1 DESCRIPTION:

This item includes all work necessary for the construction of hot mix asphalt concrete pavements upon prepared foundations or base surfaces. The Contractor shall provide submittal information to the Engineer for approval on all materials, methods, equipment and HMAC mix design. Such submittal information shall be submitted a minimum of one (1) week prior to construction. Unless otherwise specified, the number of copies of submittal information that the Contractor shall submit shall be the number of copies that the Contractor requires to be returned plus two copies that will be retained by the Engineer.

250.2 MATERIALS:

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

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

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

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

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

250.2.03 Level 2 HMAC (class) of Concrete and Proportions of Materials – The asphalt concrete mixture shall be of the level (class) as shown on the plans (Level 2 if not shown elsewhere) and shall conform to the requirements of ODOT, Standard Specifications for Asphalt Materials, 2018 or most current edition. The mix design shall be developed by the Contractor and shall meet Section 00744, Hot Mixed Asphalt Concrete (HMAC), ODOT Standard Specifications, 2018 or most current edition.

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

250.3 CONSTRUCTION:

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

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

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

250.3.04 Weather Limitations – Asphalt concrete mixtures shall be placed on dry prepared surfaces when the air temperature in the shade and the surface temperature is 55°F (15°C) and warmer. However, the Engineer may permit the Contractor to begin paving work if the temperature is 50°F or above and rising, and in the judgment of the Engineer will be 55°F in a reasonable period of time. Placing any mixture during rain or

other adverse weather conditions will not be permitted, except that mix in transit at the time these adverse conditions occur may be laid if the following conditions are met:

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

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

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

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

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

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

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

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

Breakdown and intermediate rolling and the rolling of longitudinal joints shall be performed until the entire surface of each course has been compacted by at least six coverages of the roller(s). Breakdown and intermediate compaction shall be completed before the HMAC temperature drops below 180°F, unless

otherwise directed. Steel-wheeled rollers shall have a gross static weight of at least 8 tons. Vibratory rollers shall be equipped with amplitude and frequency controls capable of at least 2000 vibrations per minute, shall be specifically designed to compact HMAC and shall have a gross static weight of at least 8 tons. Finish rolling shall be preformed with additional coverages until all roller marks are eliminated. If steel-wheeled rollers are used for finish rolling, they shall have a gross static weight of at least 6 tons.

250.4 MEASUREMENT AND PAYMENT:

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

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

250.4.03 HMAC Level 2 Payment will be measured and paid for on a per ton basis at a nominal compacted depth and limits as shown on the construction drawings.

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

250.4.05 Asphalt Berm Measurement and Payment

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

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

250.4.06 Asphalt Cement Price Adjustment – An asphalt cement escalation/de-escalation clause will be in effect during the life of this contract. The price adjustment will use the Monthly Asphalt Cement Material Price (MACMP) established by the Oregon Department of Transportation (ODOT) on the first of each month. The price adjustment will use the MACMP for the month the contract was awarded as the Base Asphalt Cement Material Price “Base.” The price adjustment will be determined by multiplying the Adjustment Factor, as established below, by six (6) percent and adding to the unit price for asphalt concrete pavement and pavement patching. The Monthly Asphalt Cement Adjustment Factor will be determined each month of the contract as follows:

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

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

END OF SECTION 250

SECTION 255 – COLD PLANE PAVEMENT REMOVAL

255.1 DESCRIPTION

This item includes all work necessary for the removal of existing pavement to prepare a foundation for placing new surfacing.

255.2 EQUIPMENT

Provide self-propelled planning machines or grinders: Capable of loosening pavement material.

Capable of accurately establishing profile grades within a tolerance of 0.02 foot by reference from either the existing pavement or from independent grade control.

With a positive means for controlling cross slope elevations.

With a totally enclosed cutting drum with replaceable cutting teeth.

With an effective means for removing loosened material from the surface and for preventing dust from escaping into the air.

With a minimum 6 feet width planer or grinder, unless otherwise allowed.

255.3 CONSTRUCTION

255.3.01 General – Remove the existing pavement to the depth, width, grade, and cross section shown or as directed. The use of a heating device to soften pavement will not be permitted.

255.3.02 Material – Grindings shall be wastehauled to location specified by the City.

255.3.03 Surface treatment – All planed surfaces shall be cleaned and tack coated prior to placement of new asphalt pavement.

255.3.04 Utility Locates – Prior to planing, all utilities that may have utilities in the roadway structural section shall be contacted and prepared to restore damaged services. Property owners adjacent to the project shall be notified of potential temporary interruption in services.

255.3.05 Pavement Removal Alternatives – If unable to complete the Pavement removal according to the above, then within the same Day construct a wedge of asphalt concrete, at a Slope of 1V:10H or flatter along each exposed longitudinal drop-off, and 1V:50H or flatter along each exposed transverse drop-off. Place wedges completely across the milled area at intersections, points of beginning and ending of the milling operation, and around manholes, valve boxes and other Structures. Longitudinal drop-offs of 1 inch or less do not require a wedge. Maintain wedges as long as the area remains under traffic or until Pavement is replaced. Remove and dispose of wedges before placing new Pavement.

255.3.06 Warning Signs – Provide warning signs or flashing beacons, as required where abrupt or sloped drop-offs occur at the edge of the existing or new surface.

255.3.07 Maintenance Under Traffic – If the cold planed Pavement surface will be exposed to traffic, sweep and clean prior to allowing traffic to use the Roadway.

255.4 MEASUREMENT & PAYMENT

255.4.01 Measurement – Quantity of material removed, regardless of the thickness, will be determined by measuring the actual surface area, from which the material has been removed, to the nearest 0.1 foot and computed to the nearest 0.1 square yard.

255.4.02 Payment – for the accepted quantities of Work performed under this Section will be made at the Contract unit price, per square yard, for the item Cold Plan Pavement Removal, 2” deep. Payment will be payment in full for furnishing all Equipment, labor, and incidentals necessary to complete the Work as specified. No separate or additional payment will be made for temporary wedges constructed, maintained, and removed, or the replacement of cutting teeth.

END OF SECTION 255

SECTION 258 – PAVEMENT MARKINGS

258.1 DESCRIPTION:

This item includes all work necessary for furnishing and installing striping and pavement markings.

258.2 MATERIALS:

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

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

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

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

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

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

258.2.01C Heating Indicators – The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that

the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.

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

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

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

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

258.2.01H Retroreflectivity – The material, when applied in accordance with manufacturers guidelines, shall demonstrate a uniform level of sufficient nighttime retroreflection when tested in accordance to ASTM E1710-97. The applied material shall have an initial minimum intensity reading of $500 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for white and $300 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for yellow as measured with an LTL-2000 or LTL-X Retroreflectometer.

258.3 CONSTRUCTION:

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

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

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

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

258.4 MEASUREMENT AND PAYMENT:

258.4.01 Stop Bars – Measurement for stop bars will be made on a linear foot basis for the width and type of pavement markings listed in the bid schedule and installed. Payment will be at the contract price per linear foot and shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary or incidental to the specified work.

END OF SECTION 258

SECTION 275 – ADJUSTMENT OF EXISTING MANHOLES, CLEANOUTS, CATCH BASINS AND WATER VALVES

275.1 DESCRIPTION:

This item includes all work necessary for the adjustment of existing sewer structures and storm drain manholes and catch basins to new finish grades with the use of cast iron paving riser rings and resetting of frames, lids and rims.

275.2 MATERIALS:

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

275.2.02 Mortar shall conform to the requirements of ASTM C387, or be proportioned 1 part Portland cement to 2 parts clean, well graded sand which will pass a 3/8 inch screen. Admixtures may be used not exceeding the following percentages of weight of cement: a) hydrated lime, 10%; b) diatomaceous earth or other inert materials, 5%. Consistency of mortar shall be such that it will readily adhere to the precast concrete. Mortar mixed longer than 30 minutes shall not be used.

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

275.2.04 Precast Concrete Grade Rings shall conform to the requirements of ASTM C478.

275.2.05 Cast Iron Paving Grade Rings shall be supplied by the City. or approved equal.

275.2.06 Cast Iron Manhole Paving Grade Rings shall conform to the requirements of H20 Load Ratings. All sewer paving riser rings will be furnished by the City and installed by the Contractor.

275.2.07 Precast Concrete Water Valve Boxes shall conform to the requirements of H20 Load Rating. All precast concrete water valve boxes as required for this project shall already be in place or will be furnished by the City and installed by the Contractor.

275.2.08 Crushed Rock shall be of the designated size 3/4 inch-0 and shall meet the requirements of Oregon Standard Specifications Subsection 2630.

275.3 CONSTRUCTION:

275.3.01 Manhole Frame Adjustment - Manholes shall be raised or lowered by removing the existing frames, grates or covers and adjusting the height as necessary to correspond to grade. Manholes may be raised or lowered by any of the following or combination of methods when no particular method is specified.

275.3.01A Manhole necks are defined as that upper portion of a manhole having vertical walls and a uniform diameter or dimensions sufficient to receive and support the metal frame. The manhole neck may be extended by the use of precast extension rings and mortar or by reconstructing the neck except that the total distance from the top of the metal frame at its new adjusted grade to the bottom of the neck shall not exceed 24 inches.

275.3.01B Manhole cones may be cut down and rebuilt provided the batter or slope of the cone does not exceed 6 inches horizontal per 12 inches vertical.

275.3.01C Manhole barrels of precast concrete shall be extended in kind with like Precast concrete materials.

275.3.01D Existing frames shall be reset in fresh mortar and brought to proper grade following manhole adjustment.

275.3.02 Manhole Ring Addition - Existing frames may be extended with cast iron paving rings where the existing slope across the manhole matches the finish grade slope.

275.3.03 Water Valve Box Adjustment – Precast concrete water valve boxes shall be raised by digging out the existing valve box and raising it to match the finish grade. The Contractor shall add and compact with mechanical compaction equipment such additional crushed rock as may be needed to fill the void resulting from lifting the valve box.

275.3.04 Storm Drain Catch Basin - Existing concrete catch basins shall be modified by removing existing frame and grate and reinstalling (if in good condition) or a new frame and grate as specified by the City, match the finish grade.

275.4 MEASUREMENT AND PAYMENT:

275.4.01 Sanitary Sewer Manhole Adjustments will be measured on a per each basis for each sanitary sewer manhole adjusted with paving rings or if necessary adjustment of the manhole cone. Payment will be at the contract price per each under the bid item “Furnish & Install Franchise Utility Adjustments” and shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary or incidental to the installation of the paving rings or cone adjustment. The paving riser rings will be supplied by the City.

275.4.02 Water Valve Box Adjustments There will be no separate payment for the adjustment of water valve boxes. The cost of removal and disposal is to be included in one or more of the unit prices.

275.4.03 Storm Drain Catch Basin will be measured on a per each basis for each catch basin frame and grate removed and replaced with new frame and grate to new finished grade as specified in the design drawings. Payment will be at the contract price per each and shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary or incidental to the modifying of the existing catch basin and installation and adjustment of the new frame and grate creating a water-tight connection.

275.4.04 Storm Manhole Adjustments will be measured on a per each basis for each storm manhole adjusted with paving rings or if necessary adjustment of the manhole cone. Payment will be at the contract price per each under the bid item “Furnish & Install Franchise Utility Adjustments” and shall constitute full compensation for furnishing all labor, materials, tools and equipment necessary or incidental to the installation of the paving rings or cone adjustment. The paving riser rings will be supplied by the City Public Works Department.

END OF SECTION 275

END OF DIVISION TWO



City Commission Agenda Memo

Meeting Date: July 28, 2026
From: Kevin Gorman, Public Works Director
Item Name: Request to Bid and Award – 1st & Main Stormwater Infrastructure

Summary:

The SE 1st Street / SE Anchor Avenue Storm Drainage Project is identified in the adopted Capital Improvement Plan and Fiscal Year 2026-2027 budget as the 1st & Main Stormwater Infrastructure Project. The project is intended to address deficiencies in the existing storm drainage system and reduce recurring flooding affecting nearby businesses and the roadway.

During CCTV inspection and design, staff and the project engineer confirmed that the existing corrugated metal pipe is significantly more deteriorated than originally anticipated and is not suitable for the planned connection. The project must extend to SE 2nd Street to replace the failing infrastructure and connect the new storm line to a usable portion of the existing system. The engineer's current estimated construction cost is approximately \$300,000.

Staff is requesting authorization to finalize and advertise the project for competitive bids and award the contract to the lowest responsive and responsible bidder. If approved on July 28, staff anticipates advertising immediately, opening bids in August, completing the required protest period by the end of August, and moving into contract execution and construction as soon as possible.

Approving both actions at this meeting will avoid the delay of returning to the Commission for a separate contract award and provide the best opportunity to begin construction before the rainy season. The contract will only be awarded after staff and the engineer have reviewed the bids, all required protest procedures have been completed, and the lowest responsive and responsible bid is within the funding approved for the project in the adopted Fiscal Year 2026-2027 budget and Capital Improvement Plan.

Recommendation/Suggested Motion:

"I move to authorize staff to finalize and advertise the SE 1st Street / SE Anchor Avenue Storm Drainage Project for competitive bids and award the contract to the lowest responsive and responsible bidder in an amount not to exceed \$450,000, provided sufficient funding is available within the adopted Fiscal Year 2026–2027 budget and Capital Improvement Plan and all required bid review and protest procedures have been completed."

Alternative:

None recommended.

Fiscal Impact:

The project is included in the adopted Fiscal Year 2026–2027 budget and Capital Improvement Plan, with \$450,000 budgeted for the project. The engineer's current estimated construction cost is approximately \$300,000. The contract will not be awarded if the bid exceeds the approved project budget.

Attachments:

1. Draft SE 1st Street / SE Anchor Avenue Storm Drainage Project Plans
2. Draft SE 1st Street / SE Anchor Avenue Storm Drainage Project Manual and Bid Documents

CITY OF WARRENTON

SE 1ST ST./SE ANCHOR AVE. STORM DRAINAGE PROJECT

UTILITY PROVIDERS

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

CABLE TELEVISION/INTERNET
CHARTER SPECTRUM COMMUNICATIONS
ATTN: VINNY BILLECI
419 GATEWAY AVENUE
ASTORIA, OR 97103
(503) 338-7710
(503) 298-0129 (CELL)

GAS
NW NATURAL GAS
RYAN WINFREE
220 NW 2ND AVE
PORTLAND, OR 97209
(503) 226-4211 EXT. 2980
(503) 281-6169 (CELL)

TELECOMMUNICATIONS
LUMEN
TOBY RESMUSSEN
481 INDUSTRY STREET
ASTORIA, OR 97103
(360) 216-5970

CITY OF WARRENTON
WATER, SEWER & STORM
ATTN: ROCK HAGLUND
PUBLIC WORKS OPERATIONS MANAGER
45 SW 2ND STREET
PO BOX 250
ASTORIA, OR 97103
(503) 861-0912
(503) 791-2116 (CELL)

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

ELEVATION DATUM

ALL ELEVATION SHOWN HEREON ARE BASED ON NAVD 88

BASEMAP

- THE TOPOGRAPHIC BASEMAP WAS PREPARED BY S&F LAND SERVICE, DATED JUNE 1, 2026, INCLUDED IN THIS PLANS SET
- CONTRACTOR IS REQUIRED TO CALL 1-800-332-2344 (OREGON UTILITY NOTIFICATION CENTER) PRIOR TO ANY EXCAVATION.
- CONTRACTOR SHALL POTHOLE ALL UTILITY CROSSINGS BEFORE CONSTRUCTION TO REDUCE GRADE AND ALIGNMENT CONFLICTS DURING CONSTRUCTION.

GENERAL NOTES

- ATTENTION CONTRACTORS: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1897 OR 1-800-332-2344. AT LEAST TWO (2) BUSINESS DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OREGON UTILITY NOTIFICATION CENTER OF THE DATE AND LOCATION OF THE PROPOSED CONSTRUCTION, AND THE TYPE OF WORK TO BE PERFORMED.
- ALL EXISTING FACILITIES TO BE MAINTAINED IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER THAN ORIGINAL CONDITION AND TO THE SATISFACTION OF THE CITY.
- IN ACCORDANCE WITH O.R.S.209.140, IF THE CONTRACTOR FINDS IT NECESSARY TO INTERFERE WITH OR PAVE OVER ANY ESTABLISHED PUBLIC LAND SURVEY CORNER OR ITS ACCESSORIES, WITHIN THE PROJECT LIMITS, THE CONTRACTOR SHALL NOTIFY THE COUNTY SURVEYOR PRIOR TO DOING SO.
- IN ACCORDANCE WITH O.R.S.209.150, CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL SURVEY MONUMENTS DISTURBED OR DESTROYED DURING CONSTRUCTION. REPLACING THE SURVEY MONUMENTS SHALL BE DONE BY A REGISTERED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
- EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY. CONTACT UTILITY COMPANIES FOR PREMARKING. POTHOLE ALL UTILITY CROSSINGS BEFORE CONSTRUCTION TO PREVENT GRADE AND ALIGNMENT CONFLICTS.
- TECHNICAL SPECIFICATIONS FOR CONSTRUCTION ARE TO FOLLOW THE PROJECT SPECIFICATIONS IN 2018 EDITION OF THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION (ODOT/APWA) AND CITY OF WARRENTON SPECIAL PROVISIONS.
- UPON COMPLETION OF CONSTRUCTION OF THE PROJECT, CONTRACTOR TO SUBMIT RECORD DRAWINGS TO THE CITY OF WARRENTON PRIOR TO FINAL PAYMENT.

ROADWORK/SITWORK

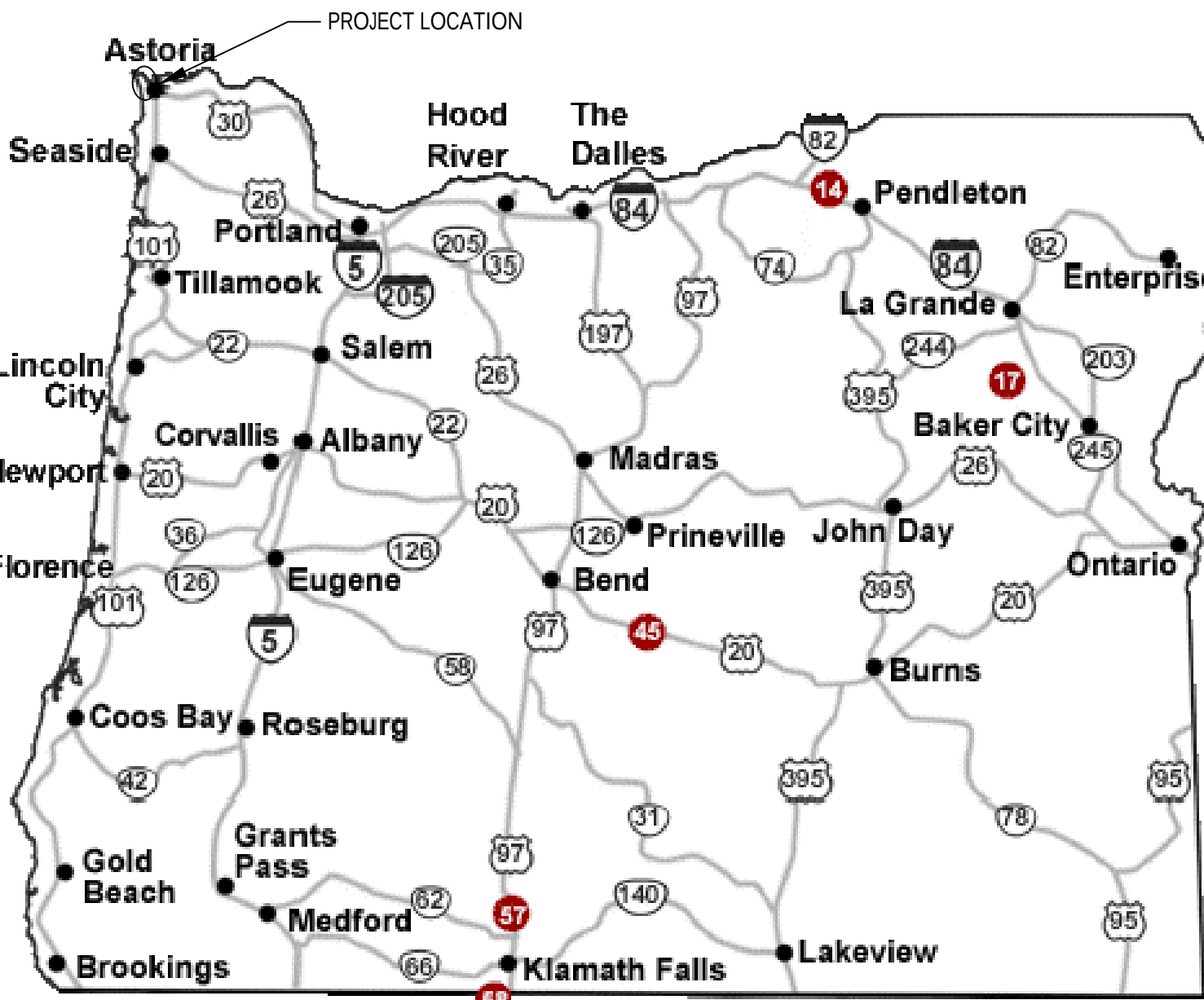
- CONTRACTOR SHALL RESTORE ALL SURFACES TO MATCH EXISTING AND ADJACENT GRADES.

SIGNAGE

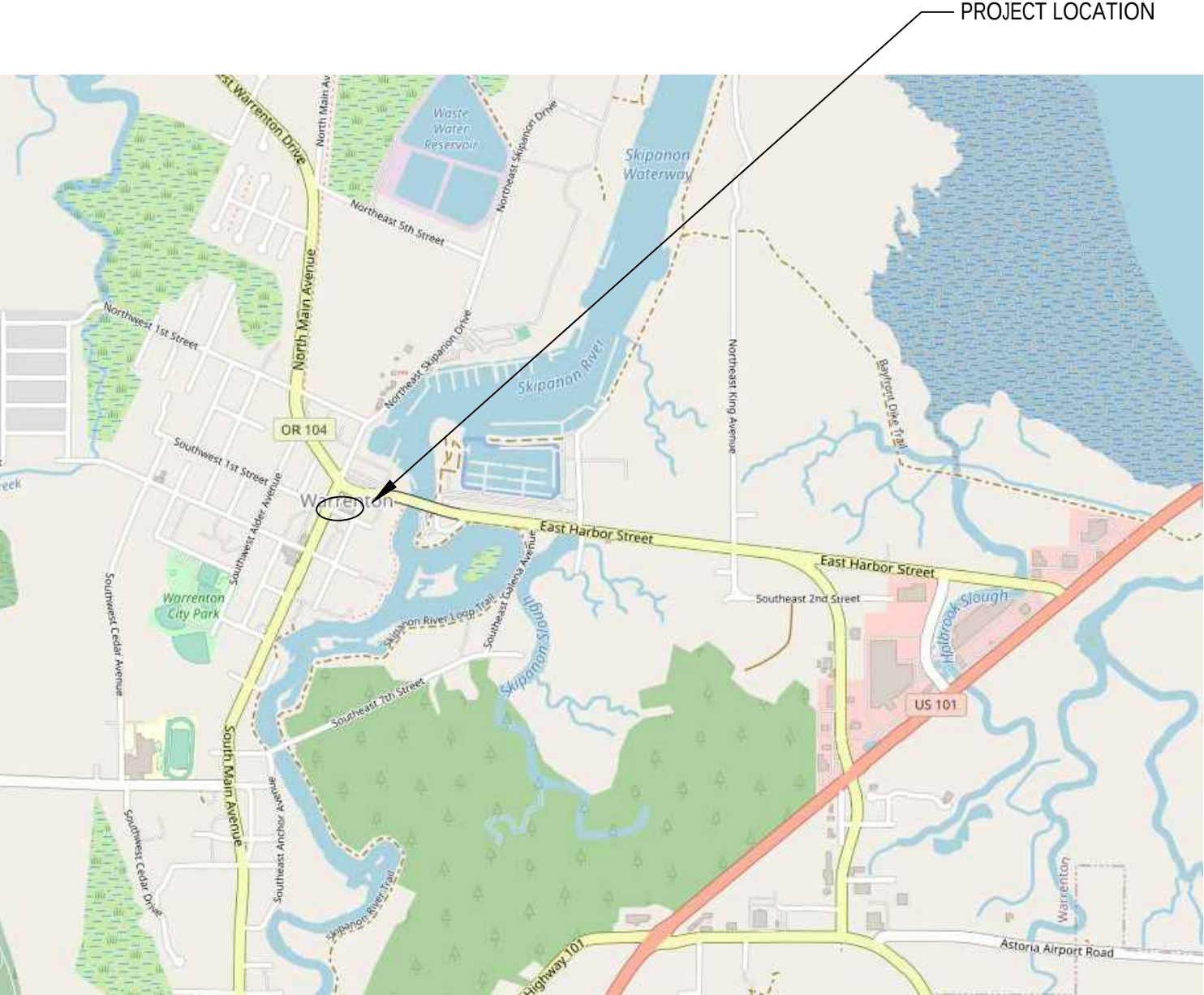
- CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, TRAFFIC CONES PER ODOT REQUIREMENTS. ACCESS TO EXISTING DRIVEWAYS AND BUSINESSES TO BE MAINTAINED AT ALL TIMES.
- CONTRACTOR SHALL NOTIFY ADJACENT BUSINESSES AND RESIDENCES OF CONSTRUCTION IMPACTS A MINIMUM OF 48 HOURS IN ADVANCE, INCLUDING DOOR HANGERS WHERE ACCESS WILL BE AFFECTED. ACCESS TO DRIVEWAYS AND BUSINESSES SHALL BE MAINTAINED AT ALL TIMES. INCIDENTAL TO THE WORK.

UTILITIES

- FOR CLARITY, OVERHEAD UTILITIES ARE NOT SHOWN.



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

LEGEND

EXISTING		NEW	
	SS		SAWCUT
	SD		NEW STORM LINE
	EXISTING SANITARY SEWER MANHOLE		NEW CATCH BASIN
	EXISTING CATCH BASIN		
ALSO SEE INCLUDED TYPOGRAPHIC SURVEY			

ATTENTION: OREGON LAW REQUIRES THE CONTRACTOR TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. THE CONTRACTOR MAY OBTAIN COPIES OF THE RULES BY CALLING THE UTILITY NOTIFICATION CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 1-800-332-2344 OR 811)

SHEET INDEX

G-1	COVER SHEET, GENERAL NOTES, VICINITY AND LOCATION MAP
G-2	PROJECT NOTES/STRUCTURE TABLE
N/A	TOPOGRAPHIC SURVEY
C-1	STORM ALIGNMENT AND PROFILE
C-2	STORM ALIGNMENT AND PROFILE
D-1	CONSTRUCTION DETAILS

ODOT STANDARD DRAWINGS
RD300, RD302, RD339, RD364, RD365, RD1010, RD1040

REVISIONS			
DATE:	MARK	DATE	DESCRIPTION
JULY 16, 2026	RCS	-	-
DESIGNED BY	RCS	-	-
DRAWN BY	RCS	-	-
CHECKED BY	RCS	-	-
SE 1ST/SE ANCHOR DRAINAGE PROJ. COVER SHEET, GENERAL NOTES VICINITY AND LOCATION MAP			
CITY OF WARRENTON			DRAWING NUMBER
RICHARD COLLIN STELZIG, PE			G-1
RICHARD.STELZIG.ENGINEERING@GMAIL.COM			503-440-2286



COMMISSION APPROVAL SET

FILE NAME:COMMISSION APROVAL SET 2026 07 19.dwg

CITY OF WARRENTON GENERAL NOTES:

1. NO PERSON SHALL DO WORK AFFECTING THE PUBLIC RIGHT-OF-WAY WITHOUT FIRST OBTAINING A PERMIT FROM THE PUBLIC WORKS DEPARTMENT. WORK AFFECTING THE RIGHT-OF-WAY INCLUDES, BUT IS NOT LIMITED TO, CONSTRUCTION, RECONSTRUCTION, GRADING, OILING, REPAIR, OPENING OR EXCAVATION OF A SIDEWALK, STREET, CURB, DRIVEWAY, CULVERT OR DITCH IN A PUBLIC RIGHT-OF-WAY, BUT DOES NOT INCLUDE THE CONSTRUCTION OF IMPROVEMENTS PERFORMED UNDER CITY CONTRACT.
2. CONSTRUCTION SHALL CONFORM TO THE OREGON SPECIFICATIONS AND STANDARD DRAWINGS FOR CONSTRUCTION AND AS REVISED BY THE CITY OF WARRENTON. ANY CONDITION NOT DESCRIBED IN THE PERMIT SHALL BE PER SUBMITTED PLANS AND TO ALL APPLICABLE REQUIREMENTS OF APWA, AWWA, DEQ, EPA, DSL, AND ODOT CONSTRUCTION STANDARDS.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION AND ARRANGE FOR THE RELOCATION OF ANY IN CONFLICT WITH THE PROPOSED CONSTRUCTION. THE LOCATIONS, DEPTH, AND DESCRIPTION OF EXISTING UTILITIES SHOWN WERE COMPILED FROM AVAILABLE RECORDS AND/OR FIELD SURVEYS. THE CITY OR UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY OF THE COMPLETENESS OF SUCH RECORDS. ADDITIONAL UTILITIES MAY EXIST WITHIN THE WORK AREA.
4. OREGON LAW REQUIRES THAT THE RULES ADOPTED BY OREGON UTILITY NOTIFICATION CENTER BE FOLLOWED. THOSE RULES ARE SET FORTH IN OAR 952-001-0090. THE CONTRACTOR IS RESPONSIBLE TO CALL 1-800-332-2344 FOR LOCATES PRIOR TO EXCAVATION. ANY DAMAGE TO CITY OR PRIVATE SERVICES SHALL BE REPAIRED BY THE CONTRACTOR WITH OWN REPAIR MATERIALS.
5. THE CONTRACTOR SHALL MAKE PROVISIONS TO KEEP ALL EXISTING UTILITIES (INCLUDING NON-LOCATABLE) IN SERVICE AND PROTECT THEM DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE NOTIFICATION OF DAMAGE TO UTILITIES AND THE REPAIR OR REPLACEMENT OF DAMAGED UTILITIES USING MATERIALS AND METHODS APPROVED BY THE UTILITY OWNER. NO SERVICE INTERRUPTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN AGREEMENT WITH THE UTILITY OWNER/PROVIDER.
6. THE CONTRACTOR SHALL POTHOLE AND VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE ALL NECESSARY FIELD MEASUREMENTS AND OTHERWISE VERIFY ALL DIMENSIONS AND EXISTING CONSTRUCTION CONDITIONS INDICATED AND OR SHOWN ON THE PLANS. SHOULD ANY ERROR OR INCONSISTENCY EXIST, THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK AFFECTED UNTIL REPORTED TO THE DESIGN ENGINEER FOR CLARIFICATION OR CORRECTION. ALL PROJECT ELEMENTS SHALL BE CONSTRUCTED PER APPROVED PROJECT DRAWINGS; SPECIFICATIONS; FEDERAL, STATE AND LOCAL PERMITS; AND PRECONSTRUCTION MEETING NOTES.
7. THE CONTRACTOR SHALL KEEP AN APPROVED SET OF PLANS ON THE PROJECT SITE AT ALL TIMES.
9. ALL DSL, DEQ, ODOT, AND OHA PERMITS AND REGULATIONS WILL BE THE RESPONSIBILITY OF THE DEVELOPER.
10. PROJECT INSPECTION ON PRIVATE PROJECTS IS THE RESPONSIBILITY OF THE DEVELOPER. THE CITY WARRENTON REQUIRES THE DESIGN ENGINEER TO MONITOR CONSTRUCTION STANDARDS AND WORKMANSHIP.
11. PROJECT PLANS SHALL ALWAYS HAVE AN ENGINEER-OF-RECORD PERFORMING THE FUNCTION OF DESIGN ENGINEER. IF THE DESIGN ENGINEER IS CHANGED DURING THE COURSE OF THE WORK, THE CITY SHALL BE NOTIFIED IN WRITING AND THE WORK SHALL BE STOPPED UNTIL THE REPLACEMENT ENGINEER HAS AGREED TO ACCEPT THE RESPONSIBILITIES OF THE DESIGN ENGINEER. THE NEW DESIGN ENGINEER SHALL PROVIDE WRITTEN NOTICE OF ACCEPTING PROJECT RESPONSIBILITY TO THE CITY WITHIN 72 HOURS OF ACCEPTING THE POSITION AS DESIGN ENGINEER.
12. INFRASTRUCTURE THROUGH NEIGHBORING PROPERTY IS ALLOWED ONLY WHEN RECORDED ACCESS EASEMENTS ARE GRANTED BY OWNERS. RECORDED EASEMENTS SHALL BE SUBMITTED TO PUBLIC WORKS PRIOR TO THE START OF THE WARRANTY PERIOD.
13. SUBDIVISION PROJECTS ARE REQUIRED TO HAVE UTILITY LOCATION PLAN.
14. ALL PUBLIC, PRIVATE AND FRANCHISE UTILITIES SHALL BE IN PLACE PRIOR TO PROJECT FINAL APPROVAL AND ACCEPTANCE, E.G. ALL STREET LIGHTS MUST BE IN AND OPERATIONAL.
15. ALL SURVEY MONUMENTS ON THE PROJECT'S SITE OR THAT MAY BE SUBJECT TO DISTURBANCE WITHIN THE CONSTRUCTION AREA, OR THE CONSTRUCTION OF ANY OFF-SITE IMPROVEMENTS SHALL BE ADEQUATELY REFERENCED AND PROTECTED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY. IF THE SURVEY MONUMENTS ARE DISTURBED, MOVED, RELOCATED, OR DESTROYED AS A RESULT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL, AT THEIR COST, RETAIN THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON TO RESTORE THE MONUMENT TO ITS ORIGINAL CONDITION AND FILE THE NECESSARY SURVEYS AS REQUIRED BY OREGON STATE LAW.
16. GRADING AND FILL/EXCAVATION PERMITS OR PRIVATE SERVICE PLUMBING PERMITS SHALL BE REQUIRED WHEN WORK IS PERFORMED ON PRIVATE PROPERTY. OWNER, ENGINEER, OR CONTRACTOR MUST CONTACT THE CITY OF WARRENTON PLANNING AND BUILDING DEPARTMENT, PRIOR TO CONSTRUCTION.
17. THE CONTRACTOR IS REQUIRED TO METER CONSTRUCTION WATER THROUGH A CITY HYDRANT WATER METER. WATER USED DURING CONSTRUCTION FOR DUST CONTROL OR OTHER PROCEDURES SHALL BE WITH A PERMIT AND FEE. CERTAIN HYDRANTS ARE AVAILABLE, PERMITS FOR CONNECTION AND FLOW ARE REQUIRED FROM THE PUBLIC WORKS DEPARTMENT, AND BACKFLOW DEVICES SHALL BE PRESENT.
18. ALL EXISTING STREETS AND SIDEWALKS TO BE CLEANED AND OR PROTECTED DAILY. CITY HAS THE RIGHT TO ENFORCE CLEANING AND SAFETY ISSUES. THE CONTRACTOR CAN BE FINED OR CHARGED FOR PUBLIC WORKS TIME AND MATERIAL. TRENCH EXCAVATION ON EXISTING ROADWAYS NEED TO BE COLD PATCHED AND KEPT SMOOTH WITH EXISTING ASPHALT AT END OF EACH DAY.
19. CONTRACTOR SHALL ERECT AND MAINTAIN TEMPORARY TRAFFIC CONTROL PER THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), PART 6, AND DEVIATIONS TO THE MUTCD AS ADOPTED AND MODIFIED BY ODOT. SHOULD WORK BE IN AN EXISTING PUBLIC RIGHT OF WAY THAT IS OPEN TO TRAFFIC, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN WITH ROW PERMIT TO APPROPRIATE CITY, COUNTY, AND STATE PERSONNEL FOR APPROVAL. APPROVALS SHALL BE OBTAINED PRIOR TO START OF WORK. ANY INSPECTION BY THE CITY, COUNTY, STATE, FEDERAL AGENCY OR DESIGN ENGINEER SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH THE APPLICABLE CODES, REGULATIONS, CITY STANDARDS AND PROJECT CONTRACT DOCUMENTS.
21. TRACER WIRE INSTALLATION SHALL BE PERFORMED IN SUCH A MANNER THAT ALLOWS PROPER ACCESS FOR CONNECTION OF LINE TRACING EQUIPMENT, PROPER LOCATING OF WIRE WITHOUT LOSS OR DETERIORATION OF LOW FREQUENCY SIGNAL, AND WITHOUT DISTORTION OF SIGNAL CAUSED BY MORE THAN ONE WIRE BEING INSTALLED IN CLOSE PROXIMITY TO ONE ANOTHER.
22. TRACER WIRE SYSTEMS MUST BE INSTALLED AS A SINGLE CONTINUOUS WIRE, EXCEPT WHERE USING APPROVED CONNECTORS. NO LOOPING OR COILING OF WIRE IS ALLOWED. ONE FOOT OF EXCESS/SLACK WIRE IS REQUIRED IN ALL TRACER WIRE ACCESS POINTS AFTER MEETING FINAL ELEVATION.
23. ALL NEW TRACER WIRE INSTALLATIONS SHALL BE LOCATED USING TYPICAL LOW FREQUENCY (512 HZ) LINE TRACING EQUIPMENT, WITNESSED BY THE DESIGN ENGINEER OR PUBLIC WORKS DEPARTMENT, PRIOR TO ACCEPTANCE OF OWNERSHIP. THIS VERIFICATION SHALL BE PERFORMED UPON COMPLETION OF ROUGH GRADING AND AGAIN PRIOR TO FINAL ACCEPTANCE OF THE PROJECT.
24. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT "REDLINE DRAWINGS" TO DESIGN ENGINEER FOR PREPARATION OF RECORD DRAWINGS. "REDLINE DRAWINGS" DOCUMENT ALL DEVIATIONS AND REVISIONS TO THE APPROVED PLANS; THEY ALSO RECORD A DESCRIPTION OF CONSTRUCTION MATERIALS ACTUALLY USED (PIPE MATERIAL, ETC.). FROM THE INFORMATION CONTAINED ON THESE REDLINE DRAWINGS, AS WELL AS ANY NOTES RECORDED BY THE DESIGN ENGINEER, THE DESIGN ENGINEER SHALL PREPARE AND SUBMIT RECORD DRAWINGS TO PUBLIC WORKS ENGINEERING DEVELOPMENT SERVICES. RECORD DRAWINGS ARE REQUIRED FOR ANY PUBLIC IMPROVEMENTS. CITY ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS ARE TIED TO THE SUBMITTAL OF THESE RECORD DRAWINGS. CAD GENERATED PLANS SHALL ALSO HAVE ELECTRONIC RECORD DRAWINGS SUBMITTED TO THE CITY IN COMPLIANCE WITH THE DIGITAL MAPPING REQUIREMENTS. COMPLY WITH SECTION 2.11 AS-BUILT DOCUMENTS OF THE CITY OF WARRENTON ENGINEERING DESIGN STANDARDS.

CITY OF WARRENTON STREET NOTES:

1. STANDARD MONOLITHICALLY POURED 6" CURB AND 18" GUTTER SECTION SHALL BE CONSTRUCTED. SUB-GRADE AASHTOT99 COMPACTION TESTS COMPLETED EVERY ONE-HUNDRED FEET WITH TEST REPORTS GIVEN TO PUBLIC WORKS.
2. THE FULL STREET SECTION SHALL HAVE A MINIMUM OF 4" ASPHALT CONCRETE IN TWO 2" LIFTS. THE TOP LAYER SHALL BE 12.5 MM (1/2") DENSE MIX FOR THE SURFACE WEARING COURSE WITH THE LOWER LIFT EITHER 19 MM (3/4") DENSE HOT MIX ASPHALT CONCRETE (HMAC) OR 12.5 MM (1/2") DENSE MIX.
3. ROADWAY STRUCTURE OF TWELVE INCHES OF 1" OR ¾" - 0" INCH COMPACTED BASE ROCK. AN ADDITIONAL 12" LAYER OF 3" COBBLE SUB-BASE WITH GEOTEXTILE LAYER MAY BE USED DURING WET WEATHER OR WINTER CONSTRUCTION PERIODS.
4. ALL CUTS IN ASPHALT PAVING, PORTLAND CEMENT PAVING, CONCRETE CURBS, GUTTERS AND SIDEWALKS SHALL BE SAW CUT AT LEAST THREE INCHES DEEP UNLESS EXCEPTED AS A CONDITION OF THE PERMIT.
5. TRENCH COMPACTION OF 1" OR ¾"- 0" BACKFILL IN PUBLIC UTILITIES. STREET SAW CUT AND RESTORATION ARE REQUIRED. TACK COATING AND SAND SEALING OF EDGES OF PAVEMENT CUT IS REQUIRED.
6. MAILBOX UNITS MOUNTED IN SIDEWALK SHALL HAVE A SWEEP PROVIDED BEHIND THE OBSTRUCTION SO THAT 4 FEET OF CLEAR PASSING DISTANCE IS MAINTAINED. LOCATION TO BE COORDINATED WITH THE UNITED STATES POST SERVICE OFFICE FOR WARRENTON.
7. NEW ADA RAMP(S) WITH TRUNCATED DOMES TEXTURE PATTERN IS REQUIRED ON ALL STREET CORNERS. THE CONTRACTOR SHALL PROVIDE THE PATTERN PANELS FOR THE RAMPS. DAMAGE TO ADA RAMPS OR SIDEWALKS DURING CONSTRUCTION OR BUILDING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR.
8. ALL STREET NAME SIGNS SHALL BE INSTALLED BY CONTRACTOR TO APWA, MUTCD AND CITY STANDARDS. SIGNS POLES MOUNTED IN GRADE, CURBS OR SIDEWALKS HAVE V-LOCK ANCHORS.
9. ALL STREET MARKINGS SUCH AS STOP BARS OR CROSSWALKS ETC., SHALL BE INSTALLED BY CONTRACTOR FOLLOWING THE MOST CURRENT ADDITION OF THE MUTCD AND BE MADE OF THERMOPLASTIC MATERIAL PER APWA STANDARDS.
10. STREETLIGHT POLES AND LUMINARIES SHALL BE INSTALLED PRIOR TO FINAL APPROVAL.
11. SIDEWALK PORTIONS TO BE (RE)CONSTRUCTED FOR FULL FRONTAGE OR WHERE BROKEN AND MISSING. TWO INCHES OF COMPACTED ¾"-0" BASE ROCK UNDER CONCRETE, WITH ¾" FIBER BOARD EXPANSION JOINT AT ENDS, DUMMY TOOL CONSTRUCTION JOINTS EVERY 5 FEET ALSO MATCHING SCORE MARKS IN ANY EXISTING ADJACENT CURB AND GUTTER. AN 8-INCH THICKNESS IN COMMERCIAL (6" RESIDENTIAL) DRIVEWAY APRONS IS REQUIRED. ALL SIDEWALK WIDTHS ARE DETERMINED BY THE STREET CLASSIFICATION. THE SIDEWALK SHALL BE A MINIMUM OF FOUR INCHES THICK AND SIX INCHES THICK AT THE DRIVEWAYS. EACH LOT SHALL HAVE A DRIVEWAY APPROACH WITH THREE-FOOT CURB TRANSITIONS WITH SIDEWALK SWEEP AROUND THE BACK OF THE ACCESS PER THE ATTACHED PLAN SET.
12. NEWLY CONSTRUCTED CURBS SHALL BE STAMPED WITH THE CAPITAL LETTER "D" FOR STORM, "S" FOR SANITARY, AND "W" FOR WATER AT THE LOCATION OF EACH UNDERGROUND SERVICE CROSSING. LETTERS SHALL BE THREE (3) INCHES IN HEIGHT AND EMBOSSED A MINIMUM OF ONE-QUARTER (1/4) INCH DEEP.

CITY OF WARRENTON STORMWATER PLAN NOTES:

1. INSTALLATION OF CURB INLETS, FIELD INLETS AND MANHOLES ARE TO CONFORM TO CITY STANDARDS. CONNECTION TO EXISTING PUBLIC SYSTEMS FROM PRIVATE CATCHMENTS SHALL BE AT OR HAVE INSTALLED CURB CATCH BASINS OR AREA INLETS WITHIN THE PUBLIC RIGHT-OF-WAY.
2. CONSTRUCTION OF INLET / OUTLET HEADWALL STRUCTURES, RIPRAP BANK STABILIZATION, BIO-FILTER SWALE AND ENERGY DISSIPATION FEATURES.
3. INSTALLATION OF STORM WATER DETENTION, FLOW AND POLLUTION CONTROL WATER QUALITY FEATURES PER APPROVED PLANS. BELOW GROUND CULVERTS, BOX, MH OR WET/DRY BASIN ETC.
4. CONSTRUCTION OF DRAINAGE DITCH TO APPROVED SLOPE & GRADE, VEGETATION ON SIDE SLOPES FOR EROSION CONTROL.
5. ROOF AND GARAGE RUNOFF DRAINAGE SHALL DRAIN TO APPROVED DRAINWAYS. APPROVED DRAINWAYS INCLUDE PUBLIC CURB AND GUTTER STREET SYSTEMS, PIPE SYSTEMS, OR ROADSIDE DITCHES. DRAINAGE GRATES ACROSS A PUBLIC SIDEWALK ARE PROHIBITED.
6. EACH LOT MAY HAVE 2 EACH 3" SCHEDULE 40 PVC WEEP HOLES INSTALLED ON EACH SIDE OF THE DRIVEWAY THROUGH THE CURB OR ACCOMMODATE RUNOFF THROUGH EASEMENT TO COLLECTION POINT WITH SPECIAL APPROVAL FROM THE PUBLIC WORKS DEPARTMENT.
7. CONTRACTOR IS RESPONSIBLE FOR, MANDREL AND TELEVISION TESTING AND INSPECTION REQUIREMENTS - SEE GENERAL SECTION.
8. STORM WATER DETENTION MAY BE REQUIRED. ENGINEERED HYDROLOGY STUDIES ARE REQUIRED PRIOR TO PERMITTING.

CITY OF WARRENTON EROSION CONTROL PLAN NOTES:

1. ALL SITES SHALL SUBMIT AN EROSION CONTROL PLAN FOR REVIEW, REGARDLESS OF SIZE. NEW DEVELOPMENTS IMPACTING AREAS OF 10,000 SQUARE FEET OR GREATER MUST OBTAIN AN EROSION CONTROL PERMIT.
2. EROSION CONTROL PLAN SHALL INCLUDE:
 - THE METHODS AND/OR FACILITIES TO BE USED TO PREVENT EROSION AND POLLUTION CREATED FROM THE DEVELOPMENT BOTH DURING AND AFTER CONSTRUCTION.
 - LIMITS OF CLEARING BY FLAGGING BOUNDARIES IN THE FIELD BEFORE STARTING SITE GRADING OR CONSTRUCTION. STAGING AREAS SHALL BE INCLUDED.
 - AN ANALYSIS OF SOURCE CONTROLS, SUCH AS DETENTION AND STORAGE DURING CONSTRUCTION AS AN ALTERNATIVE METHOD TO CONTROL EROSION FROM STORM WATER RUNOFF.
 - A DRAINAGE PLAN DURING CONSTRUCTION.
 - SHOW EXISTING CONTOURS AS WELL AS ALL SENSITIVE AREAS, CREEKS, STREAMS, WETLANDS, AND OPEN AREAS.
 - A DESCRIPTION OF HISTORIC LOCALIZED FLOODING PROBLEMS RESULTING FROM SURFACE WATER RUNOFF, FEMA OR FLOODING PROBLEMS KNOWN TO THE COMMUNITY OR THE CITY.
3. EROSION CONTROL PLAN SHALL INCLUDE A SCHEDULE FOR IMPLEMENTATION OF EROSION MEASURES. THE SCHEDULE SHALL INCLUDE:
 - MEASURES TO COVER BARE SOIL WITHIN 14 DAYS FOLLOWING FINAL GRADING.
 - IMPLEMENTATION OF WET WEATHER MEASURES BETWEEN OCTOBER 1ST AND APRIL 30TH, UNLESS OTHERWISE APPROVED BY THE CITY.
 - ON SITES WHERE VEGETATION AND GROUND COVER HAVE BEEN REMOVED, CITY APPROVED GROUND COVER SHALL BE RE-ESTABLISHED BY SEEDING AND MULCHING ON OR BEFORE SEPTEMBER 1ST WITH THE GROUND COVER ESTABLISHED BY OCTOBER 15TH. AS AN ALTERNATIVE TO SEEDING AND MULCHING, OR IF GROUND COVER IS NOT ESTABLISHED BY OCTOBER 15TH, THE OPEN AREAS SHALL BE PROTECTED THROUGH THE WET SEASON WITH STRAW MULCH, EROSION BLANKETS, OR OTHER APPROVED METHODS, WHERE APPROPRIATE, WITH LONG TERM MAINTENANCE PLAN.
4. WATER CONTAINING SEDIMENT SHALL NOT BE DISCHARGED INTO THE SURFACE WATER MANAGEMENT SYSTEM, WETLANDS OR STREAMS WITHOUT FIRST PASSING THROUGH AN APPROVED SEDIMENT FILTERING FACILITY OR DEVICE. DISCHARGE FROM TEMPORARY SEDIMENTATION PONDS OR DETENTION FACILITIES USED FOR SEDIMENTATION DURING CONSTRUCTION SHALL BE CONSTRUCTED TO CITY STANDARDS TO PROVIDE ADEQUATE SEDIMENT FILTRATION.
5. A SITE-SPECIFIC PLAN PREPARED BY A REGISTERED PROFESSIONAL ENGINEER SHALL BE REQUIRED AND ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED FOR SITES HAVING ONE OR MORE OF THE FOLLOWING CHARACTERISTICS:
 - SITES GREATER THAN FIVE (5) ACRES DISTURBED;
 - SITES WITH SLOPES GREATER THAN 15 PERCENT ON ANY PORTION OF THE SITE;
 - SITES WITH HIGHLY ERODIBLE SOILS;
 - SITES ADJACENT TO SENSITIVE AREAS;
 - SITES WHERE GRADING AND CLEARING ACTIVITIES ARE LIKELY BETWEEN OCTOBER 1ST AND APRIL 30TH
6. ADDITIONAL EROSION CONTROL MEASURES MAY INCLUDE ONE OR MORE OF THE FOLLOWING:
 - LIMITED AREA CLEARED AT ANY ONE TIME;
 - ADDITIONAL DRAINAGE REQUIREMENTS DURING CONSTRUCTION;
 - FILTERING OR TREATMENT OF RUNOFF;
 - ADDITIONAL WATER QUALITY;
 - ADDITIONAL EROSION CONTROL TO COVER PORTIONS OF THE SITE;
 - MAINTAINING A VEGETATED BUFFER STRIP BETWEEN SITE AND SENSITIVE AREA;
 - ADDITIONAL FACILITIES TO REDUCE VOLUME AND VELOCITY OF WATER RUNOFF;
 - IF THERE ARE NO WORKABLE ALTERNATIVES, LIMIT CLEARING AND GRADING IN SOME AREAS BETWEEN OCTOBER 1ST AND APRIL 30TH.
7. ALL DISTURBED LAND AREAS THAT SHALL REMAIN UNWORKED FOR 14 DAYS OR MORE SHALL BE PHYSICALLY COVERED IN THE WET WEATHER SEASON
8. SITE CLEANUP AND DEBRIS REMOVAL. CONTRACTOR TO REMOVE EXCESSIVE SOIL AND DEBRIS DEPOSITED ONTO STREETS OR INTO THE CITY STORM DRAINAGE SYSTEM. STREET CLEANUP ON STREETS EVERY DAY AND UPON COMPLETION OF WORK OR AS REQUIRED BY THE CITY.
9. DUST CONTROL ON STREETS ACCESSIBLE AND USED BY RESIDENTS IS REQUIRED.
10. MINIMUM EROSION CONTROL MEASURES SHALL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING. SEDIMENT FENCES ALONG THE DOWNGRADE SLOPE OF THE PROJECT PERIMETER. FILTER BAGS AT CATCH BASIN INLETS. STREET CLEANING OF DEBRIS OR MATERIAL DROPPED IN TRANSIT. INSTALLATION OF WATER QUALITY EROSION CONTROL BMP'S PER PROJECT PLANS.

STRUCTURE TABLE		
STRUCTURE NAME	DETAILS	STA/OFFSET NORTHING/EASTING
EX CB A1	RIM = 8.93' INV IN = 7.47' (NE) 8" INV OUT = 7.15' (SW) 8"	1+52.6, 46.64(R) 929139.4 7334832.8
EX CB B1	RIM = 8.98' INV IN = 7.11' (SE) 6" INV IN = 6.98' (NW) 8" INV OUT = 7.21' (S) 10"	2+69.0, 6.25(R) 929152.9 7334702.0
EX CB C2	RIM = 9.62' INV IN = 8.59' (S) 6" INV OUT = 8.26' (W) 10"	5+43.9, -5.59(L) 928900.8 7334590.9
EX CB C4	RIM = 9.76' INV OUT = 5.89' (E) 6"	5+66.0, 28.57(R) 928905.2 7334546.8
EX MH DA-300-05	RIM = 9.88' INV IN = 3.10' (SE) 10" PVC INV IN = 5.80' (NE) 6" PVC INV OUT = 3.02' (SW) 10" Reinforced Concrete Pipe	2+63.8, 10.38(R) 929157.0 7334716.9
EX MH DA-300-06	RIM = 9.26' INV IN = 3.66' (SE) 8" PVC INV IN = 3.76' (NE) 6" PVC INV IN = 3.61' (SW) 10" PVC INV OUT = 3.56' (NW) 10" PVC	1+13.6, 12.95(R) 929088.6 7334851.6
EX MH DA-300-07	RIM = 8.97' INV IN = 5.37' (E) 6" PVC INV OUT = 4.44' (NW) 8" PVC	???; ???(???) 928970.4 7335088.5
CB NEW A1	RIM = 9.34' INV IN = 6.68' (NW) 12" PVC INV OUT = 6.68' (E) 12" PVC	1+07.2, 0.02(R) 929074.3 7334850.4
CB NEW B2	RIM = 9.15' INV IN = 7.11' (SE) 8" INV OUT = 7.11' (NW) 6" INV OUT = 7.11' (SW) 12" PVC	2+69.0, 0.05(R) 929150.1 7334707.6
CB NEW C1	RIM = 9.94' INV IN = 6.45' (NE) 12" PVC INV OUT = 6.45' (NW) 12" PVC	5+57.3, 0.02(R) 928891.9 7334579.5
CB REPLACE A2	RIM = 9.33' INV IN = 6.63' (NE) 8" INV OUT = 6.76' (NW) 8" INV OUT = 6.86' (SE) 12" PVC	1+52.6, 0.00Q 929097.9 7334811.7
CB REPLACE C1	RIM = 8.41' INV IN = 7.30' (NW) 4" INV IN = 5.02' (SE) 4"	3+58.2, 8.27(R) 929073.3 7334661.3
CB REPLACE C3	RIM = 10.69' INV IN = 6.44' (NE) 15" INV IN = 7.28' (E) 10" INV IN = 7.25' (W) 6" INV IN = 6.44' (SE) 12" PVC INV OUT = 6.44' (SW) 15"	5+64.0, 0.02(R) 928894.8 7334573.4



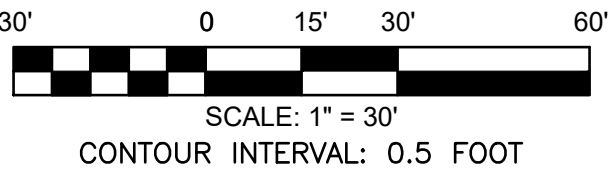
RENEWS: JUNE 30, 2028

COMMISSION APPROVAL SET

FILE NAME:COMMISSION APPROVAL SET 2026 07 19.dwg

REVISIONS			
DATE: JULY 16, 2026	MARK	DATE	DESCRIPTION
DESIGNED BY	RCS	-	-
DRAWN BY	RCS		
CHECKED BY	RCS		
SE 1ST/SE ANCHOR DRAINAGE PROJ. PROJECT NOTES STRUCTURE TABLE			
CITY OF WARRENTON			DRAWING NUMBER
RICHARD COLLIN STELZIG, PE			G-2
RICHARD.STELZIG.ENGINEERING@GMAIL.COM			
			503-440-2286

TOPOGRAPHIC SURVEY



HORIZONTAL DATUM (BASIS OF BEARINGS):

OREGON STATE PLANE COORDINATE SYSTEM NORTH ZONE, NAD83 (2011), BASED ON GPS OBSERVATIONS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES, INTERNATIONAL FEET, SCALED ABOUT CONTROL POINT NO. 2 BY A COMBINED FACTOR OF 0.9999506846.

VERTICAL DATUM:

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON GPS OBSERVATIONS.

CONTOUR INTERVAL: 0.5 FOOT

PROCEDURE/EQUIPMENT:

FIELDWORK PERFORMED MAY 15, 2026. REAL-TIME KINEMATIC (RTK) GNSS OBSERVATIONS DATA WAS COLLECTED UTILIZING A MULTI-RECEIVER CONFIGURATION CONSISTING OF A TRIMBLE R10 GNSS RECEIVER (SN: 0053) AS THE INITIAL BASE AND A TRIMBLE R12I GNSS RECEIVER (SN: 0178) AS THE ROVER. CONVENTIONAL TRAVERSE AND TOPOGRAPHIC DATA WAS COLLECTED UTILIZING A TRIMBLE S5 ROBOTIC TOTAL STATION (RTS) SURVEY SYSTEM, CONTROLLED VIA A TRIMBLE TSC7 DATA COLLECTOR. ALL FIELD OBSERVATIONS WERE ADJUSTED USING THE LEAST SQUARES METHOD IN TRIMBLE BUSINESS CENTER (TBC). THE RESULTING RELATIVE ACCURACY IS IN CONFORMANCE WITH THE PRINCIPLES STATED IN O.R.S. 92.050. DATA WAS REDUCED TO GROUND MEASUREMENTS. SEE "HORIZONTAL DATUM" FOR SCALE FACTOR AND COORDINATE SYSTEM DETAILS.

NOTES:

- 1 FIELD WORK WAS COMPLETED ON MAY 15, 2026.
- 2 THE LOCATION OF EXISTING UNDERGROUND UTILITY FACILITIES SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS BETWEEN UTILITY STRUCTURES AND LOCATE MARKS REQUESTED FOR THIS SURVEY PER ONE CALL PUBLIC LOCATE TICKET 26147841 AND 26147842. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES BY THE RESPECTIVE UTILITY OWNERS/BUILDERS, NOR FOR THE EXISTENCE OF BURIED OBJECTS WHICH WERE NOT DELINEATED BY SAID UTILITY OWNERS/BUILDERS. PER S&F LAND SERVICES STANDARDS POLICIES, STAFF ARE PROHIBITED FROM ENTERING ALL CONFINED SPACES AS DEFINED BY OSHA, THUS, INFORMATION SHOWN HEREON IS SUBJECT TO AN UNCERTAINTY IN ACCURACY DEPENDING ON DEPTH, SIZE, FLOW, AND CONSTRUCTION OF MANHOLES.THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITY LINES BETWEEN STRUCTURES. ALL UTILITY LOCATIONS SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
- 3 EXISTING TAX LOT PARCEL AND RIGHT-OF-WAY LINES SHOWN HEREON ARE FROM COUNTY GIS INFORMATION, ARE FOR INFORMATIONAL PURPOSES ONLY, AND DO NOT REPRESENT AN ACTUAL BOUNDARY RESOLUTION. NO BOUNDARY SURVEY OR FIELD INVESTIGATION WAS PERFORMED FOR THESE SPECIFIC TRACKS FOR THIS PROJECT.
- 4 THIS MAP AND THE RESULTING CONTOURS ARE INTENDED TO COMPLY WITH NATIONAL MAP ACCURACY STANDARDS (NMAS). VERTICAL ACCURACY AS APPLIED TO CONTOUR MAPS SHALL BE SUCH THAT NOT MORE THAN 10 PERCENT OF THE ELEVATIONS TESTED SHALL BE IN ERROR BY MORE THAN ONE-HALF OF THE CONTOUR INTERVAL (EXCLUDING DENSE VEGETATION OR OBSCURED GROUND AREAS).

LEGEND:

CONTROL HUB & TACK

CONTROL MAGNAIL/PK NAIL

CONTROL NAIL & WASHER

BOLLARD

SIGN SITE

COMMUNICATION MANHOLE

FENCE GATE POST

GAS VALVE

GAS RISER

GAS METER

IRRIGATION CONTROL VALVE

GUY ANCHOR

POWER METER

POWER POLE W/LIGHT

POWER/UTILITY POLE

SANITARY SEWER CLEAN OUT

SANITARY MANHOLE

STORM CATCH BASIN

WATER SPIGOT

WATER METER

WATER VALVE

TREE CONIFER

TREE DECIDUOUS

COUNTY GIS PARCEL/ROW LINE (INFORMATIONAL ONLY)

BUILDING OVERHANG

TOP OF SLOPE

TOE OF SLOPE

FLOW LINE CURB

STANDARD CURB

FENCE

EDGE OF ASPHALT

GAS

OVERHEAD POWER

SANITARY SEWER

STORM SEWER

WATER

WATER(PER GIS)

WALL-TOP

WALL-TOE

BUILDING

CONCRETE

GRAVEL

CONTROL POINTS TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	929095.80	7334815.41	9.91	SET NAIL W/WASHER "S&F LANDS CONTROL"
2	929162.56	7334704.01	9.92	SET NAIL W/WASHER "S&F LANDS CONTROL"
3	928996.79	7334647.43	12.04	SET HUB AND TACK
4	929060.01	7334679.62	9.70	SET 60D NAIL
5	928862.54	7334571.51	9.89	SET PK NAIL
10	929081.63	7334971.11	9.59	SET 60D NAIL

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BEND, OR 97703
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DATE	JOB NO.	FIELD	DRAWN	CHECKED
JUNE 10, 2026	2026-G032-14	EH/MD	JM	JW

SURVEY FOR:

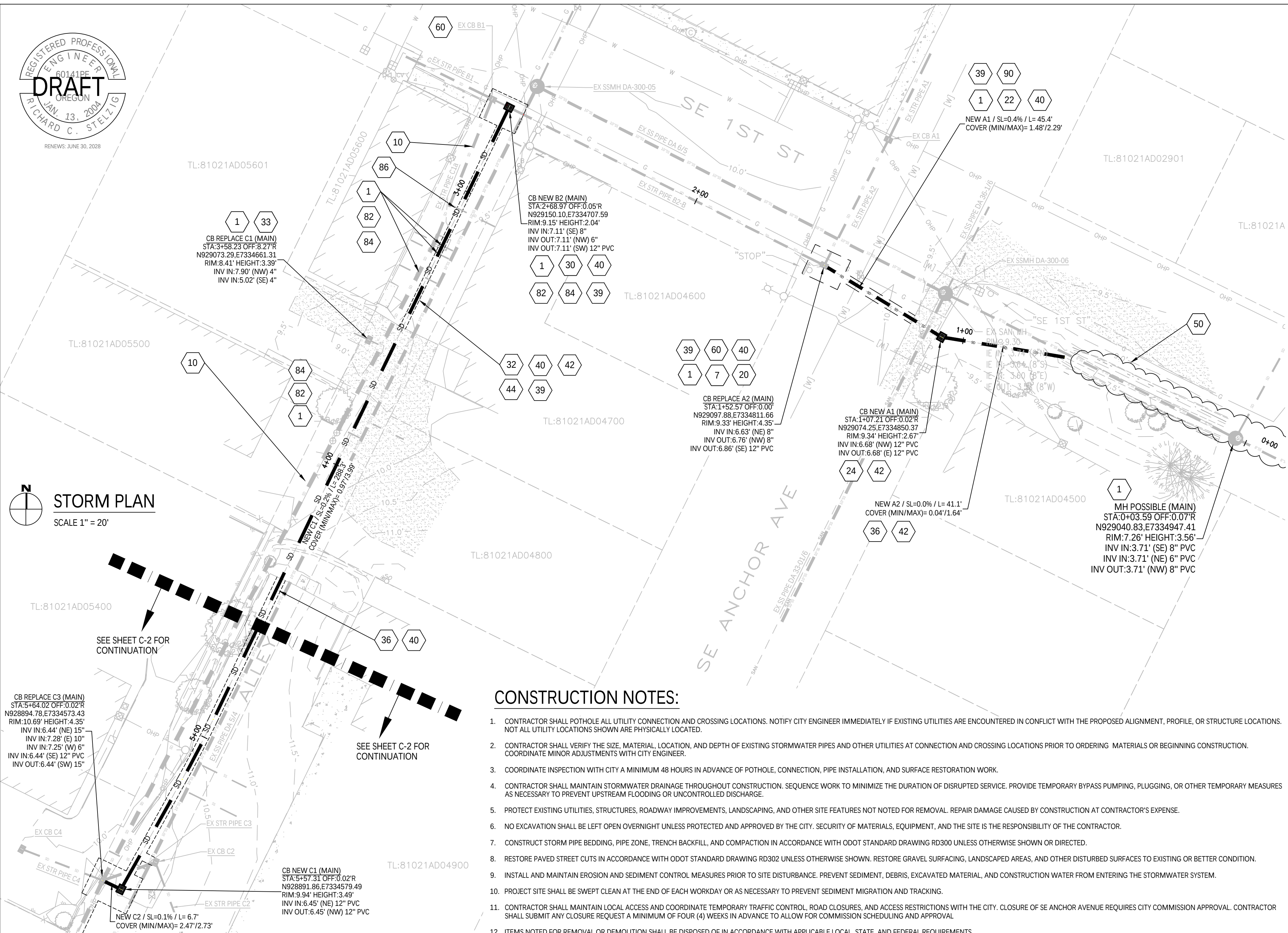
THE CITY OF
WARRENTON

SE 1/4, NE 1/4, SEC. 21,
TWP. 8N., RGE. 10W., W.M.
CITY OF WARRENTON
CLATSOP COUNTY
OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
SEPTEMBER 10, 2019
JACK L. WHITE II
91987PLS

RENEWS 6/30/26



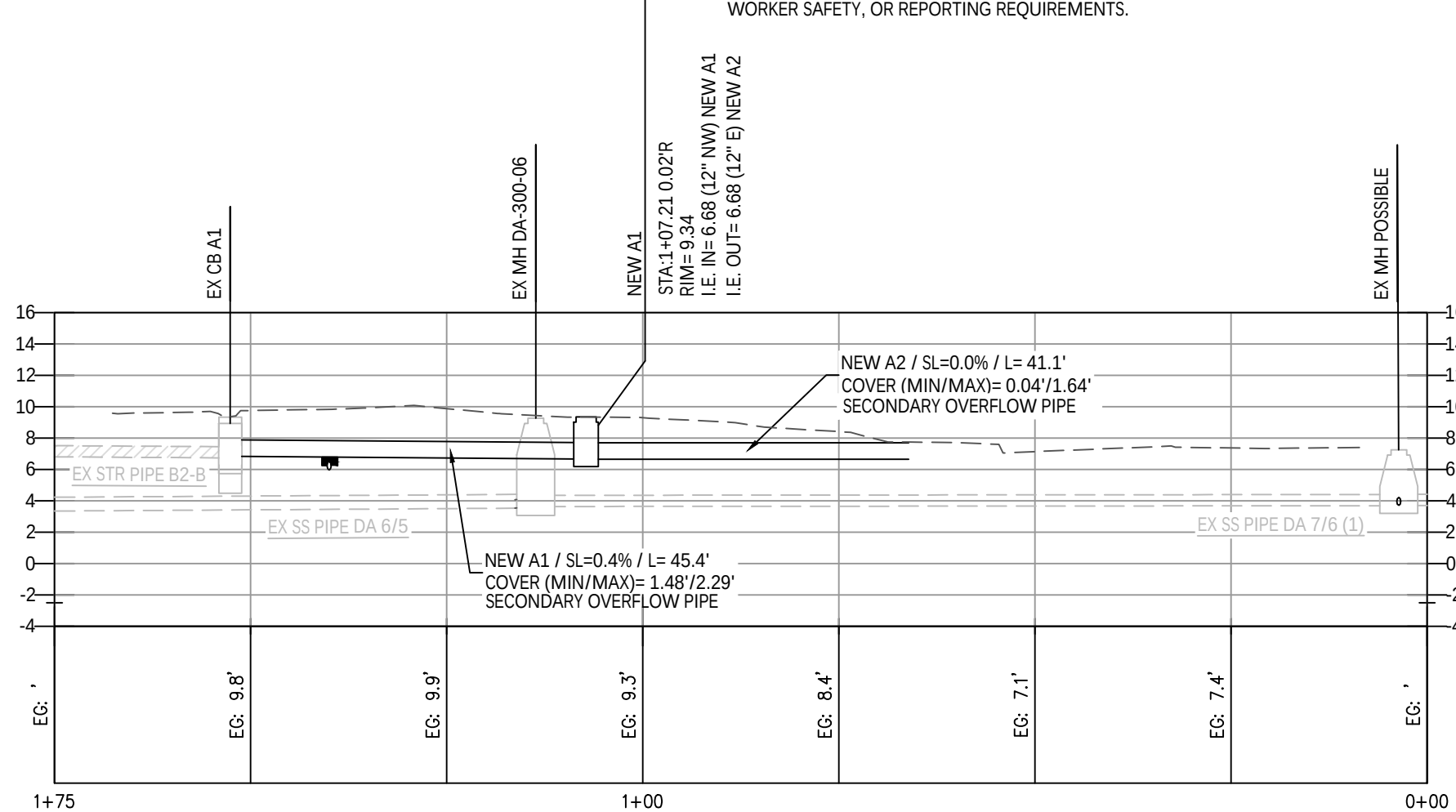
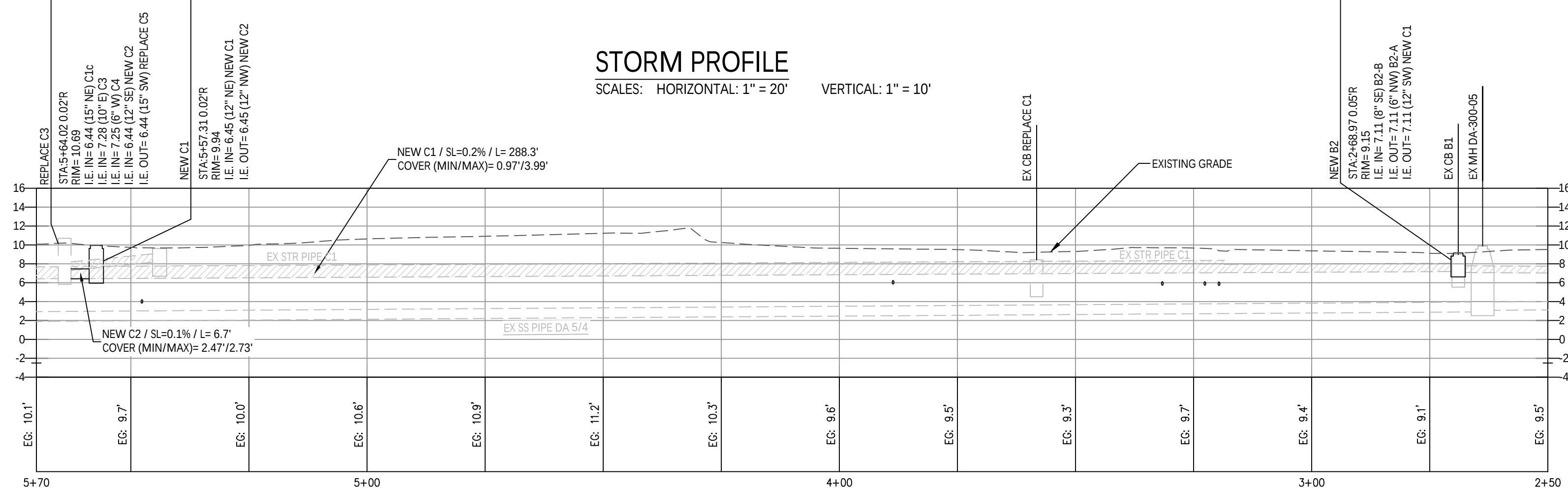
STORM PLAN
SCALE 1" = 20'

CONSTRUCTION NOTES:

- CONTRACTOR SHALL POTHOLE ALL UTILITY CONNECTION AND CROSSING LOCATIONS. NOTIFY CITY ENGINEER IMMEDIATELY IF EXISTING UTILITIES ARE ENCOUNTERED IN CONFLICT WITH THE PROPOSED ALIGNMENT, PROFILE, OR STRUCTURE LOCATIONS. NOT ALL UTILITY LOCATIONS SHOWN ARE PHYSICALLY LOCATED.
- CONTRACTOR SHALL VERIFY THE SIZE, MATERIAL, LOCATION, AND DEPTH OF EXISTING STORMWATER PIPES AND OTHER UTILITIES AT CONNECTION AND CROSSING LOCATIONS PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION. COORDINATE MINOR ADJUSTMENTS WITH CITY ENGINEER.
- COORDINATE INSPECTION WITH CITY A MINIMUM 48 HOURS IN ADVANCE OF POTHOLE, CONNECTION, PIPE INSTALLATION, AND SURFACE RESTORATION WORK.
- CONTRACTOR SHALL MAINTAIN STORMWATER DRAINAGE THROUGHOUT CONSTRUCTION. SEQUENCE WORK TO MINIMIZE THE DURATION OF DISRUPTED SERVICE. PROVIDE TEMPORARY BYPASS PUMPING, PLUGGING, OR OTHER TEMPORARY MEASURES AS NECESSARY TO PREVENT UPSTREAM FLOODING OR UNCONTROLLED DISCHARGE.
- PROTECT EXISTING UTILITIES, STRUCTURES, ROADWAY IMPROVEMENTS, LANDSCAPING, AND OTHER SITE FEATURES NOT NOTED FOR REMOVAL. REPAIR DAMAGE CAUSED BY CONSTRUCTION AT CONTRACTOR'S EXPENSE.
- NO EXCAVATION SHALL BE LEFT OPEN OVERNIGHT UNLESS PROTECTED AND APPROVED BY THE CITY. SECURITY OF MATERIALS, EQUIPMENT, AND THE SITE IS THE RESPONSIBILITY OF THE CONTRACTOR.
- CONSTRUCT STORM PIPE BEDDING, PIPE ZONE, TRENCH BACKFILL, AND COMPACTION IN ACCORDANCE WITH ODOT STANDARD DRAWING RD300 UNLESS OTHERWISE SHOWN OR DIRECTED.
- RESTORE PAVED STREET CUTS IN ACCORDANCE WITH ODOT STANDARD DRAWING RD302 UNLESS OTHERWISE SHOWN. RESTORE GRAVEL SURFACING, LANDSCAPED AREAS, AND OTHER DISTURBED SURFACES TO EXISTING OR BETTER CONDITION.
- INSTALL AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE. PREVENT SEDIMENT, DEBRIS, EXCAVATED MATERIAL, AND CONSTRUCTION WATER FROM ENTERING THE STORMWATER SYSTEM.
- PROJECT SITE SHALL BE SWEEP CLEAN AT THE END OF EACH WORKDAY OR AS NECESSARY TO PREVENT SEDIMENT MIGRATION AND TRACKING.
- CONTRACTOR SHALL MAINTAIN LOCAL ACCESS AND COORDINATE TEMPORARY TRAFFIC CONTROL, ROAD CLOSURES, AND ACCESS RESTRICTIONS WITH THE CITY. CLOSURE OF SE ANCHOR AVENUE REQUIRES CITY COMMISSION APPROVAL. CONTRACTOR SHALL SUBMIT ANY CLOSURE REQUEST A MINIMUM OF FOUR (4) WEEKS IN ADVANCE TO ALLOW FOR COMMISSION SCHEDULING AND APPROVAL.
- ITEMS NOTED FOR REMOVAL OR DEMOLITION SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.

STORM PROFILE

SCALES: HORIZONTAL: 1" = 20' VERTICAL: 1" = 10'



KEYNOTES:

NO.	DESCRIPTION	DETAIL / STANDARD DRAWING
1	POTHOLE EXISTING UTILITY TO DETERMINE SIZE, MATERIAL, LOCATION, AND DEPTH. SUBMIT RESULTS TO ENGINEER PRIOR TO ORDERING PIPE, STRUCTURES, OR BEGINNING STORM PIPE INSTALLATION.	-
7	POTHOLE EXISTING GAS LINE AT CB A2 PRIOR TO ORDERING STRUCTURE. VERIFY ADEQUATE SEPARATION BETWEEN PROPOSED CATCH BASIN, PIPE CONNECTIONS, AND EXISTING GAS LINE.	-
10	ABANDON EXISTING STORMWATER PIPE SEGMENT IN PLACE. CAP OR PLUG EACH END OF THE ABANDONED PIPE AT THE NEW UPSTREAM (EX CB B1) AND DOWNSTREAM RECONNECTION STRUCTURES (CB REPLACE C3).	-
20	REMOVE EXISTING VERTICAL 12-INCH CONCRETE PIPE CATCH BASIN AND CONSTRUCT NEW ODOT TYPE G-2 CATCH BASIN CB A2. PROVIDE PIPE STUBS, WATERTIGHT COUPLINGS, AND PIPE-TO-STRUCTURE CONNECTIONS AS REQUIRED TO CONNECT TO EXISTING AND PROPOSED PIPES.	SHEET D-1; ODOT RD339, 364, 365
22	CONSTRUCT NEW 12-INCH C900 PVC DR18 STORM PIPE ACROSS SE ANCHOR AVENUE. POTHOLE AND PROTECT EXISTING WATER MAIN, SANITARY SEWER MAIN, GAS MAIN, AND OTHER UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IF REQUIRED CLEARANCES CANNOT BE PROVIDED.	SHEET D-1; ODOT RD300; ODOT RD302
24	CONSTRUCT ODOT TYPE G-2 CATCH BASIN	SHEET D-1; ODOT RD339, 364, 365
30	CONSTRUCT NEW ODOT TYPE G-2 INLINE CATCH BASIN ON EXISTING STORMWATER PIPE. CUT AND REMOVE ONLY THE LENGTH OF EXISTING PIPE NECESSARY TO INSTALL THE NEW STRUCTURE. PROVIDE NEW PIPE STUBS AND APPROVED WATERTIGHT COUPLINGS SUITABLE FOR EXISTING AND PROPOSED PIPE MATERIALS.	SHEET D-1; ODOT RD339, 364, 365
32	CONSTRUCT NEW 12-INCH C900 PVC DR18 STORM PIPE. SEE SPECIAL NOTES FOR POTENTIALLY CONTAMINATED SOIL, SEDIMENT, AND WATER.	SHEET D-1; ODOT RD300; ODOT RD302
33	FIELD VERIFY EXISTING AREA DRAIN CONNECTION, PIPE SIZE, MATERIAL, LOCATION, AND INVERT. REMOVE THE EXISTING SHALLOW DRAINAGE INLET. PROVIDE A NEW SHALLOW BOX AND GRATE OF SIMILAR SIZE AND CONFIGURATION. MINIMIZE EXCAVATION AND DISTURBANCE IN THIS AREA. PERMANENTLY CAP OR PLUG THE EXISTING 4-INCH VERTICAL CONNECTION TO THE EXISTING STORM DRAIN WITH A WATERTIGHT CAP AND PLUG. CONNECT EXISTING AREA DRAIN TO NEW STORM MAIN WITH 4-INCH C900 PVC, MANUFACTURED TEE, AND APPROVED COUPLINGS. MAINTAIN POSITIVE DRAINAGE TO NEW STORM MAIN.	-
36	CONSTRUCT NEW 12-INCH C900 PVC DR18 STORM PIPE	SHEET D-1; ODOT RD300; ODOT RD302
39	SAWCUT EXISTING ASPHALT PAVEMENT FULL DEPTH ALONG NEAT. STRAIGHT LINES PRIOR TO PAVEMENT REMOVAL OR TRENCH EXCAVATION. PROTECT PAVEMENT TO REMAIN. RE-SAWCUT OR TRIM DAMAGED OR RAVELED EDGES TO SOUND PAVEMENT PRIOR TO FINAL RESTORATION.	SHEET D-1; ODOT RD302
40	RESTORE ASPHALT PAVEMENT DISTURBED BY CONSTRUCTION.	SHEET D-1; ODOT RD302
42	RESTORE GRAVEL SURFACING AND LANDSCAPED AREAS DISTURBED BY CONSTRUCTION TO EXISTING OR BETTER CONDITION.	-
44	PROVIDE CDF/CLSM BACKFILL TO SUBGRADE WHERE COVER OVER 12-INCH C900 PVC DR18 STORM PIPE IS LESS THAN 1.25 FEET TO FINISH GRADE. NOTIFY ENGINEER PRIOR TO PIPE INSTALLATION.	-
50	REGRADE EXISTING LOW AREA TO FORM DRAINAGE SWALE. CLEAN AND REGRADE THE EXISTING LOW AREA TO FORM A SHALLOW SWALE WITH A 2-FOOT BOTTOM WIDTH AND 2:1 SIDE SLOPES. WITH THE INVERT GRADED TO THE NEW PIPE ELEVATION. REMOVE AND DISPOSE OF EXCAVATED MATERIAL, VEGETATION, AND DEBRIS. SEED AND STRAW MULCH ALL DISTURBED AREAS. APPROX. VOLUME: 20 CUBIC YARDS, AREA: 1,000 SQFT	-
60	INSTALL AND MAINTAIN INLET PROTECTION UNTIL DISTURBED AREAS HAVE BEEN STABILIZED.	SHEET D-1; ODOT RD1010
80	POTENTIAL CONTAMINATION AREA. SEE SPECIAL NOTES FOR POTENTIALLY CONTAMINATED SOIL, SEDIMENT, AND WATER. STA 2+70 TO STA 4+00	CONTAMINATION NOTES
82	WITHIN THE POTENTIAL CONTAMINATION AREA, HYDRO-VAC POTHOLING SHALL NOT BE USED UNLESS THE CONTRACTOR PROVIDES A PLAN ACCEPTABLE TO ENGINEER FOR CONTAINMENT, CHARACTERIZATION, AND DISPOSAL OF GENERATED SLURRY AND WATER.	CONTAMINATION NOTES
84	IF SUSPECT MATERIAL IS ENCOUNTERED DURING POTHOLING, STOP EXCAVATION AT THAT LOCATION, SECURE THE POTHOLE, DOCUMENT THE LOCATION AND DEPTH, AND NOTIFY THE CITY AND ENGINEER. SUSPECT SOIL MAY BE RETURNED TO THE SAME POTHOLE LOCATION ONLY IF DIRECTED BY ENGINEER.	CONTAMINATION NOTES
86	APPROX. LOCATION OF EXISTING 4" FLOOR DRAIN LATERAL FROM ADJACENT PROPERTY. CONTRACTOR SHALL LOCATE/TRACE THE LATERAL, COORDINATING WITH CITY AND PROPERTY OWNER FOR ANY PRIVATE PROPERTY ACCESS. WHERE IT CROSSES THE NEW ALIGNMENT, CUT AND REMOVE THE MINIMUM LENGTH REQUIRED, CAP THE REMAINING ENDS, AND HANDLE/DISPOSE OF REMOVED PIPE AND SURROUNDING SOIL AS POTENTIALLY CONTAMINATED PER CONTAMINATION NOTES AND THE BID SCHEDULE. DO NOT DISTURB BEYOND THE LIMITS REQUIRED TO COMPLETE THE CROSSING.	CONTAMINATION NOTES
90	EXISTING WATER MAIN CROSSING. NEW STORM PIPE CROSSES ABOVE THE EXISTING WATER MAIN WITH APPROXIMATELY 6 INCHES OF VERTICAL SEPARATION. NOTIFY THE ENGINEER IF THE ACTUAL SEPARATION DIFFERS FROM THAT SHOWN. PLACE CDF/CLSM FROM THE SPRINGLINE OF THE EXISTING WATER MAIN TO THE BOTTOM OF THE NEW STORM PIPE. FULL TRENCH WIDTH, EXTENDING A MINIMUM OF 2 FEET EACH SIDE OF THE WATER MAIN, TO SUPPORT THE NEW STORM PIPE AND PROTECT THE WATER MAIN. PROTECT THE EXISTING WATER MAIN IN PLACE AND COORDINATE ANY SHUTDOWN WITH THE CITY WATER DEPARTMENT.	-

CONTAMINATION NOTES:

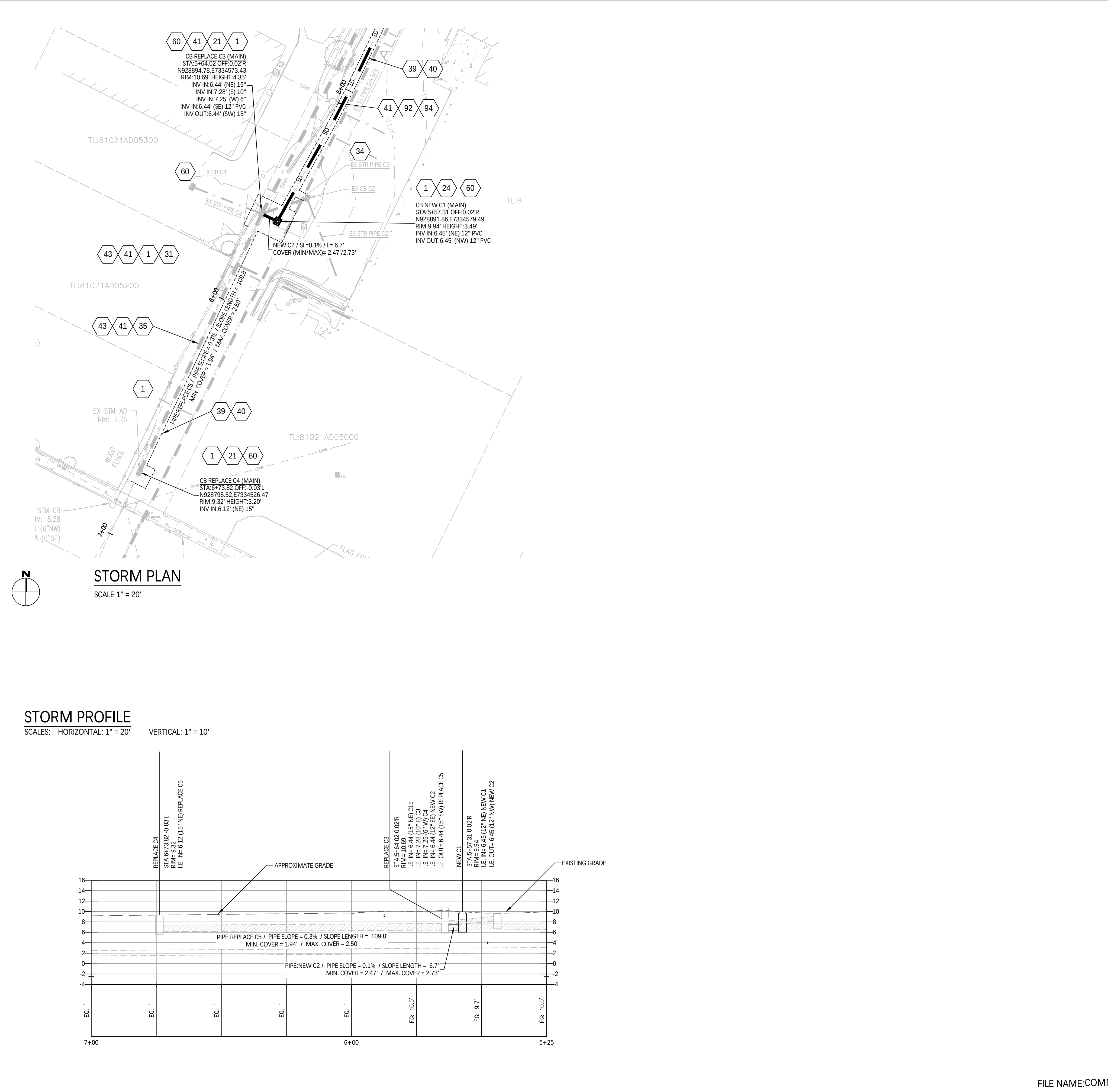
- THESE NOTES APPLY TO ALL PROJECT WORK, INCLUDING POTHOLING, TRENCH EXCAVATION, STRUCTURE INSTALLATION, PIPE CONNECTIONS, PIPE ABANDONMENT, SURFACE RESTORATION, MATERIAL HANDLING, AND WATER MANAGEMENT. PETROLEUM-IMPACTED OR OTHERWISE CONTAMINATED SOIL, SEDIMENT, PIPE CONTENTS, OR WATER MAY BE PRESENT IN THE VICINITY OF THE EXISTING STORMWATER PIPE BETWEEN APPROXIMATELY STA. 2+70 AND STA. 4+00. THE EXTENT AND CHARACTERISTICS OF POTENTIAL IMPACTS ARE UNKNOWN.
- CONTRACTOR SHALL SUBMIT A CONTAMINATED MATERIAL HANDLING PLAN PRIOR TO CONSTRUCTION. THE PLAN SHALL DESCRIBE PROCEDURES FOR RECOGNIZING SUSPECT SOIL, SEDIMENT, PIPE CONTENTS, OR WATER; STOP-WORK AND NOTIFICATION; POTHOLING METHODS; TEMPORARY CONTAINMENT; SAMPLING AND TESTING; DISPOSAL FACILITY COORDINATION; TRANSPORT; DOCUMENTATION; AND WORKER PROTECTION.
 - CONTRACTOR SHALL LIMIT DISTURBANCE OF THE EXISTING STORMWATER PIPE AND SURROUNDING SOIL TO THE WORK SPECIFICALLY SHOWN ON THE PLANS. DO NOT CLEAN, JET, REMOVE, GROUT, OR OTHERWISE DISTURB THE EXISTING STORMWATER PIPE BEYOND THE LIMITS REQUIRED TO COMPLETE THE NEW CONSTRUCTION, PIPE ABANDONMENT, AND PIPE END PLUGS UNLESS AUTHORIZED BY ENGINEER.
 - IF STAINED SOIL, PETROLEUM-LIKE ODOR, SHEEN, FREE PRODUCT, OILY SEDIMENT, DISCOLORED WATER, UNUSUAL PIPE CONTENTS, OR OTHER EVIDENCE OF POTENTIAL CONTAMINATION IS ENCOUNTERED DURING ANY WORK, CONTRACTOR OR SHALL STOP WORK IN THE AFFECTED AREA, SECURE THE EXCAVATION, DOCUMENT THE LOCATION AND DEPTH, AND NOTIFY THE CITY AND ENGINEER.
 - SUSPECT MATERIAL SHALL NOT BE MOVED TO ANOTHER LOCATION, MIXED WITH APPARENTLY CLEAN MATERIAL, SPREAD, STOCKPILED, TRANSPORTED OFFSITE, USED AS BACKFILL IN OTHER EXCAVATIONS, OR DISPOSED OF UNLESS AUTHORIZED BY ENGINEER. WHERE SUSPECT MATERIAL IS ENCOUNTERED DURING TRENCH EXCAVATION, CONTRACTOR SHALL SEGREGATE SUSPECT MATERIAL FROM APPARENTLY CLEAN MATERIAL TO THE EXTENT PRACTICABLE.
 - WHERE SUSPECT MATERIAL IS ENCOUNTERED DURING POTHOLING AND REMOVAL IS NOT REQUIRED TO COMPLETE THE WORK, ENGINEER MAY DIRECT THE CONTRACTOR TO PLACE THE MINIMUM AMOUNT OF MATERIAL NECESSARY BACK INTO THE SAME POTHOLE LOCATION TO TEMPORARILY STABILIZE AND RESTORE THE SURFACE. THIS ACTION IS FOR TEMPORARY SITE STABILIZATION ONLY AND SHALL NOT BE CONSIDERED CLEAN-FILL PLACEMENT, OFFSITE REUSE, DISPOSAL, OR A FINAL ENVIRONMENTAL DETERMINATION.
 - WHERE SUSPECT MATERIAL MUST BE REMOVED TO COMPLETE THE WORK, CONTRACTOR SHALL SEGREGATE AND CONTAINERIZE THE MATERIAL. PERFORM ENGINEER-AUTHORIZED SAMPLING AND TESTING. COORDINATE DISPOSAL FACILITY ACCEPTANCE, AND TRANSPORT AND DISPOSE OF THE MATERIAL IN ACCORDANCE WITH APPLICABLE REQUIREMENTS. ENGINEER MAY AUTHORIZE RETURN TO NORMAL EXCAVATION WHEN OBSERVED SOIL NO LONGER EXHIBITS STAINING, PETROLEUM-LIKE ODOR, SHEEN, FREE PRODUCT, OILY SEDIMENT, DISCOLORED WATER, OR OTHER EVIDENCE OF POTENTIAL CONTAMINATION. FIELD OBSERVATION DOES NOT CERTIFY MATERIAL AS CLEAN FOR OFFSITE REUSE, CLEAN-FILL PLACEMENT, OR DISPOSAL.
 - IF FREE PRODUCT, SHEEN, OILY WATER, SUSPECT CONTAMINATED WATER, OR GROUNDWATER REQUIRING MANAGEMENT IS ENCOUNTERED, CONTRACTOR SHALL NOT DISCHARGE WATER TO THE GROUND, STORM SYSTEM, SANITARY SEWER, SURFACE WATER, OR PUBLIC RIGHT-OF-WAY. CONTRACTOR SHALL CONTAIN THE WATER AND AWAIT DIRECTION FROM THE CITY AND ENGINEER.
 - WITHIN THE POTENTIAL CONTAMINATION AREA, HYDRO-VAC POTHOLING SHALL NOT BE USED UNLESS THE CONTRACTOR SUBMITS A PLAN ACCEPTABLE TO ENGINEER FOR CONTAINMENT, CHARACTERIZATION, AND DISPOSAL OF GENERATED SLURRY AND WATER. HAND EXCAVATION, AIR-KNIFE, DRY VACUUM, OR OTHER APPROVED LOW-WATER METHOD SHALL BE USED WHERE PRACTICABLE.
 - TRANSPORT AND DISPOSE OF SUSPECT OR CONFIRMED CONTAMINATED MATERIAL ONLY AFTER CHARACTERIZATION AND ACCEPTANCE BY AN APPROPRIATE DISPOSAL FACILITY. PROVIDE THE CITY WITH COPIES OF TEST RESULTS, WASTE PROFILES, LOAD TICKETS, MANIFESTS, AND DISPOSAL RECEIPTS.
 - PAYMENT FOR SUSPECT OR CONTAMINATED SOIL HANDLING, HAULING, AND DISPOSAL WILL BE MADE ONLY FOR ENGINEER-AUTHORIZED MATERIAL AND WILL BE BASED ON CERTIFIED SCALE TICKETS FROM AN APPROVED DISPOSAL FACILITY. NO SEPARATE PAYMENT WILL BE MADE FOR CLEAN MATERIAL. MATERIAL EXCAVATED OUTSIDE AUTHORIZED LIMITS, MATERIAL MIXED WITH SUSPECT MATERIAL DUE TO CONTRACTOR MEANS AND METHODS, OR MATERIAL DISPOSED OF AS CONTAMINATED WITHOUT ENGINEER AUTHORIZATION.
 - THE CITY WILL DETERMINE WHETHER NOTIFICATION TO OREGON DEQ OR OTHER REGULATORY AGENCIES IS REQUIRED. THESE NOTES DO NOT RELIEVE CONTRACTOR OF APPLICABLE SPILL PREVENTION, RESPONSE, WORKER SAFETY, OR REPORTING REQUIREMENTS.

**COMMISSION
APPROVAL SET**

DATE:	REVISIONS	MARK	DATE	DESCRIPTION
JULY 16, 2026				
DESIGNED BY	RCS	-	-	-
DRAWN BY	RCS			
CHECKED BY	RCS			

**SE 1ST/SE ANCHOR DRAINAGE PROJ.
STORM ALIGNMENT AND PROFILE**

<i>CITY OF WARRENTON</i>		DRAWING NUMBER C-1
RICHARD COLLIN STELZIG, PE		
RICHARD.STELZIG.ENGINEERING@GMAIL.COM - 503-440-2286		



KEYNOTES:

NO.	DESCRIPTION	DETAIL / STANDARD DRAWING
1	POTHOLE EXISTING UTILITY TO DETERMINE SIZE, MATERIAL, LOCATION, AND DEPTH. SUBMIT RESULTS TO ENGINEER PRIOR TO ORDERING PIPE, STRUCTURES, OR BEGINNING STORM PIPE INSTALLATION.	-
21	REMOVE EXISTING CATCH BASIN OR AREA DRAIN AND CONSTRUCT NEW ODOT TYPE G-2 CATCH BASIN AT THE LOCATION SHOWN. FIELD VERIFY ALL EXISTING PIPE CONNECTIONS, INCLUDING SIZE, MATERIAL, ALIGNMENT, AND INVERT ELEVATION. PROVIDE PIPE STUBS, APPROVED WATERTIGHT COUPLINGS, AND PIPE-TO-STRUCTURE CONNECTIONS AS REQUIRED. SET GRATE TO FINISHED GRADE AND MAINTAIN POSITIVE DRAINAGE INTO THE STRUCTURE.	SHEET D-1; ODOT RD339, 364, 365
24	CONSTRUCT ODOT TYPE G-2 CATCH BASIN	SHEET D-1; ODOT RD339, 364, 365
30	CONSTRUCT NEW ODOT TYPE G-2 INLINE CATCH BASIN ON EXISTING STORMWATER PIPE. CUT AND REMOVE ONLY THE LENGTH OF EXISTING PIPE NECESSARY TO INSTALL THE NEW STRUCTURE. PROVIDE NEW PIPE STUBS AND APPROVED WATERTIGHT COUPLINGS SUITABLE FOR EXISTING AND PROPOSED PIPE MATERIALS.	SHEET D-1; ODOT RD339, 364, 365
31	POSSIBLE EXISTING CATCH BASIN, AREA DRAIN, OR OTHER STORMWATER LATERAL CONNECTION TO THE EXISTING STORM MAIN. DURING REMOVAL OF THE EXISTING PIPE, LOCATE AND FIELD VERIFY ANY CONNECTION ENCOUNTERED. DO NOT CAP OR ABANDON A CONNECTION SERVING A DRAINAGE FACILITY THAT WILL REMAIN IN SERVICE. NOTIFY ENGINEER AND, AS DIRECTED, CONSTRUCT AN ADDITIONAL ODOT TYPE G-2 CATCH BASIN ON THE NEW STORM MAIN. CONNECT THE EXISTING LATERAL TO THE NEW STRUCTURE USING PIPE STUBS, APPROVED WATERTIGHT COUPLINGS, AND PIPE-TO-STRUCTURE CONNECTIONS. FIELD VERIFY LATERAL SIZE, MATERIAL, ALIGNMENT, AND INVERT, AND MAINTAIN POSITIVE DRAINAGE.	SHEET D-1; ODOT RD339, 364, 365
34	FIELD VERIFY THE SIZE, MATERIAL, LOCATION, ALIGNMENT, AND INVERT OF EXISTING STORM PIPE C3 PRIOR TO ORDERING FITTINGS. CONNECT EXISTING STORM PIPE C3 TO THE NEW 12-INCH C900 PVC DR18 STORM PIPE USING A MANUFACTURED TEE COMPATIBLE WITH THE NEW PIPE AND APPROVED WATERTIGHT TRANSITION COUPLING(S). ORIENT THE TEE TO MATCH THE EXISTING PIPE ALIGNMENT AND MAINTAIN POSITIVE DRAINAGE. DO NOT CONNECT EXISTING STORM PIPE C3 TO REPLACEMENT CB C3. NOTIFY ENGINEER IF THE CONNECTION CANNOT BE COMPLETED AS SHOWN.	-
35	LOCATE, REMOVE, AND REPLACE EXISTING STORMWATER PIPE WITH NEW 12-INCH C900 PVC DR18 STORM PIPE ALONG THE LINE AND GRADE SHOWN. THE LOCATION, DEPTH, SIZE, MATERIAL, AND CONDITION OF THE EXISTING PIPE ARE APPROXIMATE. EXISTING PIPE IS EXPECTED TO CONTAIN SIGNIFICANT ACCUMULATED SEDIMENT AND MAY BE NEARLY FULL. REMOVE AND DISPOSE OF EXISTING PIPE, SEDIMENT, DEBRIS, AND WATER. INCLUDE REMOVAL, HANDLING, AND DISPOSAL OF PIPE CONTENTS IN THE PIPE REMOVAL AND REPLACEMENT BID ITEM. NOTIFY ENGINEER IF ACTUAL CONDITIONS CONFLICT WITH THE PROPOSED LINE OR GRADE.	SHEET D-1; ODOT RD300; ODOT RD302
39	SAWCUT EXISTING ASPHALT PAVEMENT FULL DEPTH ALONG NEAT, STRAIGHT LINES PRIOR TO PAVEMENT REMOVAL OR TRENCH EXCAVATION. PROTECT PAVEMENT TO REMAIN. RE-SAWCUT OR TRIM DAMAGED OR RAVELED EDGES TO SOUND PAVEMENT PRIOR TO FINAL RESTORATION.	SHEET D-1; ODOT RD302
40	RESTORE ASPHALT PAVEMENT DISTURBED BY CONSTRUCTION.	SHEET D-1; ODOT RD302
41	REMOVE AND REPLACE EXISTING CONCRETE CURB DISTURBED BY CONSTRUCTION. SAWCUT AT THE NEAREST EXISTING JOINT OR OTHER LIMIT APPROVED BY ENGINEER. MATCH EXISTING CURB LINE, GRADE, CROSS SECTION, JOINTING, AND FINISH. RESTORE ADJACENT SURFACING.	-
43	PROTECT EXISTING FENCE, POSTS, GATES, AND FOUNDATIONS IN PLACE. DO NOT REMOVE OR DISTURB FENCING WITHOUT PRIOR APPROVAL OF ENGINEER AND PROPERTY OWNER. REPAIR OR REPLACE FENCING DAMAGED BY CONSTRUCTION TO PRECONSTRUCTION CONDITION AT NO ADDITIONAL COST TO OWNER.	-
60	INSTALL AND MAINTAIN INLET PROTECTION UNTIL DISTURBED AREAS HAVE BEEN STABILIZED.	SHEET D-1; ODOT RD1010
92	TEMPORARY POWER POLE SUPPORT: BEFORE EXCAVATING WITHIN 10 FEET OF THE EXISTING POWER POLE, CONTRACTOR SHALL COORDINATE WITH PACIFIC POWER AND OBTAIN APPROVAL OF THE EXCAVATION AND POLE-SUPPORT PROCEDURE. THE POLE SHALL BE CONTINUOUSLY SUPPORTED BY PACIFIC POWER OR A PACIFIC POWER-APPROVED CONTRACTOR USING POLE-HOLDING EQUIPMENT, ENGINEERED TEMPORARY GUYING, OR ANOTHER APPROVED METHOD. SUPPORT SHALL BE INSTALLED BEFORE SOIL IS DISTURBED WITHIN THE POLE-SUPPORT ZONE AND SHALL REMAIN UNTIL THE TRENCH IS BACKFILLED AND COMPACTED. ALL COORDINATION, LABOR, EQUIPMENT, AND UTILITY CHARGES SHALL BE INCLUDED IN THE "HOLD EXISTING UTILITY POLE IN PLACE" BID ITEM.D.	-
94	INSTALL THE NEW STORM PIPE AROUND THE EXISTING POWER POLE ON A SMOOTH HORIZONTAL CURVE WITH A MINIMUM RADIUS OF 400 FEET. DO NOT EXCEED THE PIPE MANUFACTURER'S ALLOWABLE PIPE-BENDING OR JOINT-DEFLECTION LIMITS. NOTIFY ENGINEER IF THE REQUIRED ALIGNMENT OR MINIMUM RADIUS CANNOT BE MAINTAINED.	-

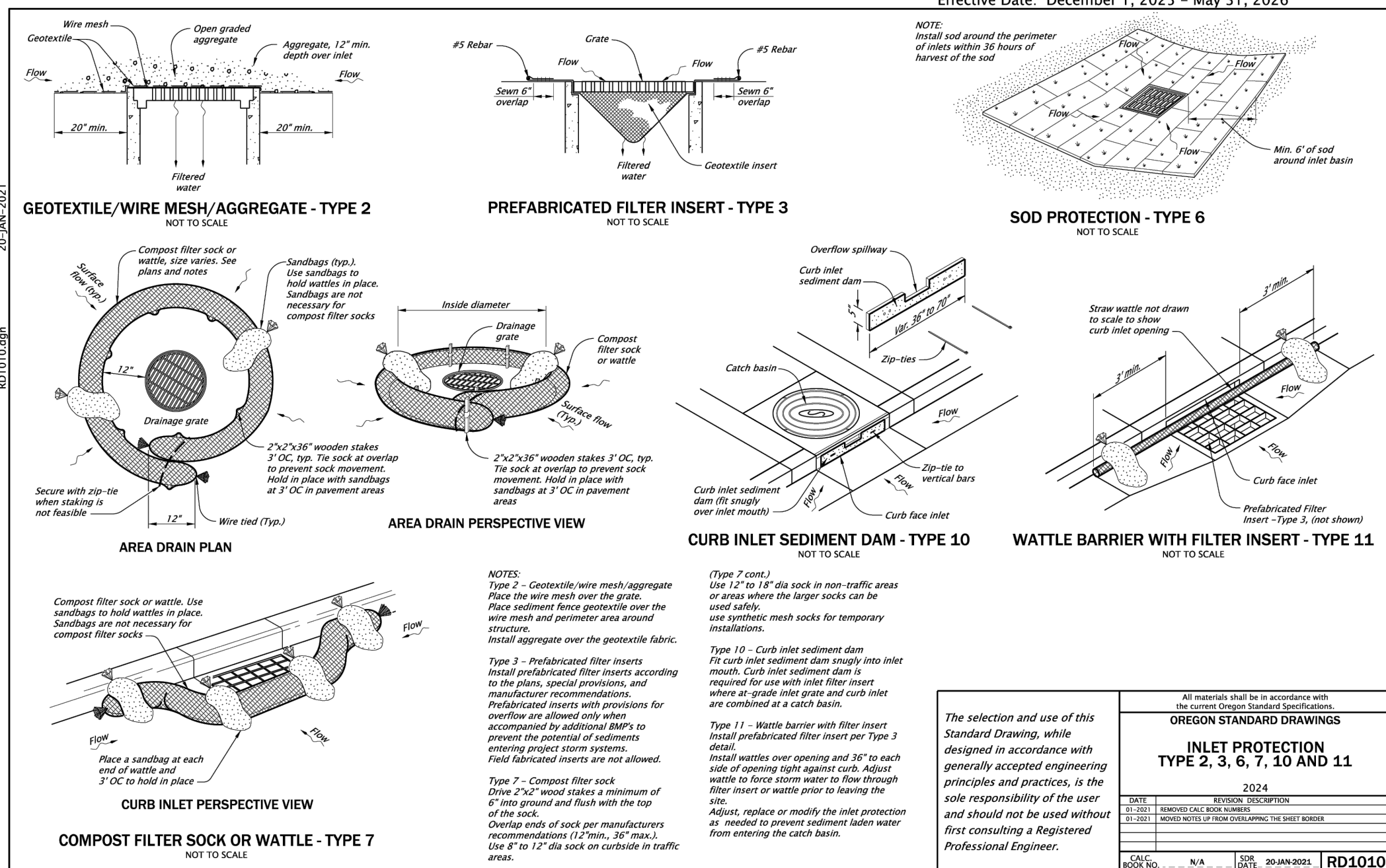
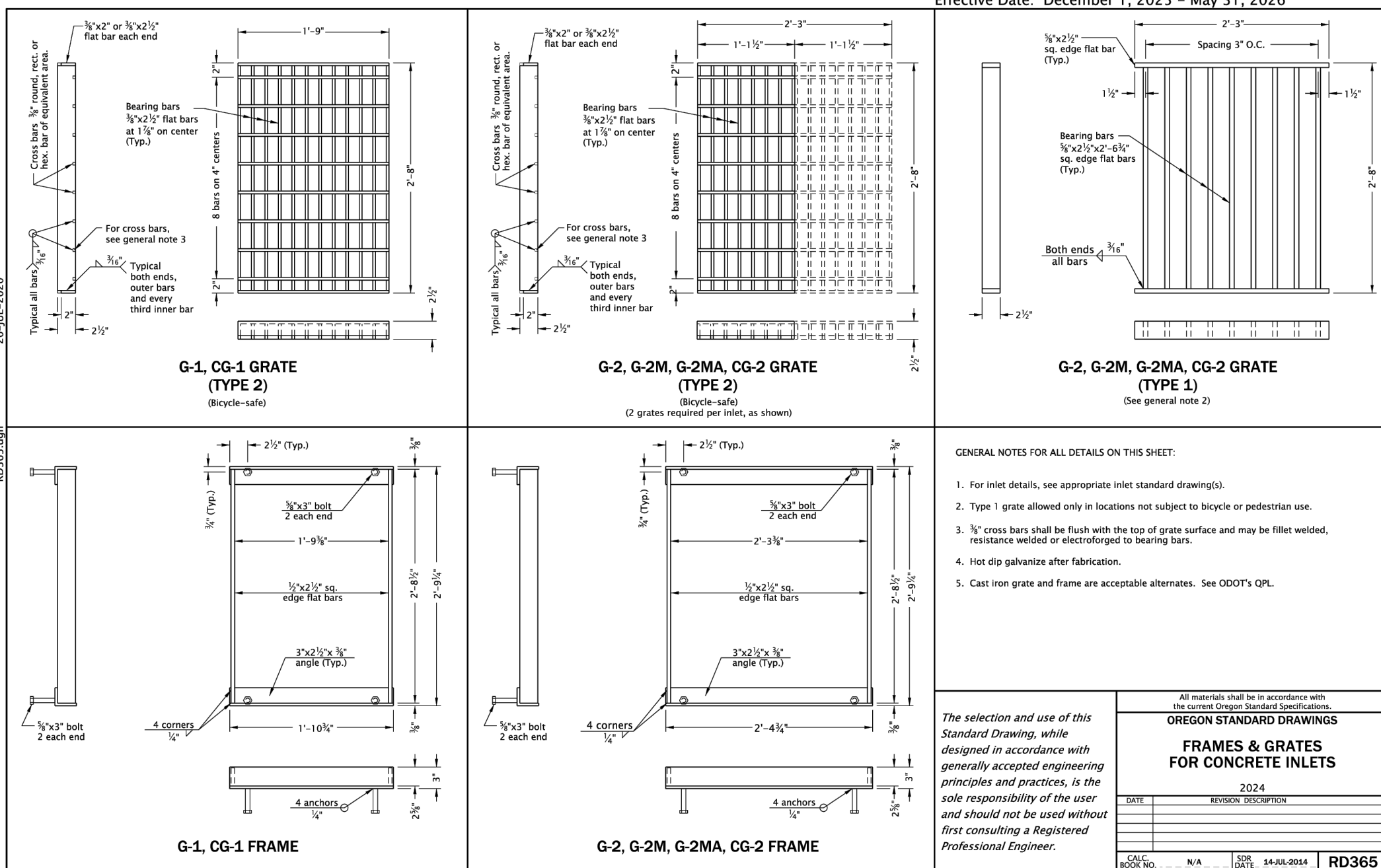
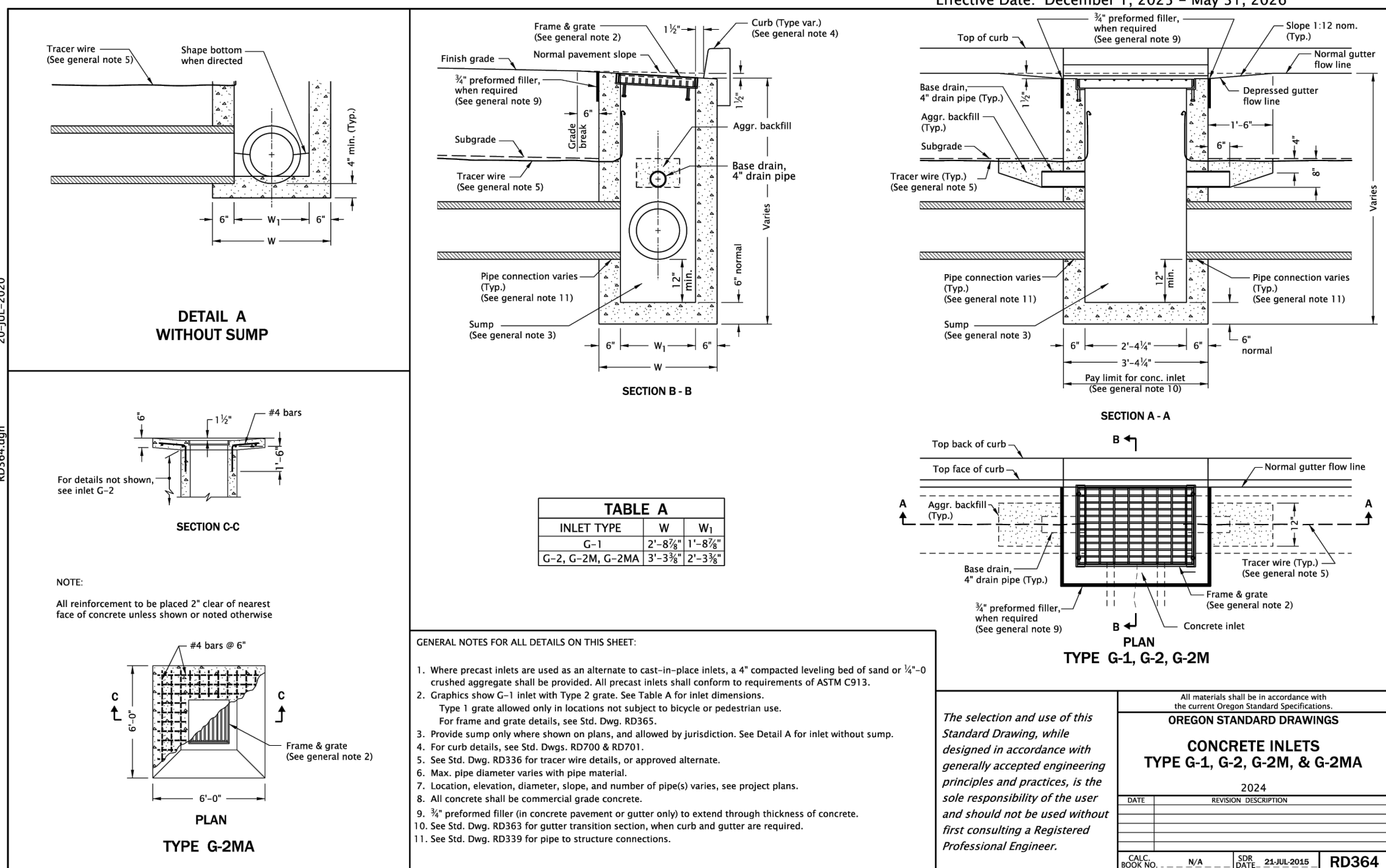
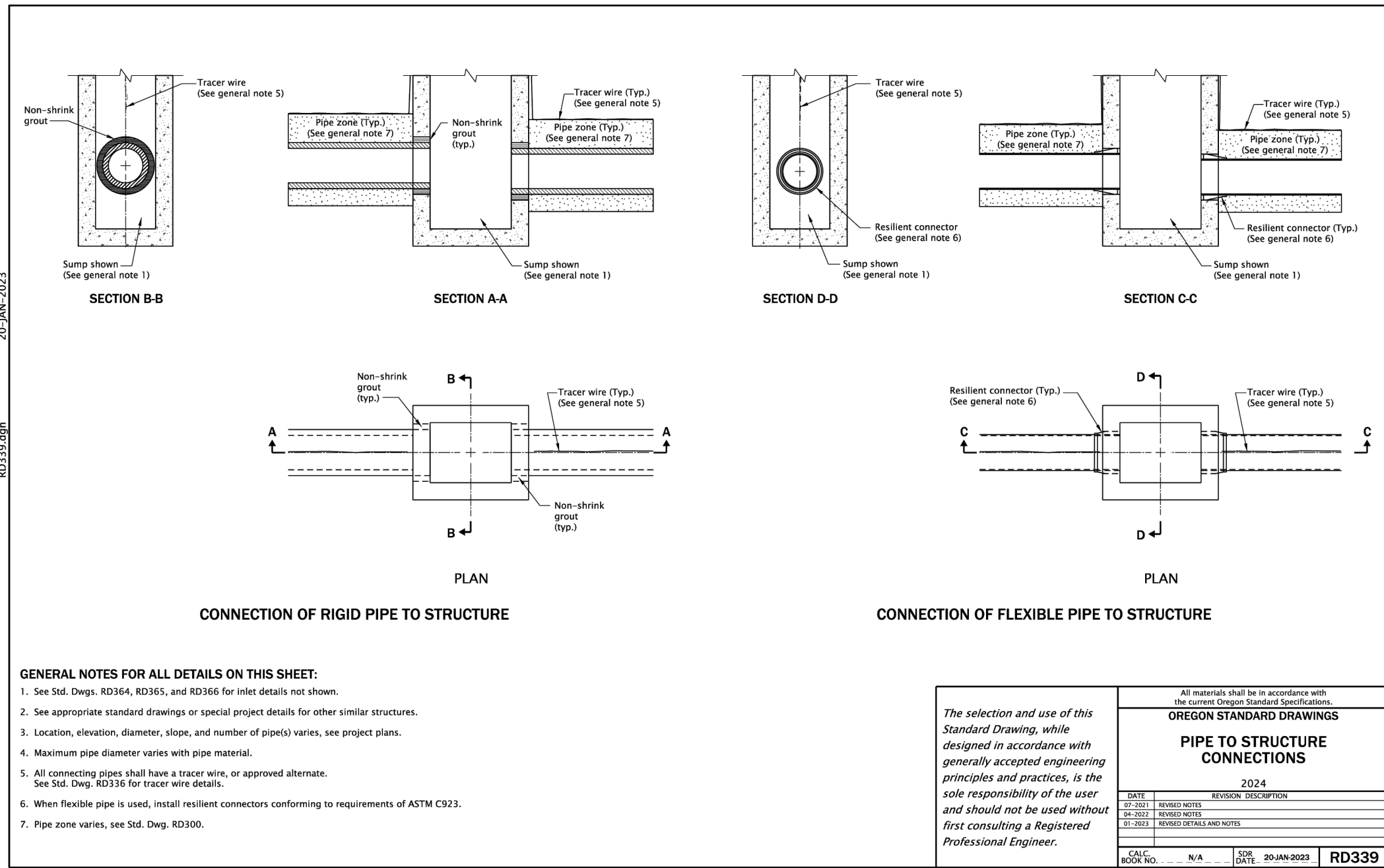
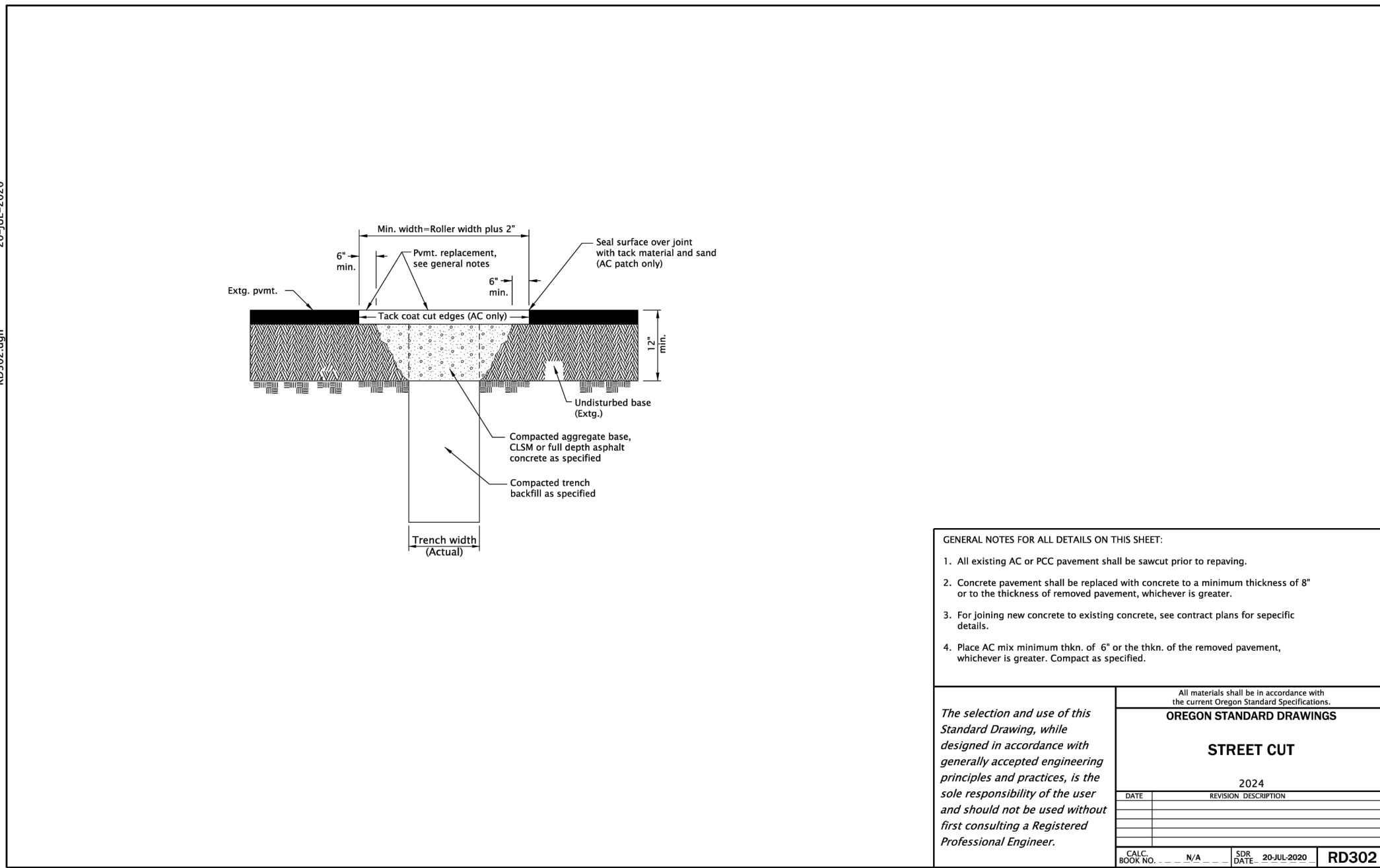
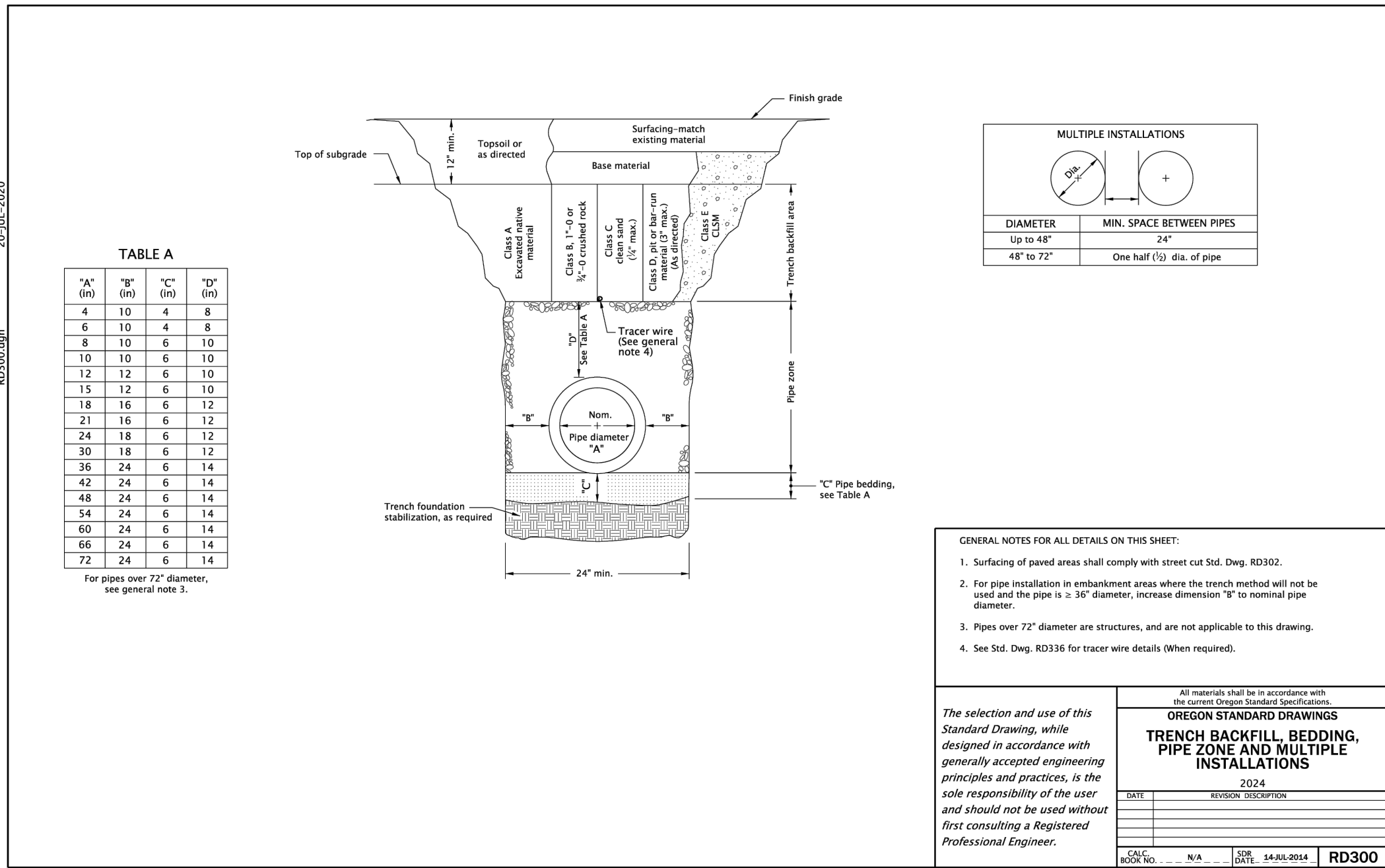
CONSTRUCTION NOTES:

- CONTRACTOR SHALL POTHOLE ALL UTILITY CONNECTION AND CROSSING LOCATIONS. NOTIFY CITY ENGINEER IMMEDIATELY IF EXISTING UTILITIES ARE ENCOUNTERED IN CONFLICT WITH THE PROPOSED ALIGNMENT, PROFILE, OR STRUCTURE LOCATIONS. NOT ALL UTILITY LOCATIONS SHOWN ARE PHYSICALLY LOCATED.
- CONTRACTOR SHALL VERIFY THE SIZE, MATERIAL, LOCATION, AND DEPTH OF EXISTING STORMWATER PIPES AND OTHER UTILITIES AT CONNECTION AND CROSSING LOCATIONS PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION. COORDINATE MINOR ADJUSTMENTS WITH CITY ENGINEER.
- COORDINATE INSPECTION WITH CITY A MINIMUM 48 HOURS IN ADVANCE OF POTHOLE, CONNECTION, PIPE INSTALLATION, AND SURFACE RESTORATION WORK.
- CONTRACTOR SHALL MAINTAIN STORMWATER DRAINAGE THROUGHOUT CONSTRUCTION. SEQUENCE WORK TO MINIMIZE THE DURATION OF DISRUPTED SERVICE. PROVIDE TEMPORARY BYPASS PUMPING, PLUGGING, OR OTHER TEMPORARY MEASURES AS NECESSARY TO PREVENT UPSTREAM FLOODING OR UNCONTROLLED DISCHARGE.
- PROTECT EXISTING UTILITIES, STRUCTURES, ROADWAY IMPROVEMENTS, LANDSCAPING, AND OTHER SITE FEATURES NOT NOTED FOR REMOVAL. REPAIR DAMAGE CAUSED BY CONSTRUCTION AT CONTRACTOR'S EXPENSE.
- NO EXCAVATION SHALL BE LEFT OPEN OVERNIGHT UNLESS PROTECTED AND APPROVED BY THE CITY. SECURITY OF MATERIALS, EQUIPMENT, AND THE SITE IS THE RESPONSIBILITY OF THE CONTRACTOR.
- CONSTRUCT STORM PIPE BEDDING, PIPE ZONE, TRENCH BACKFILL, AND COMPACTION IN ACCORDANCE WITH ODOT STANDARD DRAWING RD300 UNLESS OTHERWISE SHOWN OR DIRECTED.
- RESTORE PAVED STREET CUTS IN ACCORDANCE WITH ODOT STANDARD DRAWING RD302 UNLESS OTHERWISE SHOWN. RESTORE GRAVEL SURFACING, LANDSCAPED AREAS, AND OTHER DISTURBED SURFACES TO EXISTING OR BETTER CONDITION.
- INSTALL AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE. PREVENT SEDIMENT, DEBRIS, EXCAVATED MATERIAL, AND CONSTRUCTION WATER FROM ENTERING THE STORMWATER SYSTEM.
- PROJECT SITE SHALL BE SWEEPED CLEAN AT THE END OF EACH WORKDAY OR AS NECESSARY TO PREVENT SEDIMENT MIGRATION AND TRACKING.
- CONTRACTOR SHALL MAINTAIN LOCAL ACCESS AND COORDINATE TEMPORARY TRAFFIC CONTROL, ROAD CLOSURES, AND ACCESS RESTRICTIONS WITH THE CITY. CLOSURE OF SE ANCHOR AVENUE REQUIRES CITY COMMISSION APPROVAL. CONTRACTOR SHALL SUBMIT ANY CLOSURE REQUEST A MINIMUM OF FOUR (4) WEEKS IN ADVANCE TO ALLOW FOR COMMISSION SCHEDULING AND APPROVAL.
- ITEMS NOTED FOR REMOVAL OR DEMOLITION SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.



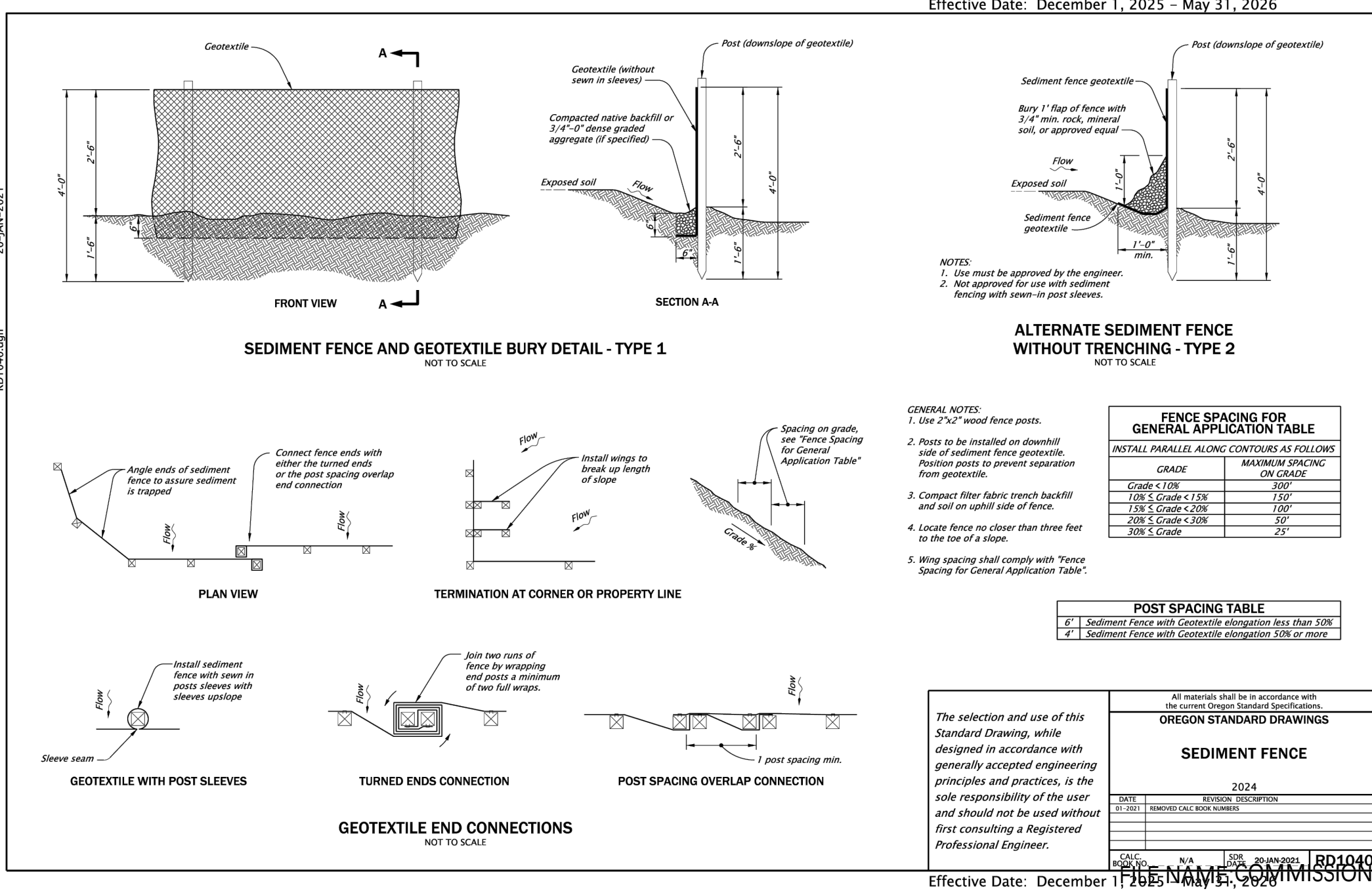
COMMISSION APPROVAL SET

DATE:	MARK	DATE	DESCRIPTION
JULY 16, 2026	RCS	-	-
DESIGNED BY	RCS	-	-
DRAWN BY	RCS	-	-
CHECKED BY	RCS	-	-
SE 1ST/SE ANCHOR DRAINAGE PROJ. STORM ALIGNMENT AND PROFILE			
CITY OF WARRENTON			DRAWING NUMBER
RICHARD COLLIN STELZIG, PE			C-2
RICHARD.STELZIG.ENGINEERING@GMAIL.COM			503-440-2286



ODOT TYPE G-2 CATCH BASIN / INLINE CATCH BASIN AND PIPE PENETRATION DETAIL

- STRUCTURE SHALL BE SIMILAR TO ODOT TYPE G-2 INLET PER ODOT RD364, WITH G-2 FRAME AND TYPE 2 G-2 GRATE PER ODOT RD365, UNLESS OTHERWISE APPROVED BY ENGINEER.
- PIPE PENETRATIONS SHALL BE CORED, SAW-CUTTING, HAMMERING, OR KNOCKING OUT STRUCTURE WALLS TO CREATE PIPE OPENINGS IS NOT ALLOWED.
- PIPE-TO-STRUCTURE CONNECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ODOT RD339. PIPE PENETRATIONS SHALL BE FIELD CORED AFTER POTHOLES IN COMPLETE AND STRUCTURE LOCATION, PIPE ALIGNMENT, PIPE ELEVATION, AND UTILITY CLEARANCES HAVE BEEN CONFIRMED.
- CONTRACTOR SHALL COORDINATE WITH CATCH BASIN MANUFACTURER PRIOR TO ORDERING STRUCTURES. MANUFACTURER SHALL BE ADVISED THAT PROPOSED PIPE CONNECTIONS WILL BE NEAR THE RIM ELEVATION AND THAT PIPE PENETRATIONS WILL BE FIELD CORED. PROVIDE STRUCTURE DIMENSIONS, WALL THICKNESS, REINFORCEMENT, FRAME SUPPORT, AND PIPE CONNECTION LOCATIONS SUITABLE FOR THE FIELD-CORED PIPE PENETRATIONS.
- NO SUMP IS REQUESTED. STRUCTURE DEPTH SHALL BE MINIMIZED TO REDUCE OVEREXCAVATION OF POTENTIALLY CONTAMINATED SOIL AND TO AVOID GROUNDWATER WHERE PRACTICABLE. IF A SUMP IS REQUIRED BY THE STRUCTURE CONFIGURATION OR MANUFACTURER, PROVIDE THE MINIMUM SUMP DEPTH APPROVED BY ENGINEER.



COMMISSION APPROVAL SET



REVISIONS			
DATE:	MARK	DATE	DESCRIPTION
DESIGNED BY	RCS	-	-
DRAWN BY	RCS	-	-
CHECKED BY	RCS	-	-
SE 1ST/SE ANCHOR DRAINAGE PROJ. CONSTRUCTION DETAILS			
CITY OF WARRENTON			DRAWING NUMBER
RICHARD COLLIN STELZIG, PE			D-1
RICHARD.STELZIG.ENGINEERING@GMAIL.COM			503-440-2286



CITY OF WARRENTON

SE 1ST STREET / SE ANCHOR AVENUE STORM
DRAINAGE PROJECT

July 2026

Prepared by
Richard Stelzig Engineering

CITY OF WARRENTON
SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE PROJECT
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CALL FOR BIDS



CALL FOR BIDS - PUBLIC WORKS IMPROVEMENT

Sealed bids will be received up to the hour of **2:00 PM**, local time, on **August 20th, 2026**, electronically through QuestCDN (www.questcdn.com) only:

SE 1st Street / SE Anchor Avenue Storm Drainage Project

PROJECT DESCRIPTION

The intent of this contract is to address localized stormwater flooding by constructing a new bypass storm drainage line and abandoning the existing plugged storm pipe in place, in the vicinity of SE 1st Street and SE Anchor Avenue. The following is a brief summary of the major elements of Work that are to be provided by the Contractor.

1. Approximately 380 linear feet of new 12-inch C900 PVC DR18 storm drainage pipe.
2. Approximately 110 linear feet of removal and replacement of existing storm drainage pipe with new 12-inch C900 PVC DR18 pipe, including removal and disposal of sediment and pipe contents.
3. Construction of new and inline ODOT Type G-2 catch basins and replacement of existing catch basins and area drains, including replacement and reconnection of the existing shallow area drain.
4. Connection of existing Storm Pipe to the new storm main using a manufactured tee, and construction of a contingent catch basin if an active stormwater lateral is encountered.
5. Abandonment of portions of the existing blocked or failed storm pipe in place, including watertight capping or plugging of pipe ends.
6. CDF/CLSM backfill at shallow-cover and utility-support locations.
7. Utility potholing and protection, coordination and temporary support of the existing power pole, and protection of existing fencing.
8. Handling, characterization, testing, and disposal of potentially contaminated soil, sediment, and water within the identified potential-contamination area.
9. Sawcutting and restoration of asphalt pavement, concrete curbing, gravel surfacing, landscaped areas, and the drainage swale.
10. Erosion and sediment control, inlet protection, temporary traffic control, and related site restoration.

Project Substantial Completion shall be October 30th, 2026, and Project Final Completion shall be November 13, 2026.

A voluntary pre-bid meeting will be held on August 12th, 2026, at 10 AM local time, at Warrenton City Hall 225 South Main Street, Warrenton, Oregon 97146. A project site tour will follow the pre-bid meeting.

Any bids received after the above specified time will not be considered. The carrier, including the United States Postal Service, is considered an agent of the bidder.

Solicitation Documents may be viewed and downloaded by registering at QuestCDN (www.questcdn.com), eBidDoc No. [____], for a non-refundable fee of \$30.00. Bids will be received only through QuestCDN; bidders must be registered planholders to submit a bid.
Questions

Questions regarding the project during the bid period shall be submitted to Twyla Vittetoe, Engineering Technician, City of Warrenton via phone at 503-861-0912 or email at bids@warrentonoregon.us

Bids will be publicly opened and read at **2:00 PM**, local time on **August 20th, 2026** via QuestCDN. **All bids must be accompanied by a certified check, a cashier's check or bid bond in an amount equal to at least 5% of the total bid.**

If the total bid exceeds \$50,000.00 the contract will be subject to Prevailing Wage Statute ORS 279C.800 to 279C.870. The contract is NOT subject to federal prevailing wage rates under the Davis-Bacon Act (40 U.S.C. 3141 et seq).

Prior to submission of its bid, bidder shall be registered with the Oregon Construction Contractor's Board as required by ORS 701.055, and thereafter comply with the requirements of ORS 701.035 to 701.055.

Bidders shall be qualified in accordance with the applicable parts of ORS 279C in order to submit a bid for public works in Oregon.

PUBLISH: Daily Astorian, August 4th, 2026
 Daily Journal of Commerce, July 31st, 2026

BIDDER'S CHECKLIST

BIDDER'S CHECKLIST

FORMS TO EXECUTE FOR SUBMISSION OF BID

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

- (a) Bid Form: The Bid Form is to be filled in and signed by the bidder and returned with bid.
- (b) Certification of Nondiscrimination: This form must be signed and submitted with bid.
- (c) Bond Accompanying Bid: All bids shall be accompanied by a guarantee equal to at least Five Percent (5%) of the bid amount. This guarantee may be in the form of **a bond, certified check or cashier's check**. Bid bonds will be accompanied by a power of attorney bearing the same date as the bond.
- (d) Addenda Acknowledgment: All issued addenda must be acknowledged on the Bid Form.
- (e) Statement of Bidder Qualifications and Experience: This form must be completed and submitted with the bid, demonstrating the petroleum-contaminated-soils experience of the Bidder or its designated subcontractor.
- (f) First-Tier Subcontractor Disclosure: Each bidder must submit a First-Tier Subcontractor Disclosure Form within two (2) working hours after the bid closing time (ORS 279C.370).

Facsimile transmissions of bids, bid security or subcontractor disclosure forms will not be accepted.

FORMS TO EXECUTE AFTER AWARD OF BID

- (a) Contract: The agreement provided in these Solicitation Documents is to be executed by the successful bidder within 14 calendar days of award of the contract.
- (b) Insurance shall comply with the requirements of the Agreement and Special Provisions. Proof of insurance and additional insured endorsement shall be delivered to the City at the time the Contract is signed.
- (c) The contractor shall furnish a performance bond and a payment bond each in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the protection of claimants.

BID FORMS

BID FORM

The undersigned, having full knowledge of the quality and quantity of work and material required, hereby proposes to furnish all labor, material and equipment required to complete the work of:

SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE PROJECT

in accordance with the ODOT/APWA 2018 Oregon Standard Specifications for Construction and the Special Provisions, Plans and Specifications hereto, and at the following Bid Schedule prices by the following completion dates:

- Substantial Completion – October 30th, 2026
- Final Completion – November 13th, 2026

Enclosed herewith is a bid surety deposit in the amount of at least five percent (5%) of the bid.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for same, and is in all respects fair and without collusion or fraud. The undersigned has examined the site and the Contract Documents, including the Plans, Specifications, and Contamination Notes

Contractor agrees to comply with ORS 279C.838 or ORS 279C.840 or 40 USC3141, et seq, if the contract is subject to state or federal prevailing wage laws.

The undersigned is ____ YES ____ NO a resident bidder, as defined in ORS 279A.120. (PLEASE CHECK ONE)

Oregon Construction Contractor Board No. _____.

The bidder acknowledges receiving and incorporating changes described in Addenda NO. _____ through _____.

Complete in black ink or by typewriter. If BIDDER is:

An Individual

Signature_____

(Individual's Name, Typed or Printed)

doing business as_____

Business address_____

Phone No._____

A Partnership

Firm Name_____

Signature_____

(Name of Partner, Typed or Printed)

Business address_____

Phone No._____

A Limited Liability Company (LLC)

LLC Name_____

By_____

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed)_____

Business Address_____

State in which company was formed_____

Phone No._____

A Corporation

Corporation Name_____

Signature_____

(Officer's Name, Typed or Printed)

(Title)

(State of Incorporation)

Attest_____

(Secretary's Signature)

Business address_____

Phone No._____

Date of Qualification to do business_____

BID SCHEDULE
SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE PROJECT

Bid Item No.	Description	Quantity	Unit	Unit Price	Bid Amount
A. GENERAL					
1	Mobilization & demobilization	LS	1		
2	Temporary traffic control	LS	1		
3	Erosion & sediment control	LS	1		
4	Construction survey & staking	LS	1		
5	Record drawings	LS	1		
6	Potholing, existing utilities	EA	18		
B. STORM DRAINAGE					
7	12-inch C900 PVC DR18 storm pipe	LF	382		
8	Remove existing catch basin or area drain & construct ODOT Type G-2 catch basin	EA	3		
9	ODOT Type G-2 catch basin	EA	2		
10	ODOT Type G-2 inline catch basin over existing pipe	EA	1		
11	Replace existing shallow area drain and connect to new storm main with 4-inch C900 and tee	EA	1		
12	CDF/CLSM backfill at shallow-cover locations and at the existing waterline crossing	LF	100		
13	Abandon existing storm pipe in place & plug ends	LS	1		
14	Remove and replace existing storm pipe with 12-inch C900 PVC DR18, including sediment/contents handling and disposal	LF	110		
15	Connect existing Storm Pipe C3 to new 12-inch storm pipe with manufactured tee	EA	1		
16	Contingent ODOT Type G-2 catch basin for active	EA	1		

	existing storm lateral, if directed				
17	Hold existing utility pole in place, including Pacific Power coordination and support	LS	1		
Bid Item No.	Description	Quantity	Unit	Unit Price	AMOUNT BID
C. SITE RESTORATION					
18	Sawcut asphalt, full depth	LF	320		
19	Asphalt pavement restoration	SY	70		
20	Remove and replace existing concrete curb	LF	80		
21	Gravel & landscape restoration	LS	1		
22	Regrade low area / drainage swale	LS	1		
D. CONTAMINATED MATERIAL (per Spec Section 00294 & C-1 Contamination Notes)					
23	Locate, Remove, Test, and Dispose of Suspect Floor-Drain Lateral	LS	1		
24	Contaminated material — haul & dispose	TON	20		
25	Potholing within contamination area (non-hydro-vac)	EA	3		
26	Sampling & analytical testing	EA	4		

Total Bid Amount

Section 00190 – Measurement of Pay Quantities

00190.00 Scope

Section 00190.00 is supplemented with the following:

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

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

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

Items listed as ALLOWANCES in the Bid Schedule, if any, are to be used and will be paid for only at the written direction and authorization of the Engineer, if agreed to by the Agency. Measurements and payment will be in accordance with the Contract Documents or the terms of the written authorization for the additional Work and will include but not necessarily be limited to, the furnishing, hauling, placing and installing of materials and the furnishing of such manpower and equipment as required to accomplish the Work as direct in writing by the Engineer.

Lineal Foot payment for Storm Sewer Pipe & Fittings shall exclude distance through manholes and other structures (i.e., payment from outside face of catch basin to outside face of catch basin, or outside face of catch basin to outside face of manhole).

Description of Bid Items on Bid Schedule:

1. Mobilization and Demobilization (Lump Sum Payment): The lump sum payment for Mobilization and Demobilization shall include obtaining permits and licenses; moving equipment and materials onto the site; furnishing construction trailers and other construction facilities; preparing the site for Work under the Contract; marshalling workers, materials and equipment, and those of subcontractors, to accomplish the Work; preparation, submittal and modification of material submittals and shop drawings; and removing equipment and surplus materials from the site upon completion of the Work, together with all other Work not identified in a separate Bid Item. Payment for Mobilization will be made at the Contract lump sum amount in accordance with Section 00210 - Mobilization.

2. Temporary Traffic Control (Lump Sum Payment): The lump sum payment for Temporary Traffic Control shall include providing temporary traffic control measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing traffic control devices throughout the Project area in accordance with the traffic control plan, these Specifications, and as directed, including coordination of any closure of SE Anchor Avenue, SE 1st Street, and the alleyway through the City Commission and maintenance of access to driveways and businesses. Payment will be made on a prorated monthly basis based on the percent of the original Contract Amount earned from other Contract items.
3. Erosion and Sediment Control (Lump Sum Payment): The lump sum payment for Erosion and Sediment Control shall include furnishing all necessary materials, equipment, labor and incidentals and performing all Work required to install, maintain, modify, and remove temporary and permanent erosion and sediment control measures necessary to prevent erosion and to keep sediment, debris, excavated material, and other construction-generated pollutants from leaving the Project site or entering the stormwater system, sanitary sewer, surface waters, or public right-of-way. The Work includes inlet protection at affected inlets and catch basins; perimeter sediment controls; stabilized construction entrances; covering and containment of stockpiles; street sweeping; and implementation of structural and non-structural Best Management Practices. The Contractor shall provide, maintain, and adjust controls as required by site and weather conditions at no additional cost to the Agency. Payment will be made on a prorated monthly basis based on the percent of the original Contract Amount earned from other Contract items.
4. Construction Survey and Staking (Lump Sum Payment): The lump sum payment for Construction Survey and Staking shall include furnishing all necessary surveying materials, equipment, labor, and incidentals and performing all Work required for construction staking of the Project. No separate or additional payment will be made for office time, preparing and checking survey notes, or related preparation Work. Payment will be made on a prorated monthly basis based on the percent of the original Contract Amount earned from other Contract items.
5. Record Drawings (Lump Sum Payment): The lump sum payment for Record Drawings shall include furnishing all necessary materials, equipment, labor and incidentals and performing all Work to maintain and submit redline record drawings documenting deviations and revisions to the approved Plans, locations of abandoned facilities, and construction materials actually installed, in accordance with the Contract Documents. Payment will be made on a prorated monthly basis based on the percent of the original Contract Amount earned from other Contract items.
6. Potholing, Existing Utilities (Payment per Each): The unit price payment shall include furnishing all necessary materials, equipment, labor and incidentals and performing each exploratory excavation at a utility crossing, connection, or structure location shown or directed to verify size, material, horizontal and vertical location, and depth; documenting and submitting the results to the Engineer; and backfilling, compacting, and restoring the surface. One unit will be measured for each separate pothole completed and accepted. Potholing within the potential contamination area is paid under Item 25.

7. 12-inch C900 PVC DR18 Storm Pipe (Payment per Linear Foot): Measurement will be along the centerline of pipe installed, excluding the distance through catch basins and other structures. The unit price payment shall include furnishing all necessary materials, equipment, labor and incidentals and installing new 12-inch C900 PVC DR18 storm pipe as shown, including bypass pumping or temporary drainage measures, fittings and approved watertight couplings except those paid under separate connection items, pipe-to-structure connections, trench excavation, tracer wire, testing, cleaning, video inspection, pipe bedding, pipe-zone material, and backfilling and compaction with trench backfill material to subgrade. Separate payment will be made for CDF/CLSM Backfill, Sawcut Asphalt, Asphalt Pavement Restoration, and separately listed structures and connections.
8. Remove Existing Catch Basin or Area Drain and Construct ODOT Type G-2 Catch Basin (Payment per Each): One unit will be measured for each replacement catch basin completed and accepted. The unit price payment shall include field verification of existing pipe connections; removal and disposal of the existing structure; excavation; foundation and base; furnishing and installing the new ODOT Type G-2 catch basin, frame and grate; pipe stubs; field-cored penetrations; approved watertight couplings and pipe-to-structure connections to existing and proposed pipes; adjustment of the frame and grate to finished grade; and backfill and compaction, complete in place. The unit price includes coordination with the structure manufacturer and any special structure dimensions, reinforcement, frame support, or configuration required for the pipe penetrations shown. Separate payment will be made for Asphalt Pavement Restoration and Remove and Replace Existing Concrete Curb. The manufactured tee connection for existing Storm Pipe C3 is paid separately under Item 15.
9. ODOT Type G-2 Catch Basin (Payment per Each): One unit will be measured for each new catch basin completed and accepted. The unit price payment shall include furnishing all necessary materials, equipment, labor and incidentals and constructing the catch basin complete in place, including excavation, foundation and base, frame and grate, pipe stubs, field-cored penetrations, approved watertight pipe-to-structure connections, adjustment to finished grade, and backfill and compaction. The unit price includes coordination with the structure manufacturer and any special structure dimensions, reinforcement, frame support, or configuration required for the pipe penetrations shown. Separate payment will be made for Asphalt Pavement Restoration and Remove and Replace Existing Concrete Curb.
10. ODOT Type G-2 Inline Catch Basin over Existing Pipe (Payment per Each): One unit will be measured for each inline catch basin completed and accepted. The unit price payment shall include furnishing all necessary materials, equipment, labor and incidentals and constructing a new ODOT Type G-2 catch basin over the existing stormwater pipe, including cutting and removing only the length of existing pipe necessary to install the structure; new pipe stubs; approved watertight couplings suitable for the existing and proposed pipe materials; excavation; foundation and base; frame and grate; field-cored penetrations; adjustment to finished grade; and backfill and compaction. Separate payment will be made for Asphalt Pavement Restoration and Remove and Replace Existing Concrete Curb.

11. Replace Existing Shallow Area Drain and Connect to New Storm Main with 4-inch C900 and Tee (Payment per Each): The unit price payment shall include field verifying the existing area-drain connection, pipe size, material, alignment, location, and invert; removing and disposing of the existing shallow drainage inlet; furnishing and installing a new shallow box and grate of similar size and configuration; permanently capping or plugging the existing 4-inch vertical connection to the existing storm drain with a watertight cap and plug; and connecting the area drain to the new storm main with 4-inch C900 PVC pipe, a manufactured tee, and approved watertight couplings. The unit price includes excavation, temporary drainage, pipe bedding, backfill and compaction, and all Work required to maintain positive drainage, complete in place. Separate payment will be made for Sawcut Asphalt and Asphalt Pavement Restoration.
12. CDF/CLSM Backfill at Shallow-Cover Locations and at the Existing Waterline Crossing (Payment per Linear Foot): Measurement will be along the storm-pipe centerline for the length of trench in which CDF/CLSM is placed as shown or directed. The unit price payment shall include furnishing, placing, consolidating, curing, and protecting controlled density fill/controlled low-strength material in lieu of trench backfill material at shallow-cover locations and at the existing water-main crossing, including full-trench-width placement and the limits and elevations shown on the Plans.
13. Abandon Existing Storm Pipe in Place and Plug Ends (Lump Sum Payment): The lump sum payment shall include furnishing all necessary materials, equipment, labor and incidentals and abandoning the existing storm pipe segment in place; constructing watertight caps or plugs at the upstream and downstream limits shown; and documenting the abandoned pipe location for the Record Drawings. The Contractor shall not clean, jet, grout, or otherwise disturb the existing pipe beyond the limits required to complete the end plugs unless authorized by the Engineer.
14. Remove and Replace Existing Storm Pipe with 12-inch C900 PVC DR18 (Payment per Linear Foot): Measurement will be along the centerline of replacement pipe installed, excluding the distance through catch basins and other structures. The unit price payment shall include locating and field verifying the existing pipe; excavation; temporary drainage and bypass measures; removal, containment, handling, transport, and disposal of the existing pipe and accumulated sediment, debris, and water; and furnishing and installing new 12-inch C900 PVC DR18 storm pipe along the line and grade shown. The unit price also includes pipe bedding, pipe-zone material, approved watertight couplings, tracer wire, testing, cleaning, video inspection, trench backfill and compaction, minor alignment adjustments, and installation around the existing power pole on a smooth horizontal curve with a minimum radius of 400 feet without exceeding manufacturer limits. Separate payment will be made for CDF/CLSM Backfill, Sawcut Asphalt, Asphalt Pavement Restoration, replacement catch basins, the Storm Pipe C3 tee connection, and utility-pole support. If material requiring contaminated-material handling is encountered and the Engineer authorizes separate disposal, that material will be paid under Item 24.

15. Connect Existing Storm Pipe C3 to New 12-inch Storm Pipe with Manufactured Tee (Payment per Each): The unit price payment shall include field verifying the size, material, alignment, location, and invert of existing Storm Pipe C3; furnishing and installing a manufactured tee compatible with the new 12-inch C900 PVC DR18 storm pipe; furnishing approved watertight transition couplings, pipe stubs, adapters, and incidental fittings; cutting and removing only the existing pipe length necessary to complete the connection; excavation; temporary drainage; pipe bedding; backfill and compaction; and maintaining positive drainage. Existing Storm Pipe C3 shall not be connected to replacement CB C3. Separate payment will be made for Sawcut Asphalt and Asphalt Pavement Restoration.
16. Contingent ODOT Type G-2 Catch Basin for Active Existing Storm Lateral, if Directed (Payment per Each): This item will be used only upon written direction of the Engineer if an active catch basin, area drain, or other stormwater lateral connection is encountered during removal of the existing storm pipe. One unit will be measured for each additional catch basin directed, constructed, and accepted. The unit price payment shall include field verification of the lateral size, material, alignment, location, and invert; furnishing and installing an ODOT Type G-2 catch basin, frame and grate, pipe stubs, approved watertight couplings and pipe-to-structure connections; connecting the active lateral; excavation; temporary drainage; foundation and base; backfill and compaction; and all Work required to maintain positive drainage. No payment will be made when an additional structure is not directed and constructed. Separate payment will be made for Sawcut Asphalt and Asphalt Pavement Restoration.
17. Hold Existing Utility Pole in Place (Lump Sum Payment): The lump sum payment shall include all coordination with Pacific Power; utility review and approval of the excavation and pole-support procedure; permits, scheduling, mobilization, standby time, labor, equipment, materials, engineered temporary guying, pole-holding equipment, and utility or approved-contractor charges required to continuously support and protect the existing power pole before and during excavation within 10 feet of the pole. Support shall be installed before soil is disturbed within the pole-support zone and shall remain until the trench is backfilled and compacted and Pacific Power authorizes its removal. No separate payment will be made for changes to the support method required by Pacific Power or for remobilization needed to complete the Work.
18. Sawcut Asphalt, Full Depth (Payment per Linear Foot): Measurement will be for each linear foot of accepted full-depth pavement sawcut, measured separately along each side of the trench or pavement-removal limit. The unit price payment shall include furnishing all necessary materials, equipment, labor and incidentals and sawcutting existing asphalt pavement full depth along neat, straight lines, regardless of pavement thickness. No additional payment will be made for re-sawcutting or trimming damaged or raveled edges to sound pavement before final restoration. Sawcutting concrete curb is included in Item 20.

19. Asphalt Pavement Restoration (Payment per Square Yard): Measurement will be the accepted area of asphalt pavement restored. The unit price payment shall include removal and disposal of existing surfacing within the sawcut limits; subgrade preparation and compaction; furnishing, installing and compacting aggregate base; tack coat; and furnishing, placing and compacting asphalt concrete pavement to match the existing section and ODOT Standard Drawing RD302, complete in place. Separate payment will be made for Sawcut Asphalt.
20. Remove and Replace Existing Concrete Curb (Payment per Linear Foot): Measurement will be along the face of accepted replacement curb. The unit price payment shall include sawcutting concrete at the nearest existing joint or other approved limit; removal and disposal of the existing curb; protection and preparation of adjacent pavement and subgrade; aggregate base; forms; reinforcement or dowels where required to match existing construction; furnishing, placing, finishing, jointing, curing, and protecting new concrete curb; and matching the existing curb line, grade, cross section, joints, and finish, complete in place. Separate payment will be made for Asphalt Pavement Restoration outside the curb section.
21. Gravel and Landscape Restoration (Lump Sum Payment): The lump sum payment shall include furnishing all necessary materials, equipment, labor and incidentals and restoring gravel surfacing, landscaped areas, and other disturbed non-paved surfaces to existing or better condition. Protection of existing fencing, posts, gates, and foundations and repair or replacement of fencing damaged by construction are incidental to the Work, and no separate payment will be made. Payment will be made on a prorated monthly basis based on the percent of the original Contract Amount earned from other Contract items.
22. Regrade Low Area / Drainage Swale (Lump Sum Payment): The lump sum payment shall include furnishing all necessary materials, equipment, labor and incidentals and cleaning and regrading the existing low area to form the shallow drainage swale shown, including the approximately 2-foot bottom width and 2:1 side slopes; grading the invert to the new pipe elevation; removal and disposal of excavated material, vegetation, and debris; fine grading; seeding; and straw mulching of disturbed areas. Approximate quantities shown are for information only; no separate measurement will be made.
23. Locate, Remove, Test, and Dispose of Suspect Floor-Drain Lateral (Lump Sum Payment): The lump sum payment shall include furnishing all necessary materials, equipment, labor and incidentals and field locating and tracing the existing 4-inch floor-drain lateral near Sta. 3+00; coordinating with the City and property owner for access; exposing the lateral by non-hydro-vac methods; cutting and removing the required length of lateral pipe and surrounding contaminated soil; containing and segregating removed material; performing sampling and analytical characterization; transporting and disposing of removed pipe and contaminated material at an approved facility in accordance with Section 00294; capping or plugging the remaining ends; and providing waste profiles, load tickets, manifests, disposal receipts, and other required documentation. No separate payment will be made under Items 24 through 26 for Work included in this isolated lump sum scope.

24. Contaminated Material - Haul and Dispose (Payment per Ton): Measurement will be by ton based on certified scale tickets from the approved disposal facility. The unit price payment shall include segregating, containerizing, loading, hauling, and disposing of Engineer-authorized suspect or contaminated soil, sediment, and pipe material at an approved facility in accordance with Section 00294; disposal fees; waste profiles; manifests; load tickets; disposal receipts; and required documentation. No payment will be made for clean material, material excavated outside authorized limits, material mixed with suspect material due to Contractor means and methods, or material disposed of as contaminated without Engineer authorization.
25. Potholing within Contamination Area, Non-Hydro-Vac (Payment per Each): One unit will be measured for each separate pothole authorized, completed, and accepted within the potential contamination area. The unit price payment shall include hand excavation, dry-vacuum excavation, or another approved non-water method; documentation of the location and depth; protection of the excavation; temporary stabilization; backfill and surface restoration; and compliance with the Contamination Notes. Hydro-vac potholing shall not be used unless the Contractor provides an Engineer-accepted containment, characterization, and disposal plan. Off-site hauling and disposal of Engineer-authorized material will be paid under Item 24.
26. Sampling and Analytical Testing (Payment per Each): One unit will be measured for each Engineer-authorized sample and specified analytical suite. The unit price payment shall include sample collection by qualified personnel; containers; preservation; handling; transport; chain-of-custody documentation; laboratory analysis; quality assurance/quality control; and provision of complete results to the City and Engineer. Testing included within Item 23 will not be measured separately.

CERTIFICATION OF NONDISCRIMINATION

Pursuant to the requirements of ORS 279A.110, I certify that I have not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

DATE

BIDDER

NOTE: THIS STATEMENT MUST BE RETURNED WITH THE BID

STATEMENT OF BIDDER QUALIFICATIONS AND EXPERIENCE

SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE PROJECT — CITY OF WARRENTON

Submitted by (Bidder): _____ CCB No.: _____

The contaminated-material work on this Project will be performed by:

☐ The Bidder ☐ A subcontractor — Name: _____ CCB No.: _____

The Bidder certifies that the entity identified above has the following experience in the handling, transportation, and disposal of petroleum-contaminated soils. List at least one (1) comparable project completed within the past five (5) years:

Project 1

Project name / location: _____

Owner / contact name / phone: _____

Description of contaminated-soils work performed (handling, transport, disposal):

Approximate value of that work: \$ _____ Dates (start / completion): _____

Disposal facility used: _____

The undersigned certifies that the information above is true and accurate, and that the identified entity will perform the contaminated-material work on this Project.

Signature: _____ Name / Title: _____ Date: _____

FIRST TIER SUBCONTRACTOR'S DISCLOSURE FORM

PROJECT NAME: SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE PROJECT

BID CLOSING: DATE: August 20th, 2026 TIME: 2:00 PM Local Time

This form must be submitted at the location specified in the Call For Bids on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor who will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

Name	Dollar Value	Category of Work
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form Submitted by (Bidder Name): _____

Contact Name: _____

Phone no.: _____

**BID BOND
FOR
SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE PROJECT
FOR
THE CITY OF WARRENTON**

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, hereinafter called
(Name of Contractor)

the PRINCIPAL, as Principal, and _____,
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of _____
and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as
Surety, are held and firmly bound unto the City of Warrenton, a Municipal Corporation of the State of
Oregon, hereinafter called the OBLIGEE, in the penal sum of

_____ Dollars (\$_____) for the
payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH THAT:

WHEREAS the PRINCIPAL has submitted a Bid Proposal for the SE 1ST STREET / SE ANCHOR AVENUE
STORM DRAINAGE PROJECT.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract
awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Agreement and shall furnish
such Performance and Payment Bonds as required by the Contract Documents within the time fixed by the
Documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed
Agreement and furnish the bonds, the SURETY hereby agrees to pay the OBLIGEE the penal sum as
liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____, 2026.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: _____ Company: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

(Attach Power of Attorney)

AGREEMENT

AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between _____, hereinafter called "**CONTRACTOR**" and the **City** of Warrenton, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

That the said **CONTRACTOR** and the said **CITY**, for the consideration hereinafter named agree as follows:

2.00 - DESCRIPTION OF WORK

The **CONTRACTOR** agrees to perform the work of:

SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE PROJECT

and do all things required of it as per his Bid, all in accordance with the described Bid, a copy of which is hereto attached and made a part of this Contract.

3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the Work under this Contract shall be completed by the following dates:

- Substantial Completion – October 30th, 2026
- Final Completion – November 13th, 2026

If said **CONTRACTOR** has not fully completed this Contract within the time set or any extension thereof, it shall pay liquidated damages in accordance with Section 00180.85 of the General Conditions.

4.00 - CONTRACT PRICE

The Contract Price for this project is _____. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the ODOT/APWA 2018 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

6.00 - NONDISCRIMINATION

It is the policy of the City of Warrenton that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Warrenton also requires its contractors and grantees to comply with this policy.

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

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

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

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. Assignment or Transfer Restricted. The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY's** prior written consent. Unless otherwise agreed by the **CITY** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions of the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

B. **CONTRACTOR** may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If **CONTRACTOR** violates this prohibition, the **CITY** will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

9.00 - NONWAIVER

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

10.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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

CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from **CONTRACTOR** or any subcontractor incurred in the performance of the contract.

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the **CITY** on account of any labor or material furnished.

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

11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR's** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

12.00 - CITY BUSINESS LICENSE

Prior to starting work, **CONTRACTOR** shall pay the **CITY** business license tax and provide the Project Director with a copy of business license receipt. **CONTRACTOR** shall, likewise, require all subcontractors to pay the **CITY** business license tax and provide a copy of the receipt to the Project Director prior to commencement of work.

APPROVED AS TO FORM:

City Attorney

Contractor

Date

CITY OF WARRENTON, a municipal of the
State of Oregon

BY:

Mayor

Date

ATTEST:

City Manager

Date

PERFORMANCE BOND

**PERFORMANCE BOND
FOR
SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE PROJECT
FOR
THE CITY OF WARRENTON**

AMOUNT \$ _____

BOND NO. _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, hereinafter called
(Name of Contractor)

the PRINCIPAL, as Principal, and _____,
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of _____ and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as Surety, are held and firmly bound unto the City of Warrenton, a Municipal Corporation of the State of Oregon, hereinafter called the OBLIGEE, in the

penal sum of _____ Dollars

(\$ _____) for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

Whereas on the _____ day of _____, 2026 the PRINCIPAL entered into a certain contract with the OBLIGEE, a copy of which is hereto attached and made a part hereof for the construction of:

SE 1st Street / SE Anchor Avenue Storm Drainage Project
City of Warrenton, Oregon

NOW, THEREFORE, if the PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters and things undertaken to be performed under said contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for each contract and shall not permit any lien or claim to be filed or prosecute against the OBLIGEE on account of any labor or material furnished, and shall promptly pay all contributions or amounts due the State Accident Insurance Fund and all contributions or amounts due the State Un-employment Compensation Trust Fund incurred in the performance of said contract and shall promptly, as due, make payment to the person, co-partnership, association or corporation entitled thereto of the moneys and sums mentioned in Section 279 of the Oregon Revised Statutes, then this obligation is to be void, otherwise to remain in full force and effect.

This performance bond shall also guarantee the improvement against defects in materials or workmanship for a period of **one (1) year from the date of written Substantial Completion acceptance of the subject project by the OBLIGEE.**

The total amount of the SURETY's liability under this bond both to the OBLIGEE and to the persons furnishing labor or materials, provisions and goods and to any other person or persons, shall in no event exceed the penalty hereof.

Provided, however, that the conditions of the obligation shall not apply to any money loaned or advanced to the PRINCIPAL or to any subcontractor or other person in the performance of any such work, whether specifically provided for in the contract or not.

This bond is executed for the purpose of complying with Chapter 279 of Title 26, Oregon Revised Statutes, the provisions of which are hereby incorporated herein and made a part hereof.

IN WITNESS WHEREOF, this instrument is executed in three counterparts each one of which

shall be deemed an original, this the _____ day of _____, 2026

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: _____

Company: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Power of Attorney)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety company executing BOND must be authorized to transact business in the State of Oregon.

PAYMENT BOND

**PAYMENT BOND
FOR
SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE PROJECT
FOR
THE CITY OF WARRENTON**

AMOUNT \$ _____

BOND NO. _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, hereinafter called
(Name of Contractor)

the PRINCIPAL, as Principal, and _____,
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of _____ and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as Surety, are held and firmly bound unto the City of Warrenton, a Municipal Corporation of the State of Oregon, hereinafter called the OBLIGEE, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total

aggregate penal sum of _____ Dollars

(\$_____) for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

Whereas on the _____ day of _____, 2026 the PRINCIPAL entered into a certain contract with the OBLIGEE, a copy of which is hereto attached and made a part hereof for the construction of:

SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE PROJECT
City of Warrenton, Oregon

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: the PRINCIPAL, the OBLIGEE, or the SURETY above named within one hundred twenty (120) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OBLIGEE, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 25 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OBLIGEE and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts each one of which shall be deemed an original, this the _____ day of _____, 2026.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: _____

Company: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Power of Attorney)

NOTE:

Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT:

Surety company executing BOND must be authorized to transact business in the State of Oregon.

GENERAL CONDITIONS FOR CONSTRUCTION

General Conditions for Construction for the City of Warrenton

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PART 00100 - GENERAL CONDITIONS

Section 00110 - Organization, Conventions, Abbreviations, and Definitions

Organization

00110.00 Organization of Specifications - The Specifications are comprised of the following:

- The "General Conditions for Construction for the City of Warrenton (Agency)," published by the Agency, which contain Part 00100 "General Conditions", which deal with the solicitation process and contractual relationships;
- The "2018 Oregon Standard Specifications for Construction," which contain Parts 00200 through 03000, published by the Oregon Department of Transportation which contain the detailed "Technical Specifications" involved in prosecution of the Work, organized by subject matter; and
- The Special Provisions.

In addition, throughout the Specifications:

- Each Part is divided into Sections and Subsections.
- Reference to a Section includes all applicable requirements of the Section.
- When referring to a Subsection, only the number of the Subsection is used; the word "Subsection" is implied.
- Where Section and Subsection numbers are not consecutive, the interval has been reserved for use in the Special Provisions or future expansion of the Standard Specifications.

Conventions

00110.05 Conventions Used Throughout the Specifications Include:

(a) Grammar – The "General Conditions for Construction for the City of Warrenton (Agency)", part 00100 "General Conditions", is written in the indicative mood, in which the subject is expressed. The "2015 Oregon Standard Specifications for Construction", published by the Oregon Department of Transportation, which contain parts 00200 through 03000, the detailed "Technical Specifications", are generally written in the imperative mood, in which the subject is implied. Therefore, throughout Parts 00200 through 03000, and on the Plans:

- The subject, "the Contractor", is implied.
- "Shall" refers to action required of the Contractor, and is implied.
- "Will" refers to decisions or actions of the Agency and/or the Engineer.
- The following words, or words of equivalent meaning, refer to the actions of the Agency and/or the Engineer, unless otherwise stated: "allowed", "directed", "established", "permitted", "ordered", "designated", "prescribed", "required", "determined".
- The words "approved", "acceptable", "authorized", "satisfactory", "suitable", "considered", and "rejected", "denied", "disapproved", or words of equivalent meaning, mean by or to the Agency and/or the Engineer, subject in each case to Section 00150 of the General Conditions.
- The words "as shown", "shown", "as indicated", or "indicated" mean "as indicated on the Plans".
- Certain Subsections labeled "Payment" contain statements to the effect that "payment will be made at the Contract amounts for the following items" (followed by a list of items). In such cases the Agency shall pay for only those Pay Items listed in the Schedule of Items.

(b) Capitalization of Terms - Capitalized terms, other than titles, abbreviations, and grammatical usage, indicate that they have been given a defined meaning in the Standard Specifications. Refer to Section 00110.20 "Definitions". Defined terms will always be capitalized in Part 00100; in Parts 00200 through 03000, defined terms will generally not be capitalized, with the notable exception of "the Contractor", "the Agency", and "the Engineer".

(c) Punctuation - In this publication the "outside method" of punctuation is employed for placement of the comma and the period with respect to quotation marks. Only punctuation that is part of the quoted matter is placed within quotation marks.

(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits - References are made in the text of the Specifications to "laws", "acts", "rules", "statutes", "regulations", "ordinances", etc. (collectively referred to for purposes of this Subsection as "Law"), and to "orders" and "permits" (issued by a governmental authority, whether local, State, or federal, and collectively referred to for purposes of this Subsection as "Permits"). Reference is also made to "applicable laws and regulations". The following conventions apply in interpreting these terms, as used in the Specifications.

- **Statutes and Rules** - Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR) referenced in the Specifications are accessible on line, including through the Oregon Legislative Counsel Committee web site and through the Oregon Secretary of State Archives Division web site.
- **Law** - In each case, unless otherwise expressly stated therein, the Law is to be understood to be the current version in effect. This also applies where a specific Law is referenced or cited, regardless of whether the text of the Law has been included in the Specifications or not, and regardless of whether the text of the Law has been summarized or paraphrased. In each case, the current version of the Law is applicable under any Contract. The reader is therefore cautioned to check the actual text of the Law to confirm that the text included in the Specifications has not been modified or superseded.
- **Permits** - Orders and permits issued by a government agency may be modified during the course of performing the Work under a Contract. Therefore, wherever the term "order" or "permit" is used in the Specifications, it is intended to refer to the then-current version. That version may be embodied in a modified, superseding order or permit, or it may consist of all terms and conditions of prior orders or permits that have not been superseded, as well as the additional terms added by amendment or supplement. In certain cases, the orders and/or permits are identified by name in the Specifications; in other cases the terms are used in the generic sense. The reader is cautioned to check the text(s) of each order and permit identified either by name or by generic reference.
- **Applicable Laws and Regulations** - Where the phrase "applicable laws and regulations" appears, it is to be understood as including all applicable laws, acts, regulations, administrative rules, ordinances, statutes, and orders and permits issued by a governmental or regulatory authority.

Abbreviations

00110.10 Abbreviations - Following are meanings of abbreviations used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other abbreviations and meanings of abbreviations may be in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

AAR	- Association of American Railroads
AASHTO	- American Association of State Highway and Transportation Officials
ABC	- Associated Builders and Contractors, Inc.
AC	- Asphalt Concrete
ACI	- American Concrete Institute
ACP	- Asphalt Concrete Pavement
ACWS	- Asphalt Concrete Wearing Surface
AGC	- Associated General Contractors of America
AIA	- American Institute of Architects
AISC	- American Institute of Steel Construction
AISI	- American Iron and Steel Institute
AITC	- American Institute of Timber Construction
ANSI	- American National Standards Institute
APA	- Engineered Wood Association
APWA	- American Public Works Association
AREMA	- American Railway Engineering and Maintenance of Right-of-Way Association
ASCE	- American Society of Civil Engineers
ASME	- American Society of Mechanical Engineers
ASTM	- American Society for Testing and Materials

ATPB	- Asphalt Treated Permeable Base
AWG	- American Wire Gauge
AWPA	- American Wood Protection Association
AWS	- American Welding Society
AWWA	- American Water Works Association
CAGT	- Certified Aggregate Technician
CAT-I	- Certified Asphalt Technician I
CAT-II	- Certified Asphalt Technician II
CBM	- Certified Ballast Manufacturers
CCO	- Contract Change Order
CCT	- Concrete Control Technician
CDT	- Certified Density Technician
CEBT	- Certified Embankment and Base Technician
CMDT	- Certified Mixture Design Technician
CPF	- Composite Pay Factor
CRSI	- Concrete Reinforcing Steel Institute
CFR	- Code of Federal Regulations
CS	- Commercial Standard, Commodity Standards Division, U.S. Department of Commerce
D1.1	- Structural Welding Code - Steel, American Welding Society, current edition
D1.5	- Bridge Welding Code, American Welding Society, current edition
DBE	- Disadvantaged Business Enterprise
DEQ	- Department of Environmental Quality, State of Oregon
DOGAMI	- Department of Geology and Mineral Industries, State of Oregon
DSL	- Department of State Lands, State of Oregon
EAC	- Emulsified Asphalt Concrete
EPA	- U.S. Environmental Protection Agency
ESCP	- Erosion and Sediment Control Plan
FHWA	- Federal Highway Administration, U.S. Department of Transportation
FSS	- Federal Specifications and Standards, General Services Administration
GSA	- General Services Administration
ICEA	- Insulated Cable Engineers Association (formerly IPCEA)
IES	- Illuminating Engineering Society
IMSA	- International Municipal Signal Association
ISO	- International Standards Organization
ITE	- Institute of Transportation Engineers
JMF	- Job Mix Formula
MFTP	- Manual of Field Test Procedures (ODOT)
MIL	- Military Specifications
MSC	- Minor Structure Concrete
MUTCD	- Manual on Uniform Traffic Control Devices for Streets and Highways, FHWA, U.S. Department of Transportation
NEC	- National Electrical Code
NEMA	- National Electrical Manufacturer's Association
NESC	- National Electrical Safety Code
NIST	- National Institute of Standards and Technology
NPDES	- National Pollutant Discharge Elimination System
NPS	- Nominal Pipe Size (dimensionless)
OAR	- Oregon Administrative Rules
ODA	- Oregon Department of Agriculture
ODOT	- Oregon Department of Transportation
ORS	- Oregon Revised Statutes
OR-OSHA	- Oregon Occupational Safety and Health Division of the Department of Consumer and Business Services
OSHA	- Occupational Safety and Health Administration, U.S. Department of Labor
PCA	- Portland Cement Association
PCC	- Portland Cement Concrete
PCI	- Precast/Prestressed Concrete Institute

PCP	-	Pollution Control Plan
PF	-	Pay Factor of a constituent
PLS	-	Professional Land Surveyor
PMBB	-	Plant Mixed Bituminous Base
PTI	-	Post-Tensioning Institute
PUC	-	Public Utility Commission, State of Oregon
QA	-	Quality Assurance
QC	-	Quality Control
QCT	-	Quality Control Technician
QL	-	Quality Level
QPL	-	Qualified Products List
RAP	-	Reclaimed Asphalt Pavement
REA	-	Rural Electrification Administration, U.S. Department of Agriculture
RMA	-	Radio Manufacturers Association or Rubber Manufacturers Association
SAE	-	Society of Automotive Engineers
SI	-	International System of Units (Système Internationale)
SRCM	-	Soil and Rock Classification Manual (ODOT)
SSPC	-	Society for Protective Coatings
T	-	Tolerances, AASHTO Test Method
TM	-	Test Method (ODOT)
TV	-	Target Value
UBC	-	Uniform Building Code (as adopted by the State of Oregon)
UL	-	Underwriters Laboratory, Inc.
UPC	-	Uniform Plumbing Code (as adopted by the State of Oregon)
USC	-	United States Code
WAQTC	-	Western Alliance for Quality Transportation Construction
WCLIB	-	West Coast Lumber Inspection Bureau
WWPA	-	Western Wood Products Association

Definitions

00110.20 Definitions - Following are definitions of words and phrases used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other definitions may be in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

Act of God or Nature - A natural phenomenon of such catastrophic proportions or intensity as would reasonably prevent performance.

Addendum - A written or graphic modification, issued before the opening of Bids, which revises, adds to, or deletes information in the Solicitation Documents or previously issued Addenda.

Additional Work - Increased quantities of any Pay Item for which a unit price has been established, or the increase of Work within the scope of the Contract.

Advertisement - The public announcement (Call for Bids) inviting Bids for Work to be performed or Materials to be furnished.

Agency - The City of Warrenton, a municipal corporation of the State of Oregon, which has entered into a Contract with the Contractor.

Agency-Controlled Lands - Lands owned by the Agency, or controlled by the Agency under lease or agreement, or under the jurisdiction and control of the Agency for the purposes of the Contract.

Aggregate - Rock of specified quality and gradation.

Attorney in Fact - An Entity appointed by another to act in its place, either for some particular purpose or for the transaction of business in general.

Award - Written notification to the Bidder that the Bidder has been awarded a Contract.

Base - A Course of specified material of specified thickness placed below the Pavement.

Bid - A competitive offer, binding on the Bidder and submitted in response to an invitation to bid.

Bid Bond - The Surety bond for Bid guarantee.

Bid Booklet - The bound paper version included in the Solicitation Documents that contain the information identified in 00120.10.

Bid Closing - The date and time after which Bids, Bid modifications, and Bid withdrawals will no longer be accepted.

Bid Documents - See under Solicitation Document.

Bid Opening - The date and time Bids are opened.

Bid Schedule – The lump sum Pay Item; or the list of Pay Items, their units of measurement, and estimated quantities. (When a Contract is awarded, the Bid Schedule becomes the Schedule of Items.)

Bid Section - The portion of the Bid Booklet containing all pages after the Bidder's checklist and before the appendix.

Bidder - An Entity that submits a Bid in response to an invitation to bid.

Bike Lane - A lane in the Traveled Way, designated by striping and Pavement markings for the preferential or exclusive use of bicyclists.

Borrow - Material lying outside of planned or required Roadbed excavation used to complete Project earthwork.

Boulders - Particles of rock that will not pass a 12 inch square opening.

Bridge - A single or multiple span Structure, including supports, that carries motorized and non-motorized vehicles, pedestrians, or utilities on a Roadway, walk, or track over a watercourse, highway, railroad, or other feature.

Buttress - A rock fill placed at the toe of a landslide or potential landslide in order to resist slide movement.

Calendar Day - Any day shown on the calendar, beginning and ending at midnight.

Call for Bids - The public announcement inviting Bids for Work to be performed or Materials to be provided.

Camber - A slight arch in a surface or Structure to compensate for loading.

Change Order - A written order issued by the Engineer to the Contractor modifying Work required by the Contract, or adding Work within the scope of the Contract, and, if applicable, establishing the basis of payment for the modified Work.

Class of Work - A designation referring to the type of Work in which Bidders must be pre-qualified.

Clay - Soil passing a No. 200 sieve that can be made to exhibit plasticity (putty-like properties) within a range of water contents.

Clear Zone - Roadside border area, starting at the edge of the Traveled Way, that is available for safe use by errant vehicles. Establishing a minimum width Clear Zone implies that rigid objects and certain other hazards within the Clear Zone should be relocated outside the Clear Zone, or shielded, or remodeled to make them break away on impact or be safely traversable.

Close Conformance - Where working tolerances are given on the Plans or in the Specifications, Close Conformance means compliance with those tolerances. Where working tolerances are not given, Close Conformance means compliance, in the Engineer's judgment, with reasonable and customary manufacturing and construction tolerances.

Coarse Aggregate - Crushed Rock or crushed Gravel retained on a 1/4 inch sieve, with allowable undersize.

Cobbles - Particles of Rock, rounded or not, that will pass a 12 inch square opening and be retained on a 3 inch sieve.

Commercial Grade Concrete - Concrete furnished according to Contractor proportioning, placed in minor Structures and finished as specified.

Construction Contracts Unit - Agency's office that administers construction contracts.

Contract - The written agreement between the Agency and the Contractor, including without limitation all Contract Documents, describing the Work to be completed and defining the rights and obligations of the Agency and the Contractor.

Contract Administration Engineer - The Agency representative presiding over Agency-level claims review under 00199.40.

Contract Amount - Lump sum Pay Item or the sum of the Pay Item amounts computed by multiplying the Pay Item quantities by the unit prices in the Schedule of Items.

Contract Documents - Solicitation Documents, Specifications, Plans, Contract booklet, Change Orders, Force Account Work orders, pay documents issued by the Agency, Materials certifications, Project Work schedules, final estimate, written orders and authorizations issued by the Agency, Material source development and reclamation plans, and permits, orders and authorizations obtained by the Contractor or Agency applicable to the Project, as well as all documents incorporated by reference therein.

Contract Time - The amount of time allowed to complete the Work under the Contract.

Contractor - The Entity awarded the Contract according to the solicitation.

Correction Period - Period from Second Notification to Final Acceptance as per Subsection 00170.85(b).

Course - A specified Surfacing Material placed in one or more Lifts to a specified thickness.

Coverage - One Pass by a piece of Equipment over an entire designated area.

Cross Section - The exact image formed by a plane cutting through an object, usually at right angles to a central axis, to determine area.

Day - A Calendar Day including weekdays, weekends, and holidays, unless otherwise specified.

Defective – An adjective which when modifying the word "Work" refers to work that: (1) is unsatisfactory, faulty or deficient; (2) does not conform to the Contract Documents; (3) does not meet the requirements of any inspection, test for approval referred to in the Contract Documents; or (4) has been damaged prior to Engineer's recommendation for final payment.

Durable Rock - Rock that has a slake durability index of at least 90% based on a two-cycle slake durability test, according to ASTM D 4644. In the absence of test results, the Engineer may evaluate the durability visually.

Emulsified Asphalt - Emulsified asphalt cement.

Emulsified Asphalt Concrete - A mixture of Emulsified Asphalt and graded Aggregate.

Engineer - The Engineer who represents the Agency and who is designated by the Agency to administer the Contract.

Entity - A natural person capable of being legally bound, sole proprietorship, limited liability company, corporation, partnership, limited liability partnership, limited partnership, profit or nonprofit unincorporated association, business trust, two or more persons having a joint or common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision.

Equipment - All machinery, tools, manufactured products, and fabricated items needed to complete the Contract or specified for incorporation into the Work.

Establishment Period - The time specified to assure satisfactory establishment and growth of planted Materials.

Existing Surfacing - Pavements, slabs, curbs, gutters, walks, driveways, and similar constructions of bricks, blocks, portland cement concrete, bituminous treated materials, and granular surfacing materials on existing Highways.

Extra Work - Work not included in the Contract, but deemed by the Engineer to be necessary to complete the Project.

Field Order – A written order issued by the Engineer which requires minor changes in the Work but which may not involve a change in the Contract Amount or the Contract Times.

Final Acceptance - Written confirmation by the Agency that the Project has been completed according to the Contract including all corrective work identified by the Agency during the Correction Period, with the exception of latent defects and Warranty obligations, if any, and has been accepted.

Final Inspection - The inspection conducted by the Engineer to determine that the Project has been completed according to the Contract.

Fine Aggregate - Crushed Rock, crushed Gravel, or Sand that passes a 1/4 inch sieve, with allowable oversize.

First Notification - Written Notice to Proceed provided by the Engineer.

Force Account Work - Items of Extra Work ordered by the Engineer that are to be paid according to Section 00197.

Granular Material - Graded and selected free-draining material composed of particles of Rock, Sand, and Gravel.

Gravel - Particles of Rock, rounded or not, that will pass a 3 inch sieve and be retained on a No. 4 sieve.

Highway - Every road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of the State, open, used or intended for use by vehicular traffic.

Incidental - A term identifying those acts, services, transactions, property, Equipment, labor, Materials, or other items for which the Agency will make no separate or additional payment.

Inspector - The representative of the Engineer authorized to inspect and report on Contract performance.

Leveling - Placing a variable-thickness Course of Materials to restore horizontal and vertical uniformity to existing Pavements, normally continuous throughout the Project.

Lift - The compacted thickness of material placed by Equipment in a single Pass.

Mandatory Source - A material source provided by the Agency from which the Contractor is required to obtain Materials. (see 00160.00(b) and 00160.40)

Materials - Any natural or manmade substance specified for use in the construction of the Project or for incorporation into the Work.

Median - The portion of a divided Highway separating traffic traveling in opposite directions.

Milestone – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

Multiple Course Construction - Two or more Courses, exclusive of Patching or Leveling, placed over the entire Roadway width.

Multi-Use Path - That portion of the Highway Right-of-Way or a separate Right-of-Way, physically separated from motor vehicle traffic and designated for use by pedestrians, bicyclists and other non-motorized users.

Neat Line - Theoretical lines specified or indicated on the Plans for measurement of quantities.

Nondurable Rock - Rock that has a slake durability index of less than 90% based on a two-cycle slake durability test, as tested by ASTM D 4644, or Rock that is observed to readily degrade by air, water, and mechanical influence.

Notice to Proceed - Written notice authorizing the Contractor to begin performance of the Work.

On-Site Work - Any Work taking place on the Project Site, including designated staging areas adjacent to the Project Site, except for installation of covered temporary signs according to Section 00225.

Organic Soil - A Soil with sufficient organic content to influence the Soil properties.

Panel - The width of specified Material being placed by Equipment in a single Pass.

Pass - One movement of a piece of Equipment over a particular location.

Patching - Placing a variable-thickness Course of Materials to correct sags, dips, and/or bumps to the existing grade and Cross Section, normally intermittent throughout the Project.

Pavement - Asphalt concrete or portland cement concrete placed for the use of motor vehicles, bicycles, or pedestrians on Roadways, Shoulders, Multi-Use Paths and parking areas.

Pay Item (Contract Item) - A specific unit of Work for which a price is provided in the Contract.

Payment Bond - The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of its obligation to pay promptly in full all sums due for Materials, Equipment, and labor furnished to complete the Work.

Peat - A Soil composed primarily of vegetative matter in various stages of decomposition, usually with an organic odor, dark brown to black color, and a spongy consistency.

Performance Bond - The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of the Contract.

Plans - Standard and Supplemental Drawings, and approved unstamped and reviewed stamped Working Drawings. (see 00150.10 and 00150.35)

Project - The sum of all Work to be performed under the Contract.

Project Manager - The Engineer's representative directly responsible for administration of a Contract.

Project Site - The geographical dimensions of the real property on which the Work is to be performed, including designated contiguous staging areas.

Prospective Source - A Material source provided by the Agency, from which the Contractor has the option of obtaining Materials. (see 00160.00(a) and 00160.40)

Publicly-Owned Equipment - Equipment acquired by a state, county, municipality or political subdivision primarily for use in its own operations.

Public Traffic - Vehicular or pedestrian movement, not associated with the Contract Work, on a public way.

Railroad - Publicly or privately owned rail carriers, including passenger, freight, and commuter rail carriers, their tenants, and licensees. Also, Utilities that jointly own or use such facilities.

Right-of-Way - Land, property, or property interest, usually in a strip, acquired for or devoted to transportation or other public works purposes.

Roadbed - Completed excavations and embankments for the Subgrade, including ditches, side slopes, and slope rounding, if any.

Roadside - The area between the outside edges of the Shoulders and the Right-of-Way boundaries. Unpaved median areas between inside Shoulders of divided Highways and infield areas of interchanges are included.

Roadway - That portion of a Highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or Shoulder. If a Highway includes two or more separate Roadways, the term "Roadway" refers to any such Roadway separately, but not to all such Roadways collectively. (see Traveled Way)

Rock - Natural deposit of solid material composed of one or more minerals occurring in large masses or fragments.

Sand - Particles of Rock that will pass a No. 4 sieve and be retained on a No. 200 sieve.

Schedule of Items - The list of Pay Items, their units of measurement, estimated quantities, and prices.

Schedule of Values - The breakdown of the values of the component elements comprising a lump sum Pay Item.

Second Notification - Written acknowledgment by the Engineer of the Substantial Completion of the Work according to 00180.50(g).

Shoulder - The part of a Roadbed contiguous to the Traveled Way or Roadway, whether paved or unpaved, for accommodating stopped vehicles, for emergency use and for lateral support of Base and surface Courses.

Silt - Soil passing a No. 200 sieve that is nonplastic or exhibits very low plasticity.

Single Course Construction - A wearing Course only, not including patching or leveling Courses or partial width Base Course.

Slope - Vertical distance to horizontal distance, unless otherwise specified.

Soil - Accumulations of particles produced by the disintegration of Rock, which sometimes contains organic matter. Particles may vary in size from Clay to Boulders.

Solicitation Document - Documents which define the procurement of a public improvement Project, including, but not limited to, the Bid Booklet, Agency-provided Plans, Standard Specifications, Special Provisions, Addenda, and which includes all documents incorporated by reference. May also be called Bid Documents.

Special Provisions - The special directions, provisions, and requirements specific to a Project that supplement or modify the Standard Specifications. Permits and orders governing the Project that are issued directly to the Agency by a governmental or regulatory authority are considered to be part of the Special Provisions, to the extent and under the conditions stipulated in the Special Provisions.

Specifications - The Standard Specifications and Special Provisions, together with all provisions of other documents incorporated therein by reference.

Standard Drawings - The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project.

Standard Specifications - The "General Conditions for Construction for the City of Warrenton" published by the Agency, and the "2015 Oregon Standard Specifications for Construction", Parts 00200 through 03000, "Technical Specifications", published by the Oregon Department of Transportation as amended by the Agency. It provides directions, provisions, and requirements necessary for performing public improvement projects.

State - The State of Oregon.

Structures - Bridges, retaining walls, endwalls, cribbing, buildings, culverts, manholes, catch basins, drop inlets, sewers, service pipes, underdrains, foundation drains, and other similar features which may be encountered in the Work.

Subbase - A Course of specified material of specified thickness between the Subgrade and a Base.

Subcontractor - An Entity having a direct contract with the Contractor or another Subcontractor, to perform a portion of the Work.

Subgrade - The top surface of completed earthwork on which Subbase, Base, Surfacing, Pavement, or a Course of other Material is to be placed.

Substantial Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

Substructure - Those parts of a Structure which support the Superstructure, including bents, piers, abutments, and integrally built wingwalls, up to the surfaces on which bearing devices rest. Substructure also includes portions above bearing surfaces when those portions are built integrally with a Substructure unit (e.g., backwalls of abutments). When Substructure and Superstructure elements are built integrally, the division between Substructure and Superstructure is considered to be at the bottom soffit of the longitudinal or transverse beam, whichever is lower. Culverts and rigid frames are considered to be entirely Substructure.

Superstructure - Those parts of a Structure above the Substructure, including bearing devices.

Supplemental Drawings - The Agency-prepared detailed drawings for Work or methods of construction that are Project specific, and are denoted by title in the Project title block.

Supplier - The Entity that furnishes goods to be incorporated into the Work.

Surety - The Entity that issues the bond.

Surfacing - The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulders, or parking areas for vehicle use.

Third Notification - Written acknowledgment by the Engineer, subject to Final Acceptance, that as of the date of the notification the Contractor has achieved Final Completion of the Project according to the Contract, including without limitation completion of all minor corrective work, Equipment and plant removal, site clean-up, and submittal of all certifications, bills, forms and documents required under the Contract.

Ton - One short ton of 2,000 pounds (Ton, ton, Tn, or T).

Topsoil - Soil ready for use in a planting bed.

Traffic Lane - That part of the Traveled Way marked for moving a single line of vehicles.

Traveled Way - That part of the Highway for moving vehicles, exclusive of berms and Shoulders.

Typical Section - That Cross Section established by the Plans which represents in general the lines to which the Contractor shall work in the performance of the Contract.

Unsuitable Material - Frozen material, or material that contains organic matter, muck, humus, peat, sticks, debris, chemicals, toxic matter, or other deleterious materials not normally suitable for use in earthwork.

Utility - A line, facility, or system for producing, transmitting, or distributing communications, power, electricity, heat, gas, oil, water, steam, waste, storm water not connected with highway drainage, or any other similar commodity which directly or indirectly serves the public. The term may also mean the utility company, district, or cooperative owning and operating such facilities, including any wholly-owned or controlled subsidiary.

Warranty Bond - The approved security furnished by the Contractor's, Subcontractor's, Manufacturer's, Installer's or Supplier's Surety as a guaranty of performance of their respective warranty obligations.

Wetlands - Areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, vegetation typically adapted for life in saturated Soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Work - The furnishing of all Materials, Equipment, labor, and Incidentals necessary to successfully complete any individual Pay Item or the entire Contract, and the discharge of duties and obligations imposed by the Contract.

Work Change Directive – A written statement to Contractor issued on or after the Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Amount or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently

issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Amount or Contract Times.

Work Day - Every Calendar day excluding Saturdays, Sundays and legal holidays as listed in ORS187.010.

Worker - Any person performing work under the contract, including employees of the Contractor or subcontractor, and persons having full or partial ownership of the Contractor or subcontractor. (This definition is not intended to nor does it alter the definition or meaning of the term "worker" as used in any applicable laws or regulations, including but not limited to for purposes of paying prevailing wage rates.)

Working Drawings - Supplemental Plans, not furnished by the Agency, that the Contractor is required to submit to the Engineer. (see 00150.35)

Workplace Violence - Any act of physical, verbal or written aggression by an individual in or related to the work place and/or project sites. This includes, but is not limited to, verbal abuse, threats or intimidation and physical intimidation, assault or battery by a worker or former worker. Work place violence may also include destruction or abuse of property.

Section 00120 - Bidding Requirements and Procedures

00120.01 Receipt of Bids; Opening – See **Special Provisions**.

00120.02 Prequalification of Bidders – See **Special Provisions**.

00120.03 Request for Solicitation Documents – See **Special Provisions**.

00120.04 Pre-Bid Meeting – See **Special Provisions**

00120.10 Bid Booklet - The Bid Booklet may include, but is not limited to:

- Call for Bids
- Bidder's Checklist
- Bid Section
- Appendix, which includes required time-sensitive forms, sample forms, and other informational pages

The Call for Bids and Bid Section may include, but is not limited to:

- Description and location of the proposed Project
- Time, date, and location for opening Bids
- Project completion time
- Class of Work
- Bid statement
- Certificate of non-collusion
- Certificate of Nondiscrimination
- Certificate of noninvolvement in any debarment or suspension (for Federal-Aid Projects)
- Certificate regarding lobbying activities (for Federal-Aid Projects)
- Certificate of residency (for State Projects)
- Certificate of compliance with Oregon tax laws
- Bid Schedule
- Identification of Bidder(s) and Sureties
- Bid signature page
- Bid Bond form
- First-tier Subcontractor Disclosure form

Other certificates or statements may be bound within the Bid Section. Plans, Specifications, and other documents referred to in the Bid Section will be considered part of the Bid.

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered - Before submitting a Bid, Bidders shall make a careful visual examination of the site of the proposed Work, the Bid Booklet, Plans, and Specifications. Bidders shall also review any subsurface investigation material referenced in 00120.25 that may be available and conduct additional investigation of any unusual condition apparent during the visual site examination. As soon as reasonably practicable after noting any such unusual condition, Bidder shall notify Agency, in writing, of any such unusual condition and the additional investigation undertaken by Bidder. Submission of a Bid will constitute confirmation that the Bidder has examined the Project Site and finds the Plans and Specifications to be sufficiently detailed and accurate to enable Bidder to properly perform the Work, and understands the conditions to be encountered in performing the Work and all requirements of the Contract.

The Bidder is responsible for loss or unanticipated costs suffered by the Bidder because of the Bidder's failure to fully examine the site and become fully informed about all conditions of the Work, or failure to request clarification of Plans and Specifications Bidder believes to be erroneous or incomplete.

Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing by email through the Engineer. Unless the procurement period is shorter than one week, requests for changes or clarification shall be submitted at least seven days prior to the date of Bid Closing. The Agency will respond to each request at least 72 hours prior to the date of Bid Closing. If the Procurement period is less than seven days, requests shall be submitted within one day after the Procurement is issued and the Agency will issue its response to each such request at least 24 hours prior to Bid Closing. Failure to timely request clarification or changes shall be deemed acceptance of all of the terms and conditions of the Procurement. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Engineer. Such notification shall also be made in sufficient time for the Agency to make any necessary modifications and issue Addenda to Bidders prior to Bid Closing.

00120.16 Material, Equipment, and Method Substitutions - When the Contract specifies certain Materials, Equipment, and/or methods, the Bidder shall include those Materials, Equipment, and/or methods in the Bid. Substitution after execution of Contract is specified in 00180.31(b), 00180.31(c), and 00180.31(d).

00120.17 Use of Agency-Owned Land for Staging or Storage Areas - The Contractor may use Agency-owned property for staging or storage areas, subject to the following limitations:

(a) Within Normal Right-of-Way Limits - If approved by the Engineer, the Contractor may use available property within the normal Right-of-Way limits for the purpose of constructing improvements under the Contract. Where the Agency owns, or has rights to, other adjacent properties in the Project area, "normal Right-of-Way" is limited to a line drawn across that property connecting the normal Right-of-Way limits on either side of the property.

(b) Outside Normal Right-of-Way Limits - The Contractor may not use Agency-owned property outside of normal Right-of-Way limits for the Project without the approval of the Engineer.

If a Bidder obtains approval before submitting a Bid, use of the property will be at no cost to the Contractor, or at a cost stated by the Engineer upon granting approval, as confirmed by Addendum.

If approval is not obtained before submitting a Bid, and the Contractor proposes to use Agency-owned property outside the normal Right-of-Way limits, then use of the property may be approved by the Engineer, but the Contractor will be assessed fair market value, as determined by the Engineer, for use of the property.

(c) Restrictions on Use - Contractors shall comply with all applicable laws, ordinances, and regulations pertaining to use of Agency-owned property, and shall:

- Not cause unreasonable impacts on traffic and other facility users.
- Clean up all hazardous materials deposited by, or resulting from, Contractor operations.
- Be responsible for all costs associated with use of the property.

00120.20 Interpretation of Quantities in Bid Schedule - Quantities appearing in the Bid Schedule are approximate and are provided only for comparison of Bids. The Agency does not warrant that the actual individual items, amount of Work, or quantities will correspond to those shown in the Bid Schedule. Payment to the Contractor will be made only for actual quantities of Work performed and accepted or Materials furnished and accepted, as required by the Contract. Quantities of Work to be performed and Materials to be furnished may each be increased, decreased, or omitted as provided in 00120.30 and 00140.30.

00120.25 Subsurface Investigations - If the Agency or its consultant has conducted subsurface or geologic investigations of the proposed Project Site or contiguous to the Project Site, the results of the investigations may be included in written reports. If reports have been prepared, such reports shall be included in the Solicitation Documents and shall be considered as part of the Contract Documents to the extent that the Contractor may rely upon the accuracy of the "technical data" contained in such reports. If the Agency has retained subsurface samples, they will also be available for inspection. Bidders and the Contractor may make arrangements for viewing the samples through the Engineer's office.

The availability of subsurface information from the Agency is solely for the convenience of the Bidder and shall not relieve the Bidder or the Contractor of any risk, duty to make examinations and investigations as required by 00120.15, or other responsibility under the Contract Documents. It is mutually agreed to by all parties that:

- The subsurface investigations made by the Agency are for the purpose of obtaining data for planning and design of the Project.
- The data for individual test boring logs apply only to that particular boring and is not intended to be conclusive as to the character of any material between or around test borings.
- If Bidders use this information in preparing a Bid, it is used at their own risk, and Bidders are responsible for all conclusions, deductions, and inferences drawn from this information.
- Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, consultants, or subcontractors with respect to any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. Only holders of Solicitation Documents obtained from the Agency's office who have been identified by the Agency as Holders of Bidding Plans will be notified of these Addenda by mail, delivery service, electronic facsimile (FAX) or email sent to the Bidder's mail, street or email address or FAX number as it appears in the Agency's files.

The Agency may extend Bid closing if Agency determines prospective bidders need additional time to review and respond to addenda. Agency will not, except to the extent required by a countervailing public interest, issue Addenda less than 72 hours before Bid closing unless the Addendum also extends Bid closing.

The Agency will not be responsible for failure of Bidders to receive Addenda sent as described in the preceding paragraph. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda issued before Bid Closing.

00120.40 Preparation of Bids:

(a) General:

(1) Bids - The Bidders shall not alter, in any manner, the documents within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of an agreement to all certifications and statements contained in the Bid Booklet. Entries on the documents in the Bid Section shall be in black or blue ink or typed. Signatures and initials shall be in ink.

The Bidder shall properly complete and bind all the documents in the Bid Section, as specified in 00120.10, between the front and back covers of the Bid Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided. (see 00120.40(d))

(b) Bid Schedule Entries:

(1) Bid Schedule Entries - Using figures, Bidders shall fill in all blank spaces in the Bid Schedule. For each item in the Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Unit prices submitted which contain more than two decimal places, will be truncated by the Agency at the second decimal place to determine the product of the unit price and quantity. No rounding will be considered or paid. Bidders Bid shall also enter the total amount of the Bid obtained by adding amounts for all items in the paper Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed.

(c) Bidder's Address and Signature Pages - Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed by a duly authorized representative of the Bidder.

d) Bid Guaranty - All Bids shall be accompanied by a Bid guaranty in the amount of 5% of the total amount of the Bid.

(1) Bid Guaranty The Bid guaranty shall be either a Surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 or security in the form of a cashier's check or certified check made payable to the Agency. (see ORS 279C.365(4))

If a Surety bond is submitted, Bidders shall use the Agency's standard Bid Bond form included with the Bid Booklet. Bidders shall submit the bond with original signatures and the Surety's seal affixed. The Bid guaranty shall be submitted by mail, delivery service, or hand delivered to the offices and addresses, and at the times given in the Bid Booklet.

- Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.
- Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

(e) Disclosure of First-Tier Subcontractors - If a Bidder's Bid on a public improvement Project exceeds \$100,000, the Bidder shall, within 2 working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure Form may be submitted for a Bid either:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid at the time and place designated for receipt of Bids;
- By removing it from the Bid Booklet, filling it out and submitting it separately to the Agency at the address given in the Bid Booklet; or
- The Subcontractor Disclosure Form shall be sealed in a separate envelope, addressed to Public Works Director, City of Warrenton, 225 S Main Ave, Warrenton, OR 97146, showing on the outside of the envelope the name of the Bidder and the Contract title preceded by the words "Subcontractor Disclosure Form". **Facsimile submissions of Subcontractor Disclosure Form will not be accepted.**

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the Agency within two 2 working hours of the time designated for receiving Bids.

THE AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).

00120.45 Submittal of Bids:

(a) Bids - Bids may be submitted by mail, parcel delivery service, or hand delivery to the Agency, and at the times given in the Bid Booklet. Bids may not be submitted by FAX or electronic means. Submit Bids in a sealed envelope addressed to Public Works Director, City of Warrenton, 225 S Main Ave, Warrenton, Oregon 97146. Date of opening and Project title must be plainly marked on the outside of the sealed envelope preceded by the words "Sealed Bid". If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the paper Bid inside the delivery or courier service's envelope.

Bids submitted after the time set for receiving Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

Preparation and submission of Bids is at the sole risk and expense of the Bidder and is not a cost of contract performance.

00120.60 Revision or Withdrawal of Bids:

(a) Bids - Information entered into the Bid Booklet by the Bidder may be changed after the Bid has been delivered to the Agency, provided that:

- Changes are prepared according to the instructions identified in the Bid Booklet; and
- Changes are received at the same offices, addresses, and times identified in the Bid Booklet for submitting Bids; and
- The changes are submitted in writing, signed by an individual authorized to sign the Bid.

A Bidder may withdraw its Bid after it has been delivered to the Agency, provided that:

- The written withdrawal request is submitted in person on the Bidder's letterhead; and
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and
- The request is received at the same offices, addresses, and prior to the time identified in the Bid Booklet for submitting Bids.

No Bid can be withdrawn after having been opened.

00120.65 Opening and Comparing Bids - Bids will be opened and the total price for each Bid will be read publicly at the time and place indicated in the Call for Bids. Bidders and other interested parties are invited to be present.

Bids for each Project will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the Agency may make arithmetic corrections on extension amounts.

00120.70 Rejection of Nonresponsive Bids - A Bid will be considered irregular and will be rejected if the irregularity is deemed by the Agency to render the Bid non-responsive. Examples of irregularities include without limitation:

- The Bid Section documents provided are not properly used or contain unauthorized alterations.
- The Bid is incomplete or incorrectly completed.
- The Bid contains improper additions, deletions, alternate Bids, or conditions.
- The Bid is submitted on documents not obtained directly from the Agency, or is submitted by a Bidder who has not been identified by the Agency as a Holder of Bidding Plans, as required by 00120.03.
- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.40 and 00120.60.
- A member of a joint venture and the joint venture submit Bids for the same Project. Both Bids may be rejected.
- The Bid has entries not typed or in ink, or has signatures or initials not in ink.
- Each change or correction is not individually initialed.
- White-out tape or white-out liquid is used to correct item entries.
- The price per unit cannot be determined.
- The Bid guaranty is insufficient or improper.
- The original Bid Bond form is not used or is altered.
- The Oregon Construction Contractors Board registration number and expiration date are not shown on the Bid if required in the Solicitation Document. This requirement applies to Agency and State-funded Projects, with the exception of Aggregate production and landscape Projects. (not required on Federal-Aid Projects)
- A disclosure of qualified first-tier Subcontractors, if required under 00120.40(e), is not received within 2 working hours of the time Bids are due to be submitted, or the disclosure form is not complete.

- The Bidder has not complied with the DBE requirements of the solicitation.
- The Bid does not acknowledge all issued Addenda.
- The Bid contains entries that are not greater than zero.
- The Bid entries are not expressed in U.S. dollars and cents.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

In addition, the Agency may reject all Bids for good cause upon its finding that it is in the public interest to do so. The Agency may also waive minor informalities or irregularities.

00120.80 Reciprocal Preference for Oregon Resident Bidders - This Subsection applies only to Contracts for Projects financed without federal funds.

Bidders shall complete the certificate of residency provided by the Agency in the Bid Booklet. Failure to properly complete the form will be cause to reject the Bid.

As used in the certificate of residency and this Subsection, "Resident Bidder" means a Bidder who has:

- Paid unemployment taxes or income taxes in the State of Oregon during any of the 12 calendar months immediately preceding submission of the Bid;
- A business address in the State of Oregon; and
- Certified in the Bid that the Bidder qualifies as a Resident Bidder.

"Nonresident Bidder" means a Bidder who is not a Resident Bidder as defined above.

In determining the lowest Bid, the Agency will, for the purpose of awarding the Contract, add a percentage increase to the Bid of a Nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides (ORS 279A.120). The percentage preference applied in each state will be published on or before January 1 of each year by the Oregon Department of Administrative Services. The Agency may rely on these percentages without incurring liability to any Bidder (ORS 279A.120).

This increase will only be applied to determine the lowest Bid, and will not cause an increase in payment to the Contractor after Award of the Contract.

00120.90 Disqualification of Bidders - The Bid(s) of a disqualified Bidder will be rejected. Any of the following reasons is sufficient to disqualify a Bidder:

- More than one Bid is submitted for the same Work by an Entity under the same or different name(s).
- Evidence of collusion among Bidders. Participants in collusion will be found not responsible, and may be subject to criminal prosecution.
- Any of the grounds for disqualification cited in ORS 279C.440.

A Bidder will be disqualified if the Bidder has:

- Not been prequalified as required by 00120.02;
- Been declared ineligible by the Commissioner of the Bureau of Labor and Industries under ORS 279C.860;
- Not been registered (licensed) by the Oregon Construction Contractors Board (CCB) or been licensed by the State Landscape Contractors Board before submitting a Bid (ORS 279C.365(1)(k), ORS 701.021, ORS 701.026, and ORS 671.530). The Bidder's registration number and expiration date shall be shown in the Bid form, if requested. Failure to furnish the registration number, if requested, will render the Bid non-responsive and subject to rejection. (not required on Federal-Aid projects); or
- Been determined by the CCB under ORS 701.227 not to be qualified to hold or participate in a public contract for a public improvement.

00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder - The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 or ORS 279C.375(3) will be rejected.

Section 00130 - Award and Execution of Contract

00130.00 Consideration of Bids - After opening and reading Bids, the Agency will check them for correct extensions of unit prices and totals. (see 00120.65) The total of extensions, corrected where necessary, will be used by the Agency for Award purposes. Discrepancies between words and figures will be resolved in favor of words. In selecting the lowest responsive Bid, the Agency reserves the right to take into consideration any or all alternatives called for in the Bid Form.

The Agency reserves the right to waive minor informalities and irregularities, and to reject any or all Bids for irregularities under 00120.70 or for good cause after finding that it is in the public interest to do so (ORS 279C.395). An example of good cause for rejection in the public interest is the Agency's determination that any of the unit Bid prices are materially unbalanced to the Agency's potential detriment. 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 Agency."

The Agency may correct obvious errors, when the correct information can be determined from the face of the document, if it finds that the best interest of the Agency and the public will be served thereby.

Bids will be considered and a Contract awarded, if at all, within 30 Calendar Days from the date of Bid Opening, unless an extension beyond that time is agreed to by both parties and acknowledged in writing by the Bidder.

00130.10 Award of Contract - After the Bids are opened and a determination is made that a Contract is to be awarded, the Contract will be awarded to the lowest responsible Bidder. For the purposes of this Section, "lowest responsible Bidder" means the responsible Bidder that submitted the lowest responsive Bid who is not on the list created by the Construction Contractors Board according to ORS 701, and who has:

- Substantially complied with all prescribed public bidding procedures and requirements.
- Available the appropriate financial, Materials, Equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the prospective Bidder to meet all contractual responsibilities.
- A satisfactory record of performance. In evaluating a Bidder's record of performance, the Agency may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.
- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the Agency may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.
- Qualified legally to contract with the Agency.
- Supplied all necessary information in connection with the Agency's inquiry concerning responsibility. If a prospective Bidder fails to promptly supply information requested by the Agency concerning responsibility, the Agency shall base the determination of responsibility upon any available information, or may find the prospective Bidder not to be responsible.
- Not been disqualified by the public contracting agency under ORS 279C.440.

If the Bidder is found not to have a satisfactory record of performance or integrity, the Agency will document the record and the reasons for the unsatisfactory finding.

The Agency will provide the Notice of Intent to Award to the Bidders, and may provide Notice of Intent to Award on the Agency's web site.

The Award will not be final until the later of the following:

- Seven calendar days after the Notice of Intent to Award has been issued; or
- The Agency has provided a written response to each timely protest, denying the protest and affirming the Award.

If the Agency accepts a Bid and awards a Contract, the Agency will send the successful Bidder written notice of acceptance and Award.

Notice of Award and Contract booklets ready for execution will be sent within 60 Calendar Days of the opening of Bids or within the number of Calendar Days specified in the **Special Provisions** or a written mutual agreement.

00130.15 Right to Protest Award - Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the Agency a written protest of the Agency's intent to Award within seven Calendar days following the date of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

An aggrieved Bidder may protest an award only if the Bidder alleges, in its written protest, that it should have received the award because:

- (a) All lower Bids are non-responsive;
- (b) The Agency failed to conduct the Bid process as described in the Bid Document;
- (c) The Agency has abused its discretion in rejecting the protestor's Bid as non-responsive or non-responsive; or
- (d) The Agency's evaluation of Bids or subsequent determination of award is otherwise in violation of ORS Chapters 279A and 279C or the Agency's public contracting rules.

The written protest must describe the facts that support the protest. The Agency may not consider late protests or protests that do not describe facts that would support a finding that the Bidder is aggrieved for one of the reasons in clauses (a) through (d) above.

00130.20 Cancellation of Award - Without liability to the Agency, the Agency may for good cause cancel Award at any time before the Contract is executed by all parties to the Contract, as provided by ORS 279C.395 for rejection of Bids, upon finding it is in the public interest to do so.

00130.30 Contract Booklet - The Contract booklet may include but is not limited to:

- Special Provisions
- Addenda
- Schedule of Items
- Contract (Agreement)
- Performance Bond
- Payment Bond
- Certification of workers' compensation coverage

00130.40 Contract Submittals - Before the Agency will execute the Contract, the successful Bidder shall furnish the following:

(a) Performance and Payment Bonds - When Awarded the Contract, the successful Bidder shall furnish a Performance Bond and a Payment Bond of a Surety authorized to do business in the State of Oregon.

The successful Bidder shall submit the standard bond forms, which are bound in the Contract booklet. Faxed or photocopied bond forms will not be accepted. The amount of each bond shall be equal to the Contract Amount. The Performance Bond and the Payment Bond must be signed by the Surety's authorized Attorney-in-Fact, and the Surety's seal must be affixed to each bond. A power of attorney for the Attorney-in-Fact shall be attached to the bonds in the Contract booklet, which must include bond numbers, and the Surety's original seal must be affixed to the power of attorney. Bonds shall not be canceled without the Agency's consent, nor will the Agency normally release them, prior to Contract completion. The amount of the Performance and Payment Bonds shall be increased to equal the new Contract Amount whenever the Contract Amount is increased for any reason.

(b) Certificates of Insurance - The successful Bidder shall furnish the Agency certificates of insurance applicable to the Project, according to 00170.70. The insurance coverages shall remain in force throughout the performance of the Contract and shall not be allowed to lapse without prior written approval of the Agency. Bidders shall refer to 00170.70 for minimum coverage limits and other requirements.

For specified Contracts, certified copies, and in some instances the original, of insurance policies may be required by the **Special Provisions**.

(c) Workers' Compensation - To certify compliance with the workers' compensation insurance coverage required by 00170.61(a) and 00170.70(d), the successful Bidder shall complete and sign the "Certification of Workers' Compensation Coverage" form bound in the Contract booklet.

(d) Registration Requirements:

(1) ORS 701.021, ORS 701.026, and ORS 671.530 require that Bidders be registered with the Oregon Construction Contractors Board or licensed by the State Landscape Contractors Board prior to submission of a Bid on a Project not involving federal funds. Registration with the Construction Contractors Board or licensing by the State Landscape Contractors Board is not a prerequisite to bidding on Federal-Aid Projects; however, the Agency will not execute a Contract until the Contractor is so registered or licensed.

(2) Bidders must be registered with the Corporation Division, Oregon Secretary of State, if bidding as a corporation, limited liability company, joint venture, or limited liability partnership, or if operating under an assumed business name and the legal name of each person carrying on the business is not included in the business name.

(3) A Contractor registered under ORS 701 may bid on a landscaping Project or perform a construction project that includes landscape contracting as a portion of the project if the landscape contracting is subcontracted to a licensed landscaping business as defined in ORS 671.520.

(4) A landscaping business may bid on a Project or perform a Contract that includes the phase of landscape contracting for which it is not licensed if it employs a landscape contractor, or subcontracts with another licensed landscaping business, licensed for that phase.

(e) Tax Identification Number - The successful Bidder shall furnish the Agency the Bidder's Federal Tax Identification Number.

00130.50 Execution of Contract and Bonds:

(a) By the Bidder - The successful Bidder shall deliver the required number of Contract booklets with the properly executed Contract, Performance Bond, Payment Bond, certification of workers' compensation coverage, and the required certificates of insurance, to the Agency within 14 Calendar Days after the date on which the Contract booklets are sent or otherwise conveyed to the Bidder under 00130.10. The Bidder shall return the originals of all documents received from the Agency and named in this Subsection, with original signatures. Certificates of insurance shall also be originals. Certificates of insurance for coverages that are permitted by the Agency under 00170.70(a) to be obtained by appropriate subcontractors shall be delivered by the Contractor to the Agency together with the Contractor's request under 00180.21 for approval of the subcontract with that subcontractor. No copies of these documents will be accepted by the Agency.

Proper execution requires that:

- If the Contractor is a partnership, limited liability partnership, joint venture, or limited liability company, an authorized representative of each Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond, and an authorization to sign shall be attached.
- If the Contractor is a corporation, the President and the Secretary of that corporation shall sign the Contract, Performance Bond, and Payment Bond. However, if other corporate officers are authorized to execute contracts and bonds, the successful Bidder shall furnish with those documents a certified, true and correct copy of the corporate bylaws or minutes stating that authority. If only one officer is signing, then the bylaws or minutes must include the authority to sign without the signature of others. The successful Bidder shall also include the title(s) or corporate office(s) held by the signer(s).

(b) By the Agency - Within 10 Working Days after the Agency has received and verified the properly executed documents specified in 00130.50(a), and received legal sufficiency approval from the Agency's attorney (if

required), the Agency will execute the Contract. The Agency will then send a fully-executed original Contract booklet to the successful Bidder, who then officially becomes the Contractor.

00130.60 Failure to Execute Contract and Bonds - Failure of the successful Bidder to execute the Contract and provide the required certificates, certifications, and bonds may be cause for cancellation of the Award, and may be cause for forfeiture of the Bid guaranty under ORS 279C.385.

Award may then be made to the next lowest responsible Bidder, the Project may be re-advertised, or the Work may be performed otherwise as the Agency decides.

The forfeited Bid guaranty will become the Agency's property, not as a penalty but as liquidation of damages resulting from the Bidder's failure to execute the Contract and provide the certificates, certifications, and bonds as required by these Specifications.

00130.70 Release of Bid Guaranties - Bid guaranties will be released and checks returned 7 Calendar Days after Bids are opened, except for those of the three apparent lowest Bidders on each Project. The guaranties of the three apparent lowest Bidders will be released and checks returned to unsuccessful Bidders within 7 days of the Agency's execution of the Contract.

00130.75 City's Business License - Successful Bidder shall have current business license with the City of Warrenton prior to entering into an agreement. Before permitting a subcontractor to begin work, Contractor shall verify that subcontractor has a current City of Warrenton business license.

00130.80 Project Site Restriction - Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment, or workers onto that Project Site.

The Contractor will not automatically be entitled to extra compensation because the commencement of Work is delayed by failure of the Agency to send the Contract for execution. However, if more than 60 Calendar Days elapse between the date the Bid is opened and the date the Agency sends the Contract to be executed, the Agency will consider granting an adjustment of time for completion of the Work to offset any actual delay to Contract completion resulting directly from delay in commencement.

00130.90 Notice to Proceed - Notice to Proceed will be issued within 5 Calendar Days after the Contract is executed by the Agency.

Should the Agency fail to issue the Notice to Proceed within 5 Calendar Days of Contract execution, the Contractor may apply for an adjustment of Contract Time according to 00180.80(c).

Section 00140 - Scope of Work

00140.00 Purpose of Contract - The purpose of the Contract is to set forth the rights and obligations of the parties and the terms and conditions governing completion of the Work. The Contractor's obligations shall include without limitation the following:

- The Contractor shall furnish all Materials, Equipment, labor, transportation, and Incidentals required to complete the Work according to Plans, Specifications, and terms of the Contract.
- The Contractor shall perform the Work according to the lines, grades, Typical Sections, dimensions, and other details shown on the Plans, as modified by written order, or as directed by the Engineer.
- The Contractor shall perform all Work determined by the Engineer to be necessary to complete the Project.
- The Contractor shall contact the Engineer for any necessary clarification or interpretation of the Contract.

00140.10 Typical Sections - The Typical Sections are intended to apply in general. At other locations where the Typical Section is not appropriate, the Contractor shall perform construction to the identified alignment as directed by the Engineer.

00140.20 Thickness - The thickness of Courses of Materials shown on the Plans, given in the Specifications, or established by the Engineer is considered to be the compacted thickness. Minor variations are acceptable when within tolerances specified in the Specifications or Plans, or when approved by the Engineer.

00140.30 Agency-Required Changes in the Work - Changes to the Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of Project construction.

Without impairing the Contract, the Agency reserves the right to require changes it deems necessary or desirable within the scope, which in the Specifications means general scope, of the Project. These changes may modify, without limitation:

- Specifications and design
- Grade and alignment
- Cross Sections and thicknesses of Courses of Materials
- Method or manner of performance of Work
- Project Limits

or may result in:

- Increases and decreases in quantities
- Additional Work
- Elimination of any Contract item of Work
- Acceleration or delay in performance of Work

Upon receipt of a Change Order, the Contractor shall perform the Work as modified by the Change Order. If the Change Order increases the Contract Amount, the Contractor shall notify its Surety of the increase and direct the Surety to increase the amount of the performance and payment bonds to equal the new Contract Amount. The Contractor's performance of Work according to Change Orders shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work will be made according to 00195.20. Contract Time adjustments, if any, will be made according to 00180.80. A Change Order signed by the Contractor is the agreement that the adjustment in the Contract Amount or Contract Time indicated is full compensation for all change order items including the impact of the change order on the balance of the Work to be accomplished.

00140.40 Differing Site Conditions - The following constitute differing Project Site conditions provided such conditions are discovered at the Project Site after commencement of the Work:

- **Type 1** - Subsurface or latent physical conditions that could not have been discovered by careful examination of the Project Site, utilities and available records as described in 00120.15 and differ materially from those indicated in the Contract Documents; or
- **Type 2** - Unknown physical conditions of unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

The party discovering such a condition shall promptly notify the other party, in writing, of the specific differing conditions before they are disturbed and before the affected Work is performed. The Contractor shall not continue Work in the affected area until the Engineer has inspected such condition according to 00195.30 to determine whether an adjustment to Contract Amount or Contract Time is required.

Payment adjustments due to differing Project Site conditions, if any, will be made according to 00195.30. Contract Time adjustments, if any, will be made according to 00180.80.

00140.50 Environmental Pollution Changes - ORS 279C.525 will apply to any increases in the scope of the Work required as a result of environmental or natural resources laws enacted or amended after the submission of Bids for the Contract. The Contractor shall comply with the applicable notice and other requirements of ORS 279C.525. The applicable rights and remedies of that statute will also apply.

In addition to ORS 279C.525, the Agency has compiled a list at 00170.01 of those federal, State, and local agencies, of which the Agency has knowledge, that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of Agency contracts.

00140.60 Extra Work - If directed by the Engineer's written order, the Contractor shall perform work not included in the Contract. The Contractor shall perform this work according to:

- Standard Specifications
- Standard Drawings
- Other Plans and Specifications issued by the Engineer

Payment for Extra Work will be made according to Section 00196. Contract Time adjustments, if any, will be made according to 00180.80.

00140.65 Disputed Work - The Contractor may dispute any part of a Change Order, written order, or an oral order from the Engineer by the procedures specified in Section 00199.

00140.70 Cost Reduction Proposals - The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Engineer, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

(a) Proposal Requirements - The Agency will not adopt a cost reduction proposal that impairs essential functions or characteristics of the Project including but not limited to service life, economy of operation, ease of maintenance, designed appearance, or design and safety standards.

To conserve time and funds, the Contractor may first submit a written request for a feasibility review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time savings. The Engineer will, within a reasonable time, advise the Contractor in writing whether or not the proposal would be considered by the Agency, should the Contractor elect to submit a detailed cost reduction proposal.

A detailed cost reduction proposal shall include without limitation the following information:

- A description of existing Contract requirements for performing the Work and the proposed change;
- The Contract items of Work affected by the proposed change, including any quantity variation caused by the proposed change;
- Pay Items affected by the proposed change including any quantity variations;
- A detailed cost estimate for performing the Work under the existing Contract and under the proposed change. Cost estimates shall be made according to Section 00197. Costs of re-design, which are incurred after the Agency has accepted the proposal, will be included in the cost of proposed work; and
- A date by which the Engineer must accept the proposal in order to accept the proposed change without impacting the Contract Time or cost reduction amount.

(b) Continuing to Perform Work - The Contractor shall continue to perform the Work according to Contract requirements until the Engineer issues a Change Order incorporating the cost reduction proposal. If the Engineer fails to issue a Change Order by the date specified in the proposal, the proposal shall be deemed rejected.

(c) Consideration of Proposal - The Engineer is not obligated to consider any cost reduction proposal. The Agency will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted.

The Engineer will determine in its sole discretion whether to accept a cost reduction proposal as well as the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the Engineer may disregard the Schedule of Items. The Engineer will establish prices that represent a fair measure of the value of Work to be performed or to be deleted as a result of the cost reduction proposal.

(d) Sharing Investigation Costs - As a condition for considering a Contractor's cost reduction proposal, the Agency reserves the right to require the Contractor to share in the Agency's costs of investigating the proposal. If the Agency exercises this right, the Contractor shall provide written acceptance of the condition to the Engineer. Such acceptance will authorize the Agency to deduct its share of investigation costs from payments due or that may become due to the Contractor under the Contract.

(e) Acceptance of Proposal Requirements - If the Contractor's cost reduction proposal is accepted in whole or in part, acceptance will be made by a Change Order that will include without limitation the following:

- Statement that the Change Order is made according to 00140.70;
- Revised Contract Documents that reflect all modifications necessary to implement the approved cost reduction measures;
- Any conditions upon which the Agency's approval is subject;
- Estimated net savings in construction costs attributable to the approved cost reduction measures; and
- A payment provision according to which the Contractor will be paid 50% of the estimated net savings amount as full and adequate consideration for performance of the Work of the Change Order.

The Contractor's cost of preparing the cost reduction proposal and the Agency's costs of investigating the proposal, including any portion paid by the Contractor, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred after the Agency has accepted the proposal, will be included in the cost of the Work attributable to cost reduction measures.

If the Agency accepts the cost reduction proposal, the Change Order that authorizes the cost reduction measures will also address any Contract Time adjustment.

(f) Right to General Use - Once submitted, the cost reduction proposal becomes the property of the Agency. The Agency reserves the right to adopt the cost reduction proposal for general use without additional compensation to the Contractor when it determines that a proposal is suitable for application to other contracts.

00140.80 Use of Publicly Owned Equipment - The Contractor is prohibited from using publicly-owned Equipment except in the case of emergency. In an emergency, the Contractor may rent publicly-owned Equipment provided that:

- The Engineer provides written approval that states that such rental is in the public interest; and
- Rental does not increase the Project cost.

00140.90 Final Trimming and Cleanup - Before Final Inspection as described in 00150.90, the Contractor shall neatly trim and finish the Project and remove all remaining unincorporated Materials and debris. Final trimming and cleanup shall include without limitation the following:

- The Contractor shall retrim and reshape earthwork, and shall repair deteriorated portions of the Project Site.
- Where the Work has impacted existing facilities or devices, the Contractor shall restore or replace those facilities to their pre-existing condition.
- The Contractor shall clean all drainage facilities and sanitary sewers of excess Materials or debris resulting from the Work.

- The Contractor shall clean up and leave in a neat, orderly condition, Rights-of-Way, Materials sites, and other property occupied in connection with performance of the Work.
- The Contractor shall remove temporary buildings, construction plants, forms, falsework and scaffolding, surplus and discarded Materials, and rubbish.
- The Contractor shall dispose of Materials and debris including without limitation forms, falsework, scaffolding, and rubbish resulting from clearing, grubbing, trimming, clean-up, removal, and other Work. These Materials and debris become the property of the Contractor. The Contractor shall dispose of these Materials and debris immediately.
- The Contractor shall restore and replant or resurface adjoining properties to match existing grades and existing surfaces.
- The Contractor shall install erosion and sediment control needed to stabilize the Project Site.

Unless the Contract specifically provides for payment for this item, the Agency will make no separate or additional payment for final trimming and cleanup.

00140.95 "AS-BUILT" Records – The Contractor shall maintain a current and accurate record of Work completed during the course of this Contract and submit to the Engineer updated copies of the project "As-Built" on a weekly basis. These "As-Built" drawings shall be kept by accurately marking a designated set of the Contract plans with the specified information as Work proceeds. Accurate, complete and current "As-Built" drawings are a specified requirement for full or partial payment of the Work completed. "As-Built" shall be reviewed for completeness before recommendation of payment is granted. Incomplete or insufficient "As-Built" will be returned to the Contractor and recommendation for progress payment denied. At project completion and as a condition of final payment, the Contractor shall deliver an acceptable complete and legible set of "As-Built" drawings to the Engineer.

The "As-Built" drawings shall show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- Record location of underground services and utilities as installed
- Record location of existing underground utilities and services that are to remain and that are encountered during the course of the Work
- Record changes in dimension, location, grade or detail to that shown on plans
- Record changes made by change order
- Record details not in original plans
- Provide fully completed shop drawings reflecting all revisions

Upon completion of the construction, the Contractor shall review and certify the construction set of "As-Built" drawings for completeness and accuracy of representation of any changes. Final payment will not be processed until "As-Built" drawings have been submitted and approved.

Section 00150 - Control of Work

00150.00 Authority of the Engineer - The Engineer has full authority over the Work and its suspension. (see Section 00180) The Contractor shall perform all Work to the complete satisfaction of the Engineer. The Engineer's determination shall be final on all matters, including but not limited to the following:

- Quality and acceptability of Materials and workmanship
- Measurement of unit price Work
- Timely and proper prosecution of the Work
- Interpretation of Contract Documents
- Payments due under the Contract

The Engineer's decision is final and, except as provided in 00180.80 for adjustments of Contract Time and Section 00199 for claims for additional compensation, may be challenged only through litigation.

Work performed under the Contract will not be considered complete until it has passed Final Inspection by the Engineer and has been accepted by the Agency.

Interim approvals issued by the Engineer, including but not limited to Third Notification, will not discharge the Contractor from responsibility for errors in prosecution of the Work, for improper fabrication, for failure to comply with Contract requirements, or for other deficiencies, the nature of which are within the Contractor's control.

00150.01 Project Manager's Authority and Duties - The Engineer may designate a Project Manager as its representative on the Project with authority to enforce the provisions of the Contract.

When the Engineer has designated a Project Manager, the Contractor should direct all requests for clarification or interpretation of the Contract, in writing, to the Project Manager. The Project Manager will respond within a reasonable time. Contract clarification or interpretation obtained from persons other than the Project Manager will not be binding on the Agency.

The Project Manager shall have the authority to appoint Inspectors and other personnel as required to assist in the administration of the Contract.

00150.02 Inspector's Authority and Duties - To the extent delegated under 00150.01, Inspectors are authorized to represent the Engineer and Project Manager to perform the following:

- Inspect Work performed and Materials furnished, including without limitation, the preparation, fabrication, or manufacture of Materials to be used;
- Orally reject defective Materials and to confirm such rejection in writing;
- By oral order, temporarily suspend the Work for improper prosecution pending the Engineer's decision; and
- Exercise additional delegated authority.

Inspectors are not authorized to:

- Accept Work or Materials.
- Alter or waive provisions of the Contract.
- Give instructions or advice inconsistent with the Contract Documents.

00150.10 Coordination of Contract Documents - The Contract Documents, including but not limited to Contract Change Orders, the Special Provisions, the Plans, and the Standard Specifications are intended to collectively describe all of the items of Work necessary to complete the Project. The Contract Documents are complementary; what is required by one is as binding as if required by all.

(a) Order of Precedence - The Engineer will resolve any discrepancies between these documents in the following order of precedence:

1. Permits from outside agencies;
2. Contract (Agreement)
3. Addenda;
4. Bid Schedule;
5. Special Provisions;
6. General Conditions;
7. Standard Specifications;
8. Geotechnical Data Reports;
9. Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
10. Standard Drawings;
11. Reviewed and accepted, stamped Working Drawings;
12. Approved Unstamped Working Drawings.

Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretation and clarifications, in precedence listed, will take precedence over all other Contract Document components referenced herein.

Notes on a drawing shall take precedence over drawing details. Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions. The Drawings with the higher level of detail take precedence over less detailed Drawings.

(b) Immaterial Discrepancies - The Contract Documents specify details for the construction and completion of the Work. If Contract Documents describe portions of the Work in sufficient detail but are silent in some minor respect, the Contractor may proceed utilizing the current best industry practices.

(c) Material Discrepancies - If the Contractor identifies a discrepancy, error, or omission in the Contract Documents that cannot be resolved by the approach specified in (b) above, the Contractor shall immediately request clarification from the Engineer.

00150.15 Construction Stakes, Lines, and Grades:

(a) Agency Responsibilities - The Engineer will provide the location of the existing benchmarks and horizontal control locations used to design the project and prepare the Plans.

(b) Contractor Responsibilities - The Contractor shall:

- Accurately measure detailed dimensions, elevations, and slopes from the Engineer's benchmarks and horizontal control locations;
- Provide all labor, materials and equipment to properly stake out the project so that it can be constructed in accordance with the Contract Documents. Any changes made shall be recorded and the changed vertical and horizontal locations incorporated into the "as-built" drawings.
- Inform the Engineer of any property corners monuments and/or survey markers that are not shown on the Plans and are found during construction activities prior to disturbing the monuments. Allow the Agency 2 Work days for referencing all found markers before they are removed. Monuments that are noted on the Plans to be protected and are disturbed by the Contractor's activities shall be replaced by the Contractor's surveyor at the Contractor's expense in accordance with ORS Chapter 209.

00150.20 Inspection:

(a) Inspection by the Engineer - The Engineer may test Materials furnished and inspect Work performed by the Contractor to ensure Contract compliance. The Contractor shall notify the Engineer 48 hours (two full Work Days) in advance for inspection of each portion of the Work.

Contractor shall not begin placing successive Courses or portions of Work until preceding Courses or portions of the Work have been inspected.

If the Contractor performs Work without the Engineer's inspection or uses Materials that the Engineer has not approved, the Engineer may order affected portions of the Work removed at the Contractor's expense.

At the Engineer's direction, any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore these portions of Work to the standard required by the Contract. If the Engineer rejects Work due to Materials or workmanship, or if the Contractor performed such Work without providing sufficient advance request for inspection to the Engineer, the Contractor shall bear all costs of uncovering and restoring the Work. If the Engineer accepts the uncovered Work, and the Contractor performed the Work only after providing the Engineer with sufficient advance notice, the costs of uncovering and restoring the Work will be paid for by the Agency according to 00195.20.

(b) Inspection Facilities - The Contractor shall furnish walkways, railings, ladders, shoring, tunnels, platforms, and other facilities necessary to permit the Engineer to have safe access to the Work to be inspected. The Contractor shall require producers and fabricators to provide safe inspection access as requested by the Engineer.

(c) Sampling - When directed by the Agency, the Contractor shall furnish the Engineer with samples of Materials that the Engineer will test. All of the Contractor's costs related to this required sampling are Incidental.

(d) Inspection by Third Parties - Where third parties have the right to inspect the Work, the Contractor shall coordinate with the Engineer and shall provide safe inspection access.

(e) Contractor's Duty to Make Corrections - The Contractor shall perform all Work according to the Contract Documents. The Contractor shall correct Work that does not comply with the Contract Documents at its own expense. Inspection of the Work by the Engineer does not relieve the Contractor of responsibility for improper prosecution of the Work.

00150.25 Acceptability of Materials and Work - The Contractor shall furnish Materials and shall perform Work in Close Conformance to the Contract Documents. If the Engineer determines that the Materials furnished or the Work performed are not in Close Conformance with the Contract Documents, the Engineer may:

- Reject the Materials or Work and order the Contractor, at the Contractor's expense, to remove, replace, or otherwise correct any non-conformity; or
- Accept the Materials or Work as suitable for the intended purpose, adjust the amount paid for applicable Pay Items to account for diminished cost to the Contractor or diminished value to the Agency, document the adjustment, and provide written documentation to the Contractor regarding the basis of the adjustment.

The Engineer's decisions concerning acceptability of Materials or Work will be final.

00150.30 Delivery of Notices - Written notices to the Contractor by the Engineer or the Agency will be delivered:

- In person;
- by electronically confirmed facsimile transmission;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested), to the current office address as shown in the records of the Agency; or
- By overnight delivery service of a private industry courier, to the current office address as shown in the records of the Agency.

Notices shall be considered as having been received by the Contractor:

- At the time of actual receipt when delivered in person or by facsimile transmission;
- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

Written notices to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special Provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- In person;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Notices will be considered as having been received by the Agency:

- At the time of actual receipt when delivered in person or by facsimile transmission;
- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

00150.35 Submittals:

(a) Description - Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous Workrelated submittals. Submittals shall also include, but not be limited to, all mechanical, electrical and electronic equipment and systems, materials, reinforcing steel, fabricated items, and piping and conduit details. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the Contract Documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract Documents.

(b) Contractor's Responsibilities

- (1) The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the Agency. The Contractor shall coordinate submittals among its subcontractors and suppliers including those submittals complying with unit responsibility requirements specified in applicable technical sections.
- (2) The Contractor shall coordinate submittals with the Work so that Work will not be delayed. It shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with Work related to a submittal until the submittal process is complete. This requires that submittals for review and comment shall be returned to the Contractor with the indication "No Exceptions Taken" or "Make Corrections Noted."
- (3) The Contractor shall certify on each submittal document that it has reviewed the submittal, verified field conditions, and complied with the contract documents.
- (4) The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer or with the Agency with regard to a submittal. These dealings shall be limited to contract interpretations to clarify and expedite the Work.

(c) Shop Drawings and Product Submittals

- (1) Wherever called for in the Contract Documents or where required by the Engineer, the Contractor shall furnish to the Engineer for review, five (5) copies plus one reproducible copy or electronic file, of each Shop Drawing or Product submittal. Shop Drawings may include detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items. If a list, graph, catalog sheet, data sheet, etc. includes more than one item, clearly mark which item is the subject of the submittal. Shop Drawings shall bear the signature and seal of an engineer registered in the appropriate branch and in the state of Oregon, unless otherwise indicated. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state of Oregon, unless otherwise indicated.
- (2) Shop Drawing and Product submittals shall be accompanied by the Engineer's standard submittal transmittal form, a reproducible copy of which is available from the Engineer. A submittal without the form or where applicable items on the form are not completed will be returned for resubmittal.
- (3) Organization
 - A single submittal transmittal form shall be used for each technical specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components. Example: if a pump section references other sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be acceptable. A single submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.
 - On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components. Relate the submittal components to specification paragraph and subparagraph, Drawing number, detail number, schedule title, room number, or building name, as applicable.
 - Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match those used in the Contract Documents.
- (4) Format
 - Minimum sheet size shall be 8.5 inches by 11 inches. Maximum sheet size shall be 22 inches by 34 inches. Every page in a submittal shall be numbered in sequence. Each copy of a submittal shall be collated and stapled or bound, as appropriate. The Engineer will not collate sheets or copies.
 - Where product data from a manufacturer is submitted, clearly mark which model is proposed, with complete pertinent data capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Sufficient level of detail shall be presented for assessment of compliance with the Contract Documents.
 - Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially, and the submittal numbers shall be clearly noted on the transmittal. Original submittals shall be assigned a numeric submittal number (e.g., 25). If submittal "25" requires a resubmittal, the first resubmittal will bear the designation "25.A" and the second resubmittal will bear the designation "25.B" and so on.
 - If there is a follow-up submittal related to a previously submitted class of material or type of equipment (e.g., follow-up submittal to submittal "25"), it shall be assigned the number "25.1". If submittal "25.1" requires a resubmittal, the first resubmittal will bear the designation "25.1.A" and the second resubmittal will bear the designation "25.1.B" and so on.
- (5) Disorganized submittals that do not meet the requirements of the Contract Documents will be returned without review.

- (6) Except as may otherwise be indicated, the Engineer will return prints of each submittal to the Contractor with comments noted thereon, within 21 Days following receipt by the Engineer. It is considered reasonable that the Contractor will make a complete and acceptable submittal to the Engineer by the first resubmittal on an item. The Owner reserves the right to withhold monies due to the Contractor to cover additional costs of the Engineer's review beyond the first resubmittal. The Engineer's maximum review period for each submittal or resubmittal will be 21 Days.
- (7) If a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission will not be required.
- (8) If a submittal is returned marked "MAKE CORRECTIONS NOTED," Contractor shall make the corrections on the submittal, but formal revision and resubmission will not be required, except where specifically required by Engineer as indicated on the submittal review form.
- (9) If a submittal is returned marked "AMEND-RESUBMIT," the Contractor shall revise it and shall resubmit the required number of copies to the Engineer for review. Resubmittal of portions of multi-page or multi-drawing submittals will not be allowed. For example, if a Shop Drawing submittal consisting of 10 drawings contains one drawing noted as "AMEND - RESUBMIT," the submittal as a whole is deemed "AMEND - RESUBMIT," and 10 drawings are required to be resubmitted.
- (10) If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean either that the proposed material or product does not satisfy the specification, the submittal is so incomplete that it cannot be reviewed, or is a substitution request not submitted in accordance with the General Conditions. In the first 2 cases, the Contractor shall prepare a new submittal and shall submit the required number of copies to the Engineer for review. In the latter case, the Contractor shall submit the substitution request according to the General Conditions.
- (11) Resubmittal of rejected portions of a previous submittal will not be allowed. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall be identified and flagged on the resubmittal.
- (12) Fabrication of an item may commence only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED". Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the Contract requirements.
- (13) Submittals shall be carefully reviewed by an authorized representative of the Contractor prior to submission to the Engineer. Each submittal shall be dated and signed by the Contractor as being correct and in strict conformance with the Contract Documents. In the case of Shop Drawings, each sheet shall be so dated and signed. Any deviations from the Contract Documents shall be noted by the Contractor on the transmittal form and such deviation shall be subject to approval in writing by the Engineer and Agency. The Engineer will only review submittals that have been so verified by the Contractor. Non-verified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.
- (14) Corrections or comments made on the Contractor's Shop Drawings during review do not relieve the Contractor from compliance with Contract Drawings and Specifications. Review is for conformance to the design concept and general compliance with the Contract Documents only. The Contractor is responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating Work with the trades, and satisfactory and safe performance of the Work.

(d) Quality Control (QC) Submittals

- (1) Quality control submittals are defined as those required by the Specifications to present documentary evidence to the Engineer that the Contractor has satisfied certain requirements of the Contract Documents.

(2) Unless otherwise indicated, QC submittals shall be submitted:

- Before delivery and unloading, for the following types of submittals:
 - o Manufacturers' installation instructions
 - o Manufacturers' and Installers' experience qualifications
 - o Ready mix concrete delivery tickets
 - o Design calculations
 - o Affidavits and manufacturers' certification of compliance with indicated product requirements
 - o Laboratory analysis results
 - o Factory test reports
- For the following types of submittals, the manufacturer's field representative shall submit a draft certification prior to leaving the Project site and a final certification within 7 days of the event documented:
 - o Manufacturers' field representative certification of proper installation
- Within 30 Days of the event documented for the following types of submittals:
 - o Field measurement
 - o Field test reports
 - o Receipt of permit
 - o Receipt of regulatory approval

(3) The Engineer will record the date that a QC submittal was received and review it for compliance with submittal requirements, but the review procedures above for Shop Drawings and samples will not apply.

(e) Deferred Submittals to Agency

- (1) For the purposes of this section, Deferred Submittals are defined as those portions of the Project that are Contractor-designed and must be submitted to the Agency's building official for approval and to meet Building Permit plan review requirements.
- (2) The Engineer will schedule a pre-submittal conference with the Contractor and Agency's building official to discuss proposed Deferred Submittal items, requirements, and review schedule.
- (3) The Contractor shall list the Deferred Submittals on the title or cover sheet of the Drawings for submission to the Agency and shall state the design criteria/assumptions of the Deferred Submittal items on the plans. Deferred Submittals shall include details for connection of materials to the structure and calculations showing that the specified structural requirements are met.
- (4) The Contractor shall submit Deferred Submittals to the Engineer for review for general conformance to the design of the structure. Neither the Agency nor the Engineer is responsible for coordination of Deferred Submittal components with Contract Documents. Review does not lessen nor shift burden or responsibility from Contractor or assigned subcontractor/supplier to the Agency or Engineer. The Engineer, upon confirming the Deferred Submittals are in general conformance with the design, shall

forward the Deferred Submittals to the building official. Contractor is responsible, with no exceptions, to ensure that building official's Deferred Submittal review will not adversely affect Project's construction schedule. The Deferred Submittal items shall not be installed by the Contractor until the design and Deferred Submittals have been approved by the building official.

(f) Effect of Review of Contractor's Submittals

- (1) Review of Contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the Agency, or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. An indication of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the Agency or Engineer has no objection to the Contractor, upon its own responsibility, using the plan or method of Work proposed, or providing the materials or equipment proposed.

00150.37 Equipment Lists and Other Submittals - The Contractor shall submit Equipment lists, and other required submittals for approval by the Engineer. With each submittal, the Contractor shall clearly identify the applicable specification sub-section and the product make, model, size and proposed options.

00150.40 Cooperation and Superintendence by the Contractor:

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

- Provide for the cooperation and superintendence on the Project by:
 - Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
 - Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
 - Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
- Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
 - Appointees shall be competent to manage all aspects of the Work.
 - Appointees shall be from the Contractor's own organization.
 - Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
 - Appointees shall be experienced in the types of Work being performed.
 - Appointees shall be capable of reading and thoroughly understanding the Contract Documents.
- The appointed single Superintendent, or any alternate Superintendent shall:
 - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
 - Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
 - Have full authority and responsibility to promptly execute orders or directions of the Engineer.
 - Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
 - Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.

- Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
- Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
- Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
- Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
- Carefully protect and preserve the Engineer's benchmarks and horizontal control locations.

Any Superintendent or alternate Superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

00150.50 Cooperation with Utilities:

(a) General - Unless otherwise specified in the Special Provisions or on the Plans, existing Utilities requiring adjustment may be adjusted by the Utility before, during, or after Project construction. "Adjustment of Utilities" shall mean the alteration, improvement, connection, disconnection, relocation, or removal of existing Utility lines, facilities, or systems in temporary or permanent manner.

(b) Contractor's Responsibilities - The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners after the Contract is awarded to verify all Utilities' involvement on the Project Site;
- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect it from damage or disturbance and promptly notify the Engineer; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may propose adjustments to the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

(c) Notification - If the Project is located within the area served by the Oregon Utility Notification Center, the Contractor shall notify owners of Utilities prior to the performance of Work in the vicinity of their facilities. The Utilities notification system telephone number is 1-800-332-2344.

The Contractor shall comply with the rules of the Oregon Utility Notification Center, OAR 952-001-0010 through OAR 952-001-0090, and ORS 757.993. The Contractor may contact the Oregon Utility Notification Center at 503-232-1987 about these rules.

00150.53 Utilities and Existing Improvements:

- (a) **General** – Information shown on the plans as to the location of existing water courses and utilities has been compiled from available sources and may not be accurate. The Contractor shall determine the location and nature of affected water courses, utilities and underground improvements prior to commencing Work.

The Contractor shall provide for the flow of water courses and essential utilities that may be interrupted during the progress of the Work and shall restore such water courses or utilities after completion of the Work.

The plans will not normally show the new location of utilities that have been adjusted immediately prior to the project or will be adjusted as part of the project Work.

Except where the plans indicate, utilities have been field located during design or certain utility locations shall be exposed as part of the Work. The Contractor shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of utilities which may interfere with Work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's progress. When such exploratory excavations show the utility location as shown on the plans to be in error, the Contractor shall so notify the Engineer.

The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility. Unless otherwise provided herein, all potholing and exploratory work shall be incidental to the Work and no separate payment shall be made therefore.

The Contractor shall coordinate project construction with the adjustment of utilities, take all necessary precautions to prevent disturbing the utilities, and perform work so that utility owners and users are caused a minimum of inconvenience.

The Contractor shall protect underground utilities and other improvements which may be impaired during construction operations, regardless of whether or the not the utilities are indicated on the plans. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

To ease or streamline the work, the Contractor may desire to adjust the utilities by asking the utility owners to move, remove, or alter their equipment in ways other than those shown on the plans or in the Contract Documents. The Contractor shall conduct the negotiations, make the arrangements, and pay all costs that arise from such changes.

- (b) **Utilities to be Moved** – In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder shall be notified by the Contractor to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the utility company and the Engineer a sufficient time in advance for the necessary measures to be taken to prevent the interruption of service.
- (c) **Utilities to be Removed** – Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in manner satisfactory to the Engineer and the owner of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- (d) **Underground Utilities and Improvements Indicated** – Existing utility lines and underground improvements that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines and underground improvements that are encountered during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor, unless otherwise repaired by the owner of damaged utility. If the owner of the damage facility performs its own repairs, the Contractor shall reimburse said owner for the costs of repair.
- (e) **Underground Utilities and Improvements Not Indicated** – In the event that the Contractor damages existing utility lines or underground improvements that are not indicated in the plans or marked in the field, or are not indicated or marked with reasonable accuracy, or the locations of which are not made known to the Contractor prior to excavation, the Contractor shall immediately provide a verbal report of such damage to the

Engineer, and provide a written report thereof promptly thereafter. The Contractor shall immediately notify the owner of the damaged utility. If directed by the Engineer, repairs shall be made by the Contractor under the provisions for changes and extra work contained in the General Conditions.

This subsection applies only to main line utilities. For service lines, see Subsection 00150.53(f).

For purposes of this section, "reasonable accuracy" is defined as within 4 feet horizontally from actual location. No representation shall be made concerning the accuracy of vertical elevations of existing utilities, even if indicated in the plans, and no additional payment will be made for damage to utilities encountered at depths differing from those indicated.

- (f) Underground Services Indicated or Not** – If service lines are encountered, whether shown, marked or not, the Contractor shall take precautions to carefully work around them and repair them if they are damaged by the Contractor, at no additional cost to the Agency.
- (g) Approval of Repairs** – All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other Work.
- (h) Owner's Right of Access** – The right reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.

00150.55 Cooperation with Other Contractors - The Agency reserves the right to perform other work on or near the Project Site, including without limitation any Materials site, with forces other than those of the Contractor.

If such work takes place on or near the Project Site, the Contractor shall have the following obligations:

- The Contractor shall coordinate Work with other contractors or forces.
- The Contractor shall cooperate in good faith with all other contractors or forces.
- The Contractor shall perform the Work specified in the Contract in a way that will minimize interference and delay for all forces involved.
- The Contractor shall place and dispose of the Materials being used so as not to interfere with the operations of other forces.
- The Contractor shall join the Work with that of other forces in a manner acceptable to the Engineer or the Agency, and shall perform it in the accepted sequence with the work of the other force.

The Engineer will resolve any disagreements under this Subsection that may arise among the Contractor and other work forces, or between the Contractor and the Agency. The Engineer's decision in these matters is final, as provided in 00150.00.

When the schedules for Work of the Contractor and the work of other forces overlap, each contractor involved shall submit a current, realistic progress schedule to the Engineer. Before the Engineer accepts the schedule, each party shall have the opportunity to review all schedules. After this review and any necessary consultations, the Engineer will determine acceptable schedules.

The Contractor waives any right it may have to make claims against the Agency for any damages or claims that may arise because of inconvenience, delay, or loss due solely to the presence of other contractors working on or near the Project Site.

If the Contract gives notice of work to be performed by other forces that may affect the Contractor's Work under the Contract, the Contractor shall include any costs associated with coordination of the Work in the appropriate Pay Item or as a portion of a Pay Item.

In an emergency, the contractor most immediately able to respond may repair a facility or Utility of another contractor in order to prevent further damage to the facility, Utility, or other Structure as a result of the emergency.

00150.60 Construction Equipment Restrictions:

(a) Load and Speed Restrictions for Construction Vehicles and Equipment - The Contractor shall comply with legal weight and speed restrictions when moving Materials or Equipment beyond the limits of the Project Site.

The Contractor shall control vehicle and Equipment loads and speeds within the Project Site according to the following restrictions, unless the Special Provisions provide otherwise:

- The Contractor shall restrict loads and speeds as necessary to avoid displacement or loss of Materials on Subgrades and Aggregate Bases.
- The Contractor shall restrict weights to legal loads, and shall travel at speeds of no more than 45 mph or the posted construction speed, whichever is less, on treated Bases, Pavement, or wearing Courses.
- The Contractor shall not cross Bridges or other Structures with Equipment or vehicles exceeding the legal load limit without prior written permission of the Engineer. The Contractor shall make any such request in writing, describing the loading details and the arrangement, movement, and position of the Equipment on the Structure. The Contractor shall comply with any restrictions or conditions included in the Engineer's written permission.

(b) Protection of Buried Items - The Contractor shall use temporary fill or other methods to avoid overload of pipes, box culverts, and other items that are covered, or to be covered, by fill or backfill.

(c) Responsibility for Damages - The Contractor shall assume responsibility for damages caused by excessive Equipment speed or loads while performing the Work, both inside and outside the Project Site. The Engineer's permission to cross Bridges and other Structures, according to 00150.60(a) will not relieve the Contractor from responsibility for load-caused damages.

00150.70 Detrimental Operations - The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt. (also see 00150.60, 00150.75, and Section 00170)

When any such damage occurs, the Engineer will determine if it is to be corrected by repair, replacement, or compensatory payment by the Contractor. If compensatory payment is required, the Engineer will determine the amount. Compensatory payment may be deducted from monies due or to become due to the Contractor under the Contract.

00150.75 Protection and Maintenance of Work During Construction - The Contractor shall protect and maintain the Work during construction and until Third Notification has been issued, unless otherwise provided in the Contract. For the purposes of this Subsection, "maintenance" shall include measures to prevent deterioration of Roadway and Structures at the Project Site, and to keep them in good condition at all times during the prosecution of the Work. The Contractor shall continuously allocate sufficient Equipment and workers to achieve such maintenance.

If the Contract requires the placement of a Course upon a previously constructed Course or Subgrade, the Contractor shall maintain the previous Course or Subgrade during all construction operations.

The Contractor shall include costs of protecting and maintaining the Work during construction in the unit prices bid for the various Pay Items. The Contractor will not be paid an additional amount for this Work, unless otherwise specified.

The Engineer will timely notify the Contractor of Contractor's noncompliance with this Subsection. If the Contractor fails to remedy unsatisfactory protection or maintenance within 24 hours after receipt of such notice, the Engineer may proceed to remedy the deficiency, and deduct the entire cost from monies due or to become due the Contractor under the Contract.

00150.80 Removal of Unacceptable and Unauthorized Work - The Contractor shall correct or remove unacceptable Work and remove unauthorized work, as directed by the Engineer in writing. The Contractor shall replace such work with Work and Materials conforming to the requirements of the Contract.

For the purposes of this Subsection, "unauthorized work" shall include without limitation the following:

- Work that extends beyond lines shown on the Plans or otherwise established by the Engineer;
- Work that is contrary to the Engineer's instructions; and
- Work that is conducted without the Engineer's written authorization.

The Agency will not pay the Contractor for unacceptable Work or unauthorized work. The Engineer may issue a written order for the correction or removal of such work at the Contractor's expense.

If, when ordered by the Engineer, the Contractor fails to correct or remove unacceptable Work or unauthorized work, the Engineer may have the correction, or removal and replacement, done by others and deduct the entire cost from monies due or to become due the Contractor under the Contract.

00150.90 Final Inspection:

(a) On-site Construction Work - The Engineer will inspect the Project at a time close to the completion of On-Site Work for Contractor's compliance with the Contract Documents.

When all On-Site Work on the Project is completed, including but not limited to Change Order Work and Extra Work, the Engineer will issue Second Notification as specified in 00180.50(g).

Within 15 Calendar Days after the Engineer receives the Contractor's written notification that all punch list items, final trimming and cleanup according to 00140.90 have been completed, the Engineer will review the Project and notify the Contractor that all Work is complete, or will give the Contractor written instruction regarding incomplete or unsatisfactory Work.

(b) All Contract Work - The Engineer will issue the Third Notification when the Contractor has satisfactorily accomplished all of the following:

- The Contractor has completed all On-Site Work required under the Contract, including the punch list items from (a) above;
- The Contractor has removed all Equipment; and
- The Contractor has submitted all required certifications, bills, forms, warranties and other documents.
- The Contractor has submitted complete and acceptable "As-Built" drawings as specified in 00140.95.

00150.91 Post-Construction Review - The Contractor or the Engineer may request a Post-Construction Review meeting, to be held at a time prior to issuance of Third Notification but not earlier than 15 Days following the date of Second Notification. The meeting may be held if agreed to by both parties. The party making the request will conduct the meeting, and will announce the time and place of the meeting at least 15 Days prior to the meeting date. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects.

00150.95 Final Acceptance - After the Engineer completes Final Inspection of all Correction Period work and deems it satisfactorily completed, the Agency will acknowledge Final Acceptance. The Agency will notify the Contractor in writing of the date of Final Acceptance within 7 Calendar Days after Final Acceptance, or as soon thereafter as is practicable.

00150.96 Maintenance Warranties and Guarantees - Prior to Third Notification, the Contractor shall transfer to the Agency all unexpired manufacturer's, installer's or supplier's warranties and guarantees for Materials and Equipment installed on the Project. Such warranties and guarantees shall recite that they are enforceable by the Agency.

00150.97 Responsibility for Materials and Workmanship:

(a) The Contractor shall perform the Work according to the terms, conditions, and requirements of the Contract.

(b) Whether before or after the Agency's acceptance of the Work, the Contractor shall be responsible for:

- Correcting or repairing any defects in, or damage to, the Work which results from the use of improper or defective materials or workmanship; or
- Replacing, in its entirety, the Work affected by the use of improper or defective materials or workmanship to the extent provided by law; and
- Correcting or repairing any Work, Materials, Structures, Existing Surfacing, Pavement, Utilities, or sites, including without limitation Wetlands, damaged or disturbed in that correction, repair, or replacement. (see 00170.80 to 00170.85)

Section 00160 - Source of Materials

00160.00 Definitions - The following definitions apply to Section 00160:

(a) Prospective Source - Agency-furnished Materials source, use of which by the Contractor is optional. The Agency makes no guarantee or representation, by implication or otherwise, of the land use status, quantity, quality, or acceptability of Materials available from it, except as may be stated in the Special Provisions.

(b) Mandatory Source - Agency-furnished Materials source, use of which by the Contractor is required.

00160.01 Notification of Source of Supply and Materials:

(a) All Materials - The Contractor shall notify the Engineer in writing of all proposed Materials sources of supply, including without limitation any steel or other fabricators within the following time frames:

- At least 15 Calendar Days before using or fabricating Materials, if source is within the State; or
- At least 45 Calendar Days before using or fabricating Materials, if source is outside the State

(b) Prospective Source Materials - When given an option to use Prospective Sources of Materials to be incorporated into the Work, the Contractor shall notify the Engineer in writing of the option selected within 15 Calendar Days from date of Notice to Proceed. Otherwise, such Materials sources may become unavailable.

(c) Approval Required - Before allowing production or delivery of Materials to begin from any source, the Contractor must obtain the Engineer's approval. Approval to use any source does not imply that Materials from that source will be accepted. If approved sources do not provide Materials that meet Specifications, the Materials will be rejected. The Contractor will then be responsible for locating other sources and obtaining the Engineer's approval.

00160.05 Qualified Products List (QPL) - The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in construction. The QPL is published twice a year and is available from ODOT's Construction Section; 800 Airport Road SE; Salem, OR 97301-4798; phone 503-986-3000. It may also be viewed on ODOT's web site.

The current version of the QPL at the time of Bid Closing is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at the Contractor's expense.

00160.10 Ordering, Producing, and Furnishing Materials - The Contractor shall not place orders for or produce full quantities of Materials anticipated to be required to complete the Work until the Work has advanced to a stage that allows the quantities to be determined with reasonable accuracy.

(a) Contractor's Duties - In purchasing, producing, or delivering Materials, the Contractor shall take into account the following:

- Kind of work involved;
- Amount of work involved;
- Time required to obtain Materials; and
- Other relevant factors.

(b) Quantity of Materials - Materials quantities shown on the Plans, or indicated by quantities and Pay Items, are subject to change or elimination. The Contractor is responsible for payment for excess Materials delivered to the Project Site or storage sites. Unless otherwise specified in the Contract, the Agency will not be responsible for:

- Materials the Contractor may deliver or produce in excess of Contract requirements;

- Extra expense the Contractor may incur because Materials were not ordered or produced earlier; or
- The Contractor's expenses related to Materials ordered by the Contractor that are not subsequently approved for use.

Excess Materials, ordered or produced by the Contractor, without approval of the Engineer, may be purchased by the Agency at the sole discretion of the Agency. (see 00195.80)

00160.20 Preferences for Materials:

(a) Buy America - If federal highway funds are involved on the Project, the Contractor shall limit the quantity of foreign Materials incorporated into the Work as follows. Section 635.410 of Title 23, Code of Federal Regulations, and the Intermodal Surface Transportation Efficiency Act require that all iron or steel manufacturing processes, including without limitation the casting of ingots, for iron or steel Materials permanently incorporated into the Project shall occur in the United States, unless the cost of foreign-origin iron or steel Materials does not exceed one-tenth of one percent (0.1%) of the Contract Amount or \$2,500, whichever is greater. The Contractor shall not incorporate foreign-origin iron or steel Materials in excess of this amount into the Project. All foreign-origin iron or steel Materials incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic iron or steel Materials at the Contractor's expense. For purposes of this Specification, the cost of foreign-origin iron or steel Materials shall be the value of the iron or steel products as of the date they are delivered to the Project Site.

Manufacturing processes include without limitation the application of coatings to finished iron or steel products or components. Coatings include epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the steel or iron product or component.

The Contractor shall provide the Engineer with a Certificate of Materials Origin, on a form furnished by the Engineer, before incorporating any iron or steel products into the Project. Unless a Certificate of Materials Origin has been provided to the Engineer, the Materials shall be considered of foreign origin.

The Contractor shall retain manufacturers' certificates verifying the origin of all domestic iron or steel Materials for 3 years after the date of final payment for the Project, and shall furnish copies to the Engineer upon request.

(b) Buy Oregon - According to ORS 279A.120, the Contractor shall give preference to goods or services produced in Oregon if price, fitness, availability, and quality are equal. This provision does not apply to Contracts financed wholly or in part by federal funds.

(c) Recycled Materials - According to ORS 279A.010, ORS 279A.125, ORS 279A.145, ORS 279A.150, and ORS 279A.155, and subject to the approval of the Engineer, the Contractor shall use recycled products to the maximum extent economically feasible.

00160.30 Agency-Furnished Materials - Unless otherwise specified in the **Special Provisions**, Materials listed as Agency-furnished will be available to the Contractor free of charge.

The Contractor shall be responsible for all Materials furnished by the Agency and shall pay all demurrage and storage charges. The Contractor shall replace at its expense Agency-furnished Materials lost or damaged due to any cause.

The locations at which Agency-furnished Materials are available will be specified in the **Special Provisions**. If the locations are not listed in the **Special Provisions**, the Agency-furnished Materials will be furnished to the Contractor at the Project Site. In either case, all costs of handling, hauling, unloading, and placing Agency-furnished Material shall be considered included in the price paid for the Pay Item involving such Material.

All Agency-furnished Materials not incorporated into the Work remains the property of the Agency. The Contractor shall deliver such Materials as directed by the Engineer.

00160.50 Agency-Controlled Land; Limitations and Requirements:

(a) General - The Contractor shall have no property rights in, or right of occupancy on, Agency-Controlled Land. Nor shall the Contractor have the right to sell, use, remove, or otherwise dispose of any material from Agency-Controlled Land, areas, or property, except as specified in the **Special Provisions** or by the written authorization of the Engineer.

Unless authorized in the Contract, the Contractor shall not disturb any material within Rights-of-Way without written authorization from the Engineer.

Unless otherwise specified in the Contract, the ownership of all materials originating on Agency-Controlled Lands will at all times vest in, and remain within the control of, the Agency.

(b) Waste, Excess, and By-Product Materials - All waste, excess, and by-product materials, collectively referred to in this Subsection as "By-Products", from the manufacture or production of Materials from Agency-Controlled Lands shall remain Agency property. Unless otherwise ordered by the Engineer in writing, By-Products shall be placed as required in the Special Provisions:

- In stockpiles at designated locations;
- At locations and in shapes that are readily accessible; and
- In such a manner as to avoid fouling areas containing useable materials, or interfering with future plant setups to use materials from the property.

The Agency will not compensate the Contractor for handling and stockpiling By-Products according to the Special Provisions requirements. If by written order the Engineer directs the Contractor to stockpile or place designated By-Products at alternate sites, the By-Products designated shall be loaded, hauled, and placed as directed, and this work will be paid for according to 00195.20.

00160.60 Contractor-Furnished Materials and Sources:

(a) General - The Contractor shall furnish, at its own expense, all products and Materials required for the Project from sources of its own choosing, unless such sources have been specified in the **Special Provisions** or Plans as Prospective or Mandatory Sources.

(b) Acquisition of Sources - The Contractor shall acquire, at its own expense, the rights of access to, and the use of, all sources the Contractor chooses which are not Agency-controlled and made available by the Agency to the Contractor.

(c) Additional Requirements - Except for continuously-operated commercial sources, Work shall not begin, nor will any Materials be accepted by the Engineer, until the Contractor has:

(1) Given to the Engineer a copy of permits from, or proof that permits are not required from:

- The Department of Geology and Mineral Industries, as required under ORS 517.790;
- The Department of State Lands, as required under ORS 196.815 (when removing material from the bed or banks of any waters or from any Wetland); and
- Local governmental authorities having jurisdiction over land use at the source location.

(2) Furnished to the Engineer written approval of the property owner, if other than the Contractor, for the Contractor's proposed plans of operation in, and reclamation of, the source. The Contractor shall include in the document containing the property owner's written approval a summary of the requirements of the permits described above, which shall be subject to the Engineer's approval.

00160.70 Requirements for Plant Operations - Before operating mixing plants, Rock crushers, or other Equipment, the Contractor shall provide the Engineer copies of all applicable discharge permits for noise, air contaminants, and water pollutants from DEQ or applicable local jurisdictions, or a letter from DEQ or the local jurisdiction stating that no permits are required for the use of the Equipment and sites.

00160.80 Requirements for Sources of Borrow and Aggregate - The Contractor shall conduct operations according to all applicable federal, State, and local laws (including without limitation ORS 517 and OAR 632-030) when developing, using, and reclaiming all sources of Borrow material and Aggregate. The Contractor shall provide erosion control at Borrow sources that are not within the Project Site. The Contractor shall not operate in Wetlands except as allowed by permit. The Contractor shall comply with all requirements for pollution and sediment control, including without limitation the National Pollutant Discharge Elimination System where applicable.

Except for continuously-operated commercial sources, the Contractor shall also conform to the following:

- (a)** If a natural growth of trees or shrubs is present, preserve a border of such to conceal land scars.
- (b)** Excavate Borrow sources and Aggregate sources, except for those in streams and rivers, to provide:
 - Reasonably uniform depths and widths;
 - Natural drainage so no water stands or collects in excavated areas, when practicable;
 - Slopes trimmed to blend with the adjacent terrain upon completion of operations;
 - Slopes covered with native soil, or acceptable plant rejects to support plant growth, if required by Specifications, Plans, or permits; and
 - A vegetative cover that blends with the adjacent natural growth.
- (c)** Excavate in quarries so that:
 - Faces will not be steeper than vertical (no overhang);
 - Vertical faces conform to Oregon OSHA standards, Division 3, and as shown on an approved development plan;
 - Floors or benches are excavated to a uniform Slope free of depressions and will drain and not interfere with the downland owner's property; and
 - Upon completion, the quarry is left appearing neat and compatible with surrounding terrain.
- (d)** Obliterate haul roads specifically built for access to sources, and restore the areas disturbed by these roads as nearly as practicable to the conditions that existed before the roads were built, unless otherwise directed by the landowner or regulatory body.

Section 00165 - Quality of Materials

Description

00165.00 General - The Contractor shall incorporate into the Work only Materials conforming to the Specifications and approved by the Engineer. The Contractor shall incorporate into the Work only manufactured products made of new materials unless otherwise specified in the Contract. The Agency may require additional testing or retesting to determine whether the Materials or manufactured products meet Specifications.

Materials or manufactured products not meeting the Specifications at the time they are to be used are unacceptable and must be removed immediately from the Project Site, unless otherwise directed by the Engineer.

00165.01 Rejected Materials - The Engineer may reject any Materials that appear to be defective (00150.25) or that contain asbestos. The Contractor shall not incorporate any rejected Materials into the Work. Rejected Materials whose defects have been corrected may not be incorporated into the Work until the Engineer has approved their use. The Engineer may order the removal and replacement by the Contractor, at Contractor's expense, of any defective Materials. (refer also to 00150.20)

00165.02 Materials Conformance and Quality Compliance Documents - For purposes of this Section, "Materials Conformance Documents" means the Contractor's quality-control, the Agency's verification, and the independent assurance test results, and the identity of the testing facility, as specified in the ODOT Manual of Field Test Procedures (MFTP), unless otherwise specified in the Contract.

For purposes of this Section, "Quality Compliance Documents" means those documents specified in ODOT's Nonfield-Tested Materials Acceptance Guide, unless otherwise specified in the Contract.

00165.03 Testing by Agency - When testing Materials, the Agency will conduct the tests in its central laboratory, field laboratories, or other laboratories designated by the Engineer, even though certain AASHTO, ASTM, and other Materials specifications may require testing at the place of manufacture. Results of the Agency's tests will be made available to the Contractor.

00165.04 Costs of Testing - When the Contract requires that the Agency performs the testing, the testing will be at the Agency's expense. The Agency will pay the cost of Contractor-requested source-review tests on unprocessed Aggregates from no more than two sources for each Project, and on no more than three unprocessed samples from each source. Additional source-review tests performed at the Contractor's request shall be at the Contractor's expense.

Unless otherwise provided in the Contract, all testing required to be performed by the Contractor will be at the Contractor's expense.

Provisions and Requirements

00165.10 Materials Acceptance Guides - Unless otherwise specified elsewhere in the Contract, Materials will be accepted according to the following guides:

(a) Field-Tested Materials - Field-tested Materials will be accepted according to the ODOT Manual of Field Test Procedures (MFTP). The MFTP is published once per year and is available from the ODOT –Construction Section, 800 Airport Road SE; Salem, OR 97301-4798; phone 503-986-3000. The MFTP is also available on the ODOT Construction Section web site.

(b) Nonfield-Tested Materials - Nonfield-tested Materials will be accepted according to the ODOT Nonfield Tested Materials Acceptance Guide (NTMAG), unless otherwise specified in the Contract. The NTMAG is available on the ODOT Construction Section web site.

00165.20 Materials Specifications and Test Method References - References to Materials specifications and test methods of ODOT, WAQTC, AASHTO, ASTM, other governmental agencies, or other recognized organizations mean those officially adopted and in current use by the agency or organization on the date of Bid Opening.

If there are conflicting references, or if no reference is made to Materials specifications or test method, Materials must meet the Materials specifications or test methods required by the first applicable of the following agencies and organizations:

- Field-Tested Materials:
 - Special Provisions;
 - MFTP as modified by the Local Public Agency Quality Assurance Program; and
 - Standard Specifications.
- Nonfield Tested Materials:
 - ODOT;
 - WAQTC;
 - AASHTO;
 - ASTM;
 - Other recognized national organizations, such as ANSI, AWWA, IMSA, and UL; and
 - Industry standards in the location where the Work is being performed.

If there are conflicting references in the Contract or the Quality Assurance program, to required sampling and testing frequencies, the Contractor shall sample and test the Materials according to the first applicable of the following:

- Special Provisions;
- MFTP as modified by the Local Public Agency Quality Assurance Program; and
- Standard Specifications.

00165.30 Field-Tested Materials:

(a) Contractor's Duties - The Contractor shall:

- Furnish Materials of the quality specified in the Contract;
- Provide and administer a quality control program as described in the Quality Assurance Manual portion of the MFTP. Upon request, the Contractor shall provide to the Engineer the names, telephone numbers, and copies of certifications for all personnel performing field testing; and
- Perform other testing as required by the Contract.

(b) Types of Tests - The types of tests and testing methods generally required by the Agency are described in the MFTP.

(c) Acceptance of Field-Tested Materials The Contractor's test results for field-tested Materials will be verified by the Agency according to the Quality Assurance program outlined in the MFTP. Materials will be analyzed as determined by the Engineer for acceptance before the Engineer will accept them for incorporation into the Work. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25.

If the Agency's verification testing reveals that the Contractor's data is incorrect, the Agency may require additional testing to determine whether the Materials meet Specifications. The Contractor shall perform additional quality control testing or provide split samples to the Agency for additional testing as directed. If the Materials do not meet Specifications, the Contractor shall reimburse the Agency for the cost of the additional testing, which may be deducted from monies due or to become due the Contractor under the Contract. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25. If the Materials meet Specifications the Agency will pay the cost for the additional testing.

00165.35 Nonfield-Tested Materials - The Contractor shall furnish Materials meeting Specifications, along with all Materials Conformance and Quality Compliance Documents.

(a) Test Results Certificate - The Certificate shall:

- Be from the manufacturer verifying that the Material furnished has been sampled and tested and the test results meet the Specifications.

- Include, or be accompanied by, a copy of the specified test results (ODOT, AASHTO, ASTM, UL or other).
- Identify the testing agency and the representative responsible for the test results.
- Permit positive determination that Material delivered to the Project is the same Material covered by the test results.
- Be delivered to the Engineer with the shipment of the material.

(b) Quality Compliance Certificate - The Certificate from the manufacturer shall:

- Verify that the Material meets the Specifications, and identify by number the specified test methods used, (ODOT, AASHTO, ASTM, UL, or other)
- Permit positive determination that Material delivered to the Project is the same Material covered by the certificate,
- Be delivered to the Engineer with the shipment of the Material, or be an identification plate or mark, decal, sticker, label, or tag attached to the container or Material,

(c) Equipment List and Drawings - These consist of lists of proposed Equipment and Materials, such as:

- Shop drawings
- Material lists
- Equipment lists
- Catalog description sheets
- Manufacturer's brochures

Submit these lists to the Engineer for review of conformance with the Specifications.

(d) Certificate of Origin of Steel Materials - When specified, complete this document (ODOT Form 734-2126) as required by 00160.20 for Federal-aid projects.

Materials will be subject to acceptance testing if the Engineer so elects. The Engineer may reject damaged or non-Specification Materials regardless of the Materials Conformance Documents furnished.

00165.50 Acceptance Sampling and Testing -The Contractor shall sample and test Materials for acceptance, as required by the Contract. Materials will be analyzed as determined by the Engineer for acceptance before the Engineer will accept them for incorporation into the Work. When the Engineer determines the Materials or Work does not conform to the Specifications the Engineer may accept the Materials or Work with pay adjustments or reject the Materials or Work per 00150.25.

00165.70 Use of Materials without Acceptable Materials Conformance Documents:

(a) General - The Contractor shall not incorporate Materials into the Project prior to submittal of Materials Conformance Documents acceptable to the Engineer. The Engineer may waive this requirement temporarily if Materials are necessary for immediate traffic safety.

(b) Materials Incorporated for Immediate Traffic Safety - If Materials are incorporated into the Project for immediate traffic safety before acceptable Materials Conformance Documents are available, no payment will be made for the value of the Materials, or the costs of incorporating them, until Materials Conformance Documents have been submitted to and approved by the Engineer, or the Materials are otherwise found through testing to comply with Specifications.

(c) Contractor's Request for Testing Assistance - If acceptable Materials Conformance Documents are not available, the Contractor may either have the necessary tests performed at a private laboratory or request in writing that the Engineer:

- Determine if the Agency or its agents can sample and test;
- Estimate the cost to the Contractor for the testing service; and
- Estimate the time required to obtain the test results.

The Engineer will provide this information to the Contractor in writing. If the Contractor requests the Engineer, in writing, to proceed, the Engineer will arrange for the sampling and testing, at the Contractor's expense. If these tests determine the Material complies with the Specifications, the Materials may be incorporated into the Project, or for Materials previously incorporated according to (b) above, payment will be authorized.

00165.75 Storage and Handling of Materials - The Contractor shall store and handle Materials so as to preserve their quality and fitness for incorporation into the Work. The Contractor shall restore all storage sites to their original condition according to 00140.90, or to comply with any applicable permits, orders, or agreements, at the Contractor's expense.

Stored Materials:

- Shall be readily accessible for inspection;
- May be stored on approved parts of the Right-of-Way; and
- May be stored on private property if written permission of the owner or lessor is obtained.

Section 00170 - Legal Relations and Responsibilities

Description

00170.00 General - The Contractor shall comply with all laws, ordinances, codes, regulations and rules, (collectively referred to as "Laws" in this Section), that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

The Contractor shall indemnify, defend, and hold harmless the Agency and its representatives from liability arising from or related to the violation of Laws by those engaged in any phase of the Work. This provision does not apply to Work performed by Agency employees.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon in the county where the Agency's main office is located; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Subsection be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

Provisions and Requirements

00170.01 Other Agencies Affecting Agency Contracts - Representatives of regulatory bodies or units of government whose Laws may apply to the Work shall have access to the Work according to 00150.20(d). These may include but are not limited to those in the following (a), (b), (c), and (d).

(a) Federal Agencies:

Agriculture, Department of
Forest Service
Natural Resource Conservation Service
Army, Department of the
Corps of Engineers
Commerce, Department of
National Marine Fisheries Service
Defense, Department of
Energy, Department of
Environmental Protection Agency (EPA)
Federal Energy Regulatory Commission
Geology Survey
Health and Human Services, Department of
Homeland Security, Department of
U.S. Coast Guard (USCG)
Housing and Urban Development, Department of
Interior, Department of
Heritage, Conservation, and Recreation Service

Bureau of Indian Affairs
Bureau of Land Management
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service
Office of Surface Mining, Reclamation, and Enforcement
Minerals Management Service
Solar Energy and Energy Conservation Bank
U.S. Fish and Wildlife Service
Labor, Department of
 Mine Safety and Health Administration
 Occupational Safety and Health Administration (OSHA)
Transportation, Department of
 Federal Highway Administration
Water Resources Council

(b) State of Oregon Agencies:

Administrative Services, Department of
Agriculture, Department of
 Natural Resources Division
 Soil and Water Conservation District
Columbia River Gorge Commission
Consumer and Business Services, Department of
 Insurance Division
 Oregon Occupational Safety and Health Division (OR-OSHA)
Energy, Office of
Environmental Quality, Department of (DEQ)
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of
Labor and Industries, Bureau of
Land Conservation and Development Department
Parks and Recreation, Department of
State Lands, Department of
Water Resources Department

(c) Local Agencies:

City Commissions
County Courts
County Commissioners, Boards of
Design Commissions
Historical Preservation Commissions
Lane Regional Air Pollution Authority (LRAPA)
Planning Commissions
Port Districts
Special Districts

(d) Oregon Federally Recognized Tribal Governments:

Burns Paiute Tribe
Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians
Confederated Tribes of Grand Ronde
Confederated Tribes of Siletz
Confederated Tribes of Umatilla Indian Reservation
Confederated Tribes of Warm Springs
Coquille Tribe
Cow Creek Band of Umpqua Indians
Klamath Tribe

00170.02 Permits, Licenses, and Taxes - As required to accomplish the Work, the Contractor shall do the following:

- Obtain all necessary permits and licenses, except for those noted in 00170.03;
- Pay all applicable charges, fees and taxes, except for those noted in 00170.03;
- Give all notices required by applicable Laws, or under the terms of the Contract;
- Comply with ORS 274.530 relating to lease of stream beds by Oregon Division of State Lands;
- License, in the State of Oregon, all vehicles subject to licensing;
- Comply with ORS 477.625 and ORS 527.670 relating to clearing and fire hazards on forest lands; and
- Comply with all orders and permits issued by a governmental authority, whether local, State, or federal.

00170.03 Furnishing Right-of-Way, Easements and Permits - Unless required to be obtained in the name of the Contractor, the Agency will obtain and pay for the following when they are required by the applicable Laws or by Plans or Specifications:

- All necessary Rights-of-Way and Easements;
- Permits required for crossing or encroaching upon navigable streams;
- Permits required for removing materials from or depositing materials in waterways;
- Permits required for operating in Agency-controlled source of Materials or disposal area;
- System development fees charged by local units of government;
- Building construction permits, not including specialty work such as heating, ventilation, air conditioning, or electrical;
- Cost of referencing and replacing endangered survey monuments; and
- Environmental permits, including erosion control permits.

If, after the Bid Closing date, the Agency obtains any Permits, Rights of Way or Easements which require changes to the Work and thereby causes an increase or decrease in the cost of, or the time required for the performance of the Work, the Contractor shall submit information sufficient for the Engineer to determine the extent of the effects on the cost and/or schedule. If the Engineer agrees the cost and/or schedule will be affected by such changes, such effects will be handled in accordance with the General Conditions. The Engineer will provide the Contractor with a copy of any such Permits, Rights-of-Way or easements.

00170.04 Patents, Copyrights, and Trademarks - Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of legal right.

The Contractor shall indemnify, defend and hold harmless the Agency and all third parties and political subdivisions having a possessory or ownership interest or regulatory authority over the Project or Project Site from claims of

patent, copyright or trademark infringement, and from costs, expenses and damages the Contractor or Agency may be obligated to pay as a result of such infringement during or after completing the Work.

00170.05 Assignment of Antitrust Rights - The Contractor irrevocably assigns to the Agency any claim for relief or cause of action the Contractor acquires during the term of the Contract, or which may accrue thereafter, by reason of any violation of:

- Title 15 (Commerce and Trade), United States Code;
- ORS 646.725; and
- ORS 646.730.

In connection with this assignment, it is an express obligation of the Contractor to take no action that would in any way impair or diminish the value of the rights assigned to the Agency according to the provisions of this Subsection. Further, it is the express obligation of the Contractor to take all action necessary to preserve the rights assigned. It is an express obligation of the Contractor to advise the Agency's legal counsel:

- In advance, of its intention to commence any action involving such claims for relief or causes of action;
- Immediately upon becoming aware of the fact that an action involving such claims for relief or causes of action has been commenced by some other person or persons;
- The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of the Contractor's assignment to the Agency according to the provisions of this Subsection; and
- Immediately upon the discovery of any such antitrust claim for relief or cause of action.

In the event any payment is made to the Contractor under any such claims for relief, the Contractor shall promptly pay the full sum over to the Agency. In the event the Contractor fails to make such payment, the Agency may deduct the amount from monies due or to become due the Contractor under the Contract.

00170.06 Taxes - The Contract unit or lump sum prices shall include full compensation for any payroll taxes which may be incurred under State and Federal Unemployment and Social Security Acts, and all Sales Taxes on materials furnished by Contractor. The Contractor shall promptly pay such taxes to the proper agency, and shall indemnify and save harmless the Agency from any liability which may or could arise therefrom.

00170.07 Record Requirements - For purposes of this Subsection the term "Contractor" includes the Contractor, all subcontractors, Material Suppliers, and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their subcontractors and any other lower tier subcontracts, and "Related Entities" as that term is defined in OAR 731-005-0780. The Material Suppliers included in this definition are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide quotes.

(a) Records Required - The Contractor shall maintain all records, whether created before or after execution of the Contract, or during Contract performance, or after Contract completion, to clearly document:

- The Contractor's performance of the Contract or a subcontract;
- The Contractor's ability to continue performance of the Contract or a subcontract; and
- All claims arising from or relating to performance under the Contract or a subcontract.

These records shall include all records, including fiscal records, regardless of when created for the Contractor's business. The records for the Contractor's business include without limitation the:

- Bidding estimates and records, worksheets, tabulations or similar documents.
- Job cost detail reports, including monthly totals.
- Payroll records (including without limitation the ledger or register, and tax forms) and all documents which establish the periods, individuals involved, the hours for the individuals, and the rates for the individuals.

- Records that identify the Equipment used by the Contractor and subcontractors in the performance of the Contract or subcontracts, including without limitation, Equipment lists, rental contracts and any records used in setting rental rates.
- Invoices from vendors, rental agencies, and subcontractors.
- Material quotes, invoices, purchase orders and requisitions.
- Contracts with subcontractors and contracts with Material Suppliers, Suppliers and providers of rented equipment.
- Contracts or documents of other arrangements with any Related Entity as defined in OAR 731-005-0780.
- General ledger.
- Trial Balance.
- Financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial statement notes).
- Income tax returns.
- All worksheets used to prepare bids or claims, or to establish the cost components for the Pay Items, including without limitation, the labor, benefits and insurance, Materials, Equipment, and subcontractors.

The following are examples, but not an exhaustive list, of records that would be included, if generated by the Contractor. If the Contractor generates such records, or equivalent records, they are included among the records subject to 00170.07.

- Daily time sheets and supervisor's daily reports.
- Collective bargaining agreements.
- Earnings records.
- Journal entries and supporting schedules.
- Insurance, welfare, and benefits records.
- Material cost distribution worksheet.
- Subcontractors' and lower tier subcontractors' payment certificates.
- Payroll and vendor's cancelled checks.
- Cash disbursements journal.
- All documents related to each and every claim together with all documents that support the amount of damages as to each claim.
- Additional financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial notes) preceding the execution of the Contract and following final payment of the Contract.
- Depreciation records on all business Equipment maintained by the business involved, its accountant, or other Entity. (If a source other than depreciation records is used to develop cost for the Contractor's internal purposes in establishing the actual cost of owning and operating Equipment, all such other source documents.)

The Contractor shall maintain all fiscal records in material compliance with generally accepted accounting principles, or other accounting principles that are accepted accounting principles and practices for the subject industry and adequate for the nature of the Contractor's business, and in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Contractor or the Agency. Failure to maintain the records in this manner shall not be an excuse for not providing the records.

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all subcontractors, Material Suppliers and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers to comply with 00170.07. The Contractor shall also require all subcontractors, Material Suppliers, and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower tier subcontractors, Material Suppliers and providers of rented operated Equipment (except non-DBE truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide Material quotes and Related Entities as defined in OAR 731-005-0780.

(b) Access to Records - The Contractor shall provide the Engineer access to or a copy of all Contractor records upon request. A Project Manager's authority to request or access records is subject to OAR 731-005-0780(9). During the record retention period the Engineer, employees of the Agency, representatives of the Agency, or representatives of regulatory bodies or units of government may:

- Inspect, examine and copy or be provided a copy of all Contractor records;
- Audit the records, a Contract or the performance of a Contract;
- Inspect, examine and audit the records when, in the Agency's sole discretion, the records may be helpful in the resolution of any claim, litigation, administrative proceeding or controversy arising out of or related to a Contract.

Reasons for access to audit, inspect, examine and copy records include without limitation, general auditing, reviewing claims, checking for collusive bidding, reviewing or checking payment of required wages, performance and contract compliance, workplace safety compliance, evaluating related Entities, environmental compliance, and qualifications for performance of the Contract, including the ability to perform and the integrity of the Contractor.

Where such records are stored in a computer or in other digital media, the Engineer may request, and the Contractor shall provide, a copy of the data files and such other information or access to software to allow the Engineer review of the records.

Nothing in 00170.07 is intended to operate as a waiver of the confidentiality of any communications privileged under the Oregon Evidence Code. Nothing in 00170.07 limits the records or documents that can be obtained by legal process.

(c) Record Retention Period - The Contractor shall maintain the records and keep the records accessible and available at reasonable times and places for at least 3 years from the date of final payment under the Contract, or until the conclusion of all audits, litigation, administrative proceedings, disputes and claims arising out of or related to the Contract, whichever date is later.

(d) Public Records Requests - If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.501(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.410 through ORS 192.505, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

To the extent allowed by the Oregon Public Records Law or other applicable law related to the disclosure of public records, Agency will not disclose records or portions of records the Contractor has designated as trade secrets to a third party, who is not a representative of the Agency, to the extent the records are exempt from disclosure as trade secrets under the Oregon Public Records Law or other applicable law, except to the extent Agency is ordered to disclose in accordance with the Oregon Public Records Law or by a court of competent jurisdiction. Application of the Oregon Public Records Law or other applicable law shall determine whether any record, document or information is actually exempt from disclosure.

In addition, in response to a public records request, the Agency will not produce or disclose records so identified as exempt by the Contractor to any person other than representatives of the Agency, and others with authorized access under 00170.07(b), without providing the Contractor a copy of the public records request, unless:

The Contractor consents to such disclosure; or

Agency is prohibited by applicable law or court order from providing a copy of the public records request to the Contractor.

00170.10 Required Payments by Contractors - The Contractor shall comply with ORS 279C.505 and ORS 279C.515 during the term of the Contract.

(a) Prompt Payment by Contractor for Labor and Materials - As required by ORS 279C.505, the Contractor shall:

- Make payment promptly, as due, to all Entities supplying labor or Materials under the Contract;
- Pay all contributions or amounts due the Industrial Accident Fund, whether from the Contractor or a subcontractor, incurred in the performance of the Contract;
- Not permit any lien or claim to be filed against the State or any political subdivision thereof, on account of any labor or Material furnished in performance of the Contract; and
- Pay to the Department of Revenue all sums withheld from employees according to ORS 316.167.

(b) Prompt Payment by Contractor to First-Tier Subcontractor(s) - According to ORS 279C.580(3)(a), after the Contractor has determined and certified to the Agency that one or more of its Subcontractors has satisfactorily performed subcontracted Work, the Contractor may request payment from the Agency for the Work, and shall pay the Subcontractor(s) within 10 Calendar Days out of such amounts as the Agency has paid to the Contractor for the subcontracted Work.

(c) Interest on Unpaid Amount - If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 Days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity the amount due plus interest charges that begin at the end of the 10 day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b). The rate of interest on the amount due shall be in accordance with ORS 279C.515(2). The amount of interest shall not be waived.

(d) Agency's Payment of the Contractor's Prompt Payment Obligations - If the Contractor fails, neglects or refuses to make prompt payment of any invoice or other demand for payment for labor or services furnished to the Contractor or a Subcontractor by any Entity in connection with the Contract as such payment becomes due, the Agency may pay the Entity furnishing the labor or services and charge the amount of the payment against monies due or to become due the Contractor under the Contract.

The payment of a claim by the Agency in the manner authorized in this Subsection shall not relieve the Contractor or the Contractor's Surety from obligations with respect to any such claims.

(e) Right to Complain to the Construction Contractors Board - If the Contractor or a subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity 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)(b).

(f) Notice of Claim Against Bond - An Entity (which by definition includes a natural person) claiming not to have been paid in full for labor or Materials supplied for the prosecution of the Work may have a right of action on the Contractor's Payment Bond as provided in ORS 279C.600 and ORS 279C.605.

The Commissioner of the Bureau of Labor and Industries (BOLI) may have a right of action on the Contractor's and Subcontractors' public works bonds and Payment Bonds for workers who have not been paid in full, as provided in ORS 279C.600 and ORS 279C.605.

00170.20 Public Works Bond - Before starting Work, the Contractor and subcontractors shall each file with the Construction Contractors Board, and maintain in full force and effect, a separate public works bond, in the amount of \$30,000 unless otherwise exempt, as required by ORS 279C.830(3) and ORS 279C.836. The Contractor shall verify subcontractors have filed a public works bond before the subcontractor begins Work.

00170.32 Protection of Navigable Waters - The Contractor shall comply with all applicable Laws, including without limitation the Federal River and Harbor Act of March 3, 1899 and its amendments.

The Contractor shall not interfere with waterway navigation or impair navigable depths or clearances, except as U.S. Coast Guard or Corps of Engineer permits allow.

00170.60 Safety, Health, and Sanitation Provisions - The Contractor shall comply with all Laws concerning safety, health, and sanitation standards. The Contractor shall not require workers to perform Work under conditions that are hazardous, dangerous, or unsanitary.

Workers exposed to traffic shall wear upper body garments or safety vests that are highly visible and meet the requirements of 00225.25.

Workers exposed to falling or flying objects or electrical shock shall wear hard hats.

Upon their presentation of proper credentials, the Contractor shall allow inspectors of the U.S. Occupational Safety and Health Administration (OSHA) and the Oregon Occupational Safety and Health Division (OR-OSHA) to inspect the Work and Project Site without delay and without an inspection warrant.

According to ORS 468A.715 and ORS 468A.720, the Contractor or a Subcontractor who performs Project Work involving asbestos abatement shall possess a valid DEQ asbestos abatement license.

00170.61 Industrial Accident Protection:

(a) Workers' Compensation - The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(d).

(b) Longshoremen's and Harbor Workers' Compensation - If Work to be performed is over or adjacent to navigable waters, the Longshoremen's and Harbor Workers' Compensation Act, (Chapter 18, Title 33 of the USC) may apply, and the Contractor shall be responsible for complying with its provisions (which may include the provision of additional workers' compensation benefits to employees).

00170.62 Labor Nondiscrimination - The Contractor shall comply with all Laws concerning equal employment opportunity, including without limitation those prohibiting discrimination because of race, religion, color, sex, disability, or national origin.

00170.63 Payment for Medical Care - According to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

00170.65 Minimum Wage and Overtime Rates for Public Works Projects:

(a) General - The Contractor is responsible for investigating local labor conditions. The Agency does not imply that labor can be obtained at the minimum hourly wage rates specified in State or federal wage rate publications, and no increase in the Contract Amount will be made if wage rates paid are more than those listed.

(b) State Prevailing Wage Requirements - The Contractor shall comply with the prevailing wage provisions of ORS 279C.800 through ORS 279C.870.

(1) Minimum Wage Rates - The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication "Prevailing Wage Rates for Public Works Contracts in Oregon". The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840 and shall include this requirement in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the project and how to access the applicable wage rates.

(2) Payroll and Certified Statements - As required in ORS 279C.845, the Contractor and every subcontractor shall submit written certified statements to the Engineer on the form prescribed by the Commissioner of BOLI in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out the Contractor's or subcontractor's weekly payroll records for each worker employed upon the project.

The Contractor and subcontractors shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

(3) Additional Retainage:

a. Agency - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. The Agency will pay to the Contractor the amount retained within 14 Days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.

b. Contractor - As required in ORS 279C.845(8) the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the Agency the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. Before paying any amount retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 14 Days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

(4) Owner/Operator Data - For a project funded by the FHWA, the Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Drivers name;
- Copy of driver's license;
- Vehicle identification number;
- Copy of vehicle registration;
- Motor vehicle license plate number;
- Motor Carrier Plate Number;
- Copy of ODOT Motor Carrier 1A Permit; and Name of owner/operator from the side of the truck.

(c) State Overtime Requirements - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.540.

(1) Maximum Hours of Labor and Overtime Pay - According to ORS 279C.540, no person shall be employed to perform Work under this Contract for more than 10 hours in any 1 Day, or 40 hours in any 1 week, except in cases of necessity, emergency, or where public policy absolutely requires it. In such instances, the Contractor shall pay the employee at least time and a half pay:

- For all overtime in excess of 8 hours a day or 40 hours in any 1 week when the work week is 5 consecutive days, Monday through Friday; or
- For all overtime in excess of 10 hours a day or 40 hours in any 1 week when the work week is 4 consecutive days, Monday through Friday; and
- For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

For additional information on requirements for overtime and establishing a work schedule see OAR 839-025-0050 and OAR 839-025-0034.

(2) Notice of Hours of Labor - The Contractor shall give written notice to employees of the number of hours per day and days per week the employees may be required to work. Provide the notice either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees.

(3) Exception - The maximum hours of labor and overtime requirements under ORS 279C.540 will not apply to the Contractor's Work under this Contract if the Contractor is a party to a collective bargaining agreement in effect with any labor organization. For a collective bargaining agreement to be in effect it shall be enforceable within the geographic area of the project, and its terms shall extend to workers who are working on the project (see OAR 839-025-0054).

(d) State Time Limitation on Claim for Overtime - According to ORS 279C.545, any worker employed by the Contractor is 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, provided the Contractor posted and maintained a circular as specified in this provision. Accordingly, the Contractor shall:

- (1) Cause a circular, clearly printed in boldfaced 12-point type containing a copy of ORS 279C.545, to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed to perform Work; and
- (2) Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

(e) Additional Requirements When Federal Funds are Involved - When federal funds are involved, the following requirements shall apply in addition to the requirements of 00170.65(a) through 00170.65(d). The Contractor shall include these provisions in all subcontracts as well as ensure that all Subcontractors include these provisions in their lower tier subcontracts.

(1) FHWA Requirements - For Federal-Aid projects, the Contractor shall comply with the provisions of FHWA Form 1273, "Required Contract Provisions Federal-Aid Construction Contracts".

(2) Minimum Wage Rates - The Contractor shall pay each worker in each trade or occupation employed to perform any work under the contract not less than the existing State (BOLI) prevailing wage rate or the applicable federal prevailing wage rate required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.), whichever is higher. The Contractor shall include this provision in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the project and how to access the applicable wage rates.

(3) Payroll and Certified Statements - In addition to providing the payroll information and certified statements required under ORS 279C.845 (see 00170.65(b-2)), the Contractor and every subcontractor shall submit written certified statements that also meet the requirements in Section IV of FHWA Form 1273 except the Contractor and every subcontractor shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

(4) Overtime - With regard to overtime pay, the Contractor shall comply with the overtime provision affording the greatest compensation required under FHWA Form 1273 and ORS 279C.540.

00170.70 Insurance:

(a) Insurance Coverages - Prior to starting work hereunder, CONTRATOR, at CONTRATOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

Commercial General Liability - CONTRATOR shall obtain, at CONTRATOR'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include Contractors, subcontractors and anyone directly or indirectly employed by either.

Pollution Liability - If indicated by **Special Provisions**, Pollution Liability Insurance covering the Contractor's liability, or the liability of an appropriate subcontractor, if the coverage is obtained by the subcontractor, for bodily injury and property damage, and environmental damage resulting from sudden and accidental pollution, gradual pollution, and related clean-up costs incurred by the Contractor, or by the subcontractor if the coverage is obtained by the subcontractor, while performing Work required by the Contract. If the coverage is obtained by the Contractor, the coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Pollution Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount indicated in the **Special Provisions**. The annual aggregate limit shall not be less than the dollar amount indicated in the **Special Provisions**. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

Asbestos Liability - If indicated by **Special Provisions**, the Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide an Asbestos Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, The Contractor or subcontractor shall provide separate Asbestos Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

Lead Liability - If indicated by **Special Provisions**, the Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide a Lead Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, the Contractor or subcontractor shall provide separate Lead Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the separate policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

Commercial Automobile Liability - CONTRATOR shall obtain, at CONTRATOR'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Commercial Automobile Liability with Pollution Coverage - If indicated by **Special Provisions**, the Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide Commercial Automobile Liability Insurance with Pollution coverage covering the Contractor's liability, or the liability of an appropriate subcontractor, if the coverage is obtained by the subcontractor, for bodily injury and property damage, and environmental damage arising out of the use of all owned, non-owned, or hired vehicles while performing Work under the Contract. If the coverage is obtained by the Contractor, the coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability with Pollution Coverage and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount indicated in the **Special Provisions** or the amount required by the U.S. Department of Transportation, whichever is greater. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

Commercial Automobile Liability with Pollution Coverage is required for this Project because the Project includes pollution related Work. If the Contractor will be performing pollution related Work, this coverage covering the Contractor must be provided. If an appropriate subcontractor, but not the Contractor, will perform the pollution related Work, Commercial Automobile Liability with Pollution Coverage covering the subcontractor, but not the Contractor, must be provided, however, the Contractor shall provide Commercial Automobile Liability insurance coverage covering the Contractor as provided in the Commercial Automobile Liability bullet above. If both the Contractor and an appropriate subcontractor will be performing pollution related Work, Commercial Automobile Liability with Pollution Coverage covering both the Contractor and the subcontractor shall be provided, and the Contractor may provide the coverage covering both the Contractor and the subcontractor, or the Contractor and the subcontractor may provide their own, separate Commercial Automobile Liability with Pollution coverages.

(b) Tail Coverage - If any of the required liability insurance coverages of 00170.70(a) are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverage as described, or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. If Continuous "claims made" coverage is used, the Contractor shall keep the coverage in effect for a duration of not less than 24 months from the end of the Contract. This will be a condition to the Engineer's issuance of a Third Notification.

(c) Additional Insured - The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONTRATOR'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONTRATOR shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

(d) Professional Liability Insurance - Professional Liability Insurance. The CONTRATOR shall have in force a policy of Professional Liability Insurance. The CONTRATOR shall keep such policy in force and current during the term of this contract.

(e) Workers' Compensation - All employers, including the Contractor and its Subcontractors, if any, that employ subject workers who are performing Work or providing labor or Materials under the Contract in the State shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. The Contractor shall ensure that each of its Subcontractors complies with these requirements.

The Contractor shall certify in the Contract that the Contractor is registered by the Oregon Workers' Compensation Division either as a carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others.

The Contractor shall ensure that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any Work.

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

(g) Certificate(s) of Insurance - As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by this Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that subcontractor. The Certificate(s) will specify all of the parties who are Additional Insureds. The Contractor shall obtain, or ensure that the appropriate subcontractors obtain, insurance coverages required under this Contract from insurance companies or entities acceptable to the Agency and authorized to issue insurance in the State. The Contractor, or the appropriate subcontractor, but not the Agency, shall be responsible for paying all deductibles, self-insured retentions and/or self-insurance included under these provisions.

(h) Builders' Risk - If indicated by **Special Provision**, the Contractor shall obtain, at its expense, and keep in effect during the term of the Contract, Builders' Risk insurance on an all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for an amount equal to at least the value indicated in the **Special Provisions**. Any deductible shall not exceed \$50,000 for each loss, except that the earthquake and flood deductible shall not exceed 5% of each loss or \$50,000, whichever is greater. The policy shall include the Agency as loss payee.

00170.71 Independent Contractor Status - The service or services to be rendered under this Contract are those of an independent contractor. The Contractor is not an officer, employee, or agent of the Agency as those terms are used in ORS 30.265.

00170.72 Indemnity/Hold Harmless - To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, the Contractor shall indemnify, defend (with counsel approved by the Agency) and hold harmless the Agency, Agency's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies, and when federal transportation funding is involved the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers and members and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to the following:

- Any damage, injury, loss, expense, inconvenience or delay described in this Subsection.
- Any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects.
- Any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract.

- The negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- Any lien filed upon the project or bond claim in connection with the Work.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subsection.

In claims against any person or entity indemnified under this Subsection by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

00170.74 Employee Drug Testing Program - As required by ORS 279C.505(2), the Contractor shall have in place, and maintain during the period of the Contract, an employee drug-testing program. The Agency retains the right to audit and/or monitor the program. On request by the Engineer, the Contractor shall furnish a copy of the employee drug-testing program.

00170.78 Conflict of Interest - The Contractor shall not give or offer any gift, loan, or other thing of value to any member of the Agency's governing body or employee of the Agency in connection with the award or performance of any Contract.

The Contractor shall not rent, lease, or purchase Materials, supplies, or Equipment, with or through any Agency employee or member of the Agency's governing body.

No ex-employee of the Agency who has worked for the Agency on any phase of the Project within the prior 2 years may be employed by the Contractor to perform Work on the Project.

00170.79 Third Party Beneficiary - There are no third-party beneficiaries of the Contract, unless federal transportation funding is involved then the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers and members and employees, are third-party beneficiaries of the Contract.

00170.80 Responsibility for Damage to Work:

(a) Responsibility for Damage in General - The Contractor shall perform Work, and furnish Materials and Equipment for incorporation into the Work, at the Contractor's own risk, until the entire Project has been completed and accepted by the Agency. The Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work, except as otherwise provided in this Section.

(b) Repair of Damage to Work - Until Final Acceptance, the Contractor shall promptly rebuild, repair, restore, and make good damages to all portions of the permanent or temporary Work. The Contractor shall perform all repairs of damage to Work at no additional cost to the Agency, except for repairs necessitated by damage caused by:

- Acts of God or Nature, as defined in Section 00110; or
- Actions of governmental authorities.

(c) Vandalism and Theft - Vandalism includes damage to or destruction of Work or portions of Work that remain on the Project Site resulting from vandalism, criminal mischief, arson, or other criminal or illegal behavior.

Theft includes the loss of Work or portions of Work that are lost or stolen or otherwise unaccounted for from the Project Site or from Materials or fabrication locations. The Contractor shall remain solely responsible for all losses caused by theft, including without limitation theft that occurs in conjunction with vandalism.

The Contractor shall provide protection of the Work from vandalism and theft until Third Notification.

00170.82 Responsibility for Damage to Property and Facilities:

(a) In General - As used in this Subsection, the term "Contractor" shall include the Contractor's agents, Subcontractors, and all workers performing Work under the Contract; and the term "damage" shall include without limitation soiling or staining surfaces by tracking or splashing mud, asphalt, and other materials, as well as damage of a more serious nature.

The Contractor shall be solely responsible for damages arising from:

- The Contractor's operations;
- The Contractor's negligence, gross negligence, or intentional wrongful acts; and
- The Contractor's failure to comply with any Contract provision.

The Agency may withhold funds due the Contractor or the Contractor's Surety until all lawsuits, actions, and claims for injuries or damages are resolved, and satisfactory evidence of resolution is furnished to the Agency.

(b) Protection and Restoration of Agency Property and Facilities - The following requirements apply to highways, highway Structures and other improvements that are existing, under construction, or completed. The Contractor shall:

- Provide adequate protection to avoid damaging Agency property and facilities;
- Be responsible for damage to Agency property and facilities caused by or resulting from the Contractor's operations; and
- Clean up and restore such damage by repair, rebuilding, replacement, or compensation, as determined by the Engineer.

(c) Protection and Restoration of Non-Agency Property and Facilities - The Contractor shall determine the location of properties and facilities that could be damaged by the Contractor's operations, and shall protect them from damage. The Contractor shall protect monuments and property marks until the Engineer has referenced their location and authorized their removal. The Contractor shall restore property or facilities damaged by its operations to the condition that existed before the damage, at no additional compensation.

The Contractor shall provide temporary facilities when needed, e.g., to maintain normal service or as directed by the Engineer, until the required repair, rebuilding, or replacement is accomplished.

The Contractor shall protect specific service signs, e.g., business logos, and tourist-oriented directional signs (TODS) from damage, whether the signs are to remain in place or be placed on temporary supports. The Contractor shall repair or replace damaged signs at no cost to the Agency. Liquidated damages will be assessed against the Contractor in the amount of \$200 per day for each sign out of service for more than 5 Calendar Days because of the Contractor's operations.

00170.85 Responsibility for Defective Work - The Contractor shall make good any defective Work, Materials or Equipment incorporated into the Work, according to the provisions of Section 00150.

(a) Latent Defects - The Contractor shall remain liable for all latent defects resulting from causes other than fraud or gross mistakes that amount to fraud until the expiration of all applicable statutes of limitation and ultimate repose, the Performance Bond, Warranty Bond, or Correction Period, whichever expires last. The Contractor shall remain liable for all latent defects resulting from fraud or gross mistakes that amount to fraud regardless of when those latent defects may be discovered, and regardless of whether such discovery occurs outside any applicable statutes of limitation or ultimate repose or any applicable Performance Bond, Warranty Bond, or Correction Period.

(b) Correction Period Warranty for Agency Projects: - The Contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated in the Work, for one year from the date of Second Notification (Correction Period), except that manufacturers' warranties and extended warranties according to 00170.85(c) shall not be abridged. The Correction Period warranty described herein shall include extension of the Performance Bond for a period of one year from the date of Second Notification.

The Contractor shall be responsible for meeting the technical and performance Specifications required, making good the Work, and for all repairs of damage to the Work and other improvements, natural and artificial structures,

systems, equipment, and vegetation caused by, or resulting in whole or in part from occurrences beginning during the Correction Period and are the result of defects in Materials, Equipment, and workmanship. The Contractor shall be responsible for all costs associated with completing the repair of the defects and for associated Work including but not limited to permitting, mobilization, traffic control, erosion control, surface restoration, site cleanup and remediation caused by, or resulting in whole or in part from, defects in Materials, Equipment, or workmanship, and other Work determined by the Engineer to be necessary to complete the repair of the defects.

Within 10 Calendar Days of the Agency's written notice of defects, the Contractor, or the Contractor's Surety, shall vigorously and continuously correct and repair the defects and all related damage. If the Contractor or the Contractor's Surety fails to correct and repair the defects, the Agency may have the correction and repair done by others. The Contractor or Contractor's Surety shall promptly reimburse the Agency for all expenses incurred to correct and repair the defects.

In the event of an emergency, where delay could result in serious loss or damage, the Agency may make emergency corrections and repairs, without written notice. The Contractor or Contractor's Surety shall promptly reimburse the Agency for all expenses incurred to correct and repair the defects.

Corrections, repairs, replacements or changes shall be warranted for an additional one year period beginning on the date of the Agency's acceptance of the corrections, repairs, replacements or changes.

Without limiting the general applicability of other survival clauses under the Contract, this warranty provision shall survive expiration or termination of the Contract.

(c) Manufacturer, Installer or Supplier Warranties and Guarantees:

(1) Manufacturer, Installer or Supplier Warranties - For those Specification Sections referencing this 00170.85(c-1) Subsection, the Contractor shall furnish Warranties from the Manufacturer, Installer or Supplier and signed by an authorized Representative.

The warranty period will be specified in the applicable Specification Section for which it applies.

The warranty period will begin on the date the Engineer issues Second Notification unless otherwise specified in the Contract.

Corrections, repairs, replacements or changes shall be warranted for an additional Warranty period beginning on the date of the Agency's acceptance of the corrections, repairs, replacements or changes.

When the Agency makes written notification to the Manufacturer of failure of an item covered by this warranty, the warranty period will stop for the effected item or the portion of the effected item that failed, as applicable, until the required repairs or replacements are made and accepted. All repaired or replaced items shall meet current specifications, unless otherwise specified in the Contract, and will be warranted for the remaining warranty period.

Warranty work shall be performed when weather permits. If, in the opinion of the Engineer, temporary repairs are necessary, the temporary repairs will be made by the Agency or an independent contractor at the Manufacturer's expense. The Manufacturer shall replace all temporary repairs at no additional cost to the Agency.

The Manufacturer shall provide all required traffic control during repair or replacement of failed items at no additional cost to the Agency.

(2) Trade Practice Guarantees - For those Items installed on the Project that have customary trade practice guarantees, the Contractor shall furnish the guarantees to the Engineer at the completion of the Contract.

00170.89 Protection of Utility, Fire-control, and Railroad Property and Services; Repair; Roadway Restoration:

(a) Protection of Utility, Fire-Control, and Railroad Property and Services; Coordination - The Contractor shall avoid damaging the properties of Utilities, Railroads, railways, and fire-control authorities during performance of the Work. The Contractor shall cooperate with and facilitate the relocation or repair of all Utilities and Utility services, as required under 00150.50, and of Railroad and fire-control property and railways.

The Contractor shall conduct no activities of any kind around fire hydrants until the local fire-control authority has approved provisions for continued service.

The Contractor shall immediately notify any Utility, Railroad, or fire-control authority whose facilities have been damaged.

If an Entity has a valid permit from the proper authority to construct, reconstruct, or repair Utility, Railroad, or fire-control service in the Roadway, the Contractor shall allow the permit holder to perform the work.

(b) Restoration of Roadway after Repair Work - The Contractor shall restore the Roadway to a condition at least equal to that which existed before the repair work addressed under this Subsection was performed, as directed by the Engineer. All restoration work required as a result of Contractor's failure to protect Utilities, Railroads, railways and fire-control facilities shall be at the Contractor's expense. Restoration which constitutes Extra Work will be paid as Extra Work.

00170.92 Fencing, Protecting Stock, and Safeguarding Excavations - The Contractor shall be responsible for loss, injury, or damage that results from its failure to restrain stock and persons.

(a) At the Contractor's Expense - The Contractor shall restrain stock to lands on which they are confined using temporary fences or other adequate means. The Contractor shall provide adequate temporary fences or other protection around excavations to prevent animals and unauthorized persons from entering.

The Contractor shall repair, at Contractor's expense and to the Engineer's satisfaction, fences damaged by the Contractor's operations and the operations of the Contractor's agents, employees and Subcontractors.

(b) At the Agency's Expense - The Contractor shall construct fences, or move and reconstruct fences, as shown on the Contract Documents or as directed by the Engineer. The Contractor shall tear down and remove fencing within the Right-of-Way when no longer needed, as part of the removal Work described in and paid for according to Section 00310.

00170.93 Trespass - The Contractor shall be responsible for its own, its agents' and employees', and its Subcontractors' trespass or encroachment upon, or damage to, property during performance of the Contract.

00170.94 Use of Explosives - The Contractor shall comply with all Laws pertaining to the use of explosives. The Contractor shall notify anyone having facilities near the Contractor's operations of Contractor's intended use or storage of explosives. The Contractor shall be responsible for all damage resulting from its own, its agents' and employees', and its Subcontractors' use of explosives. (see 00330.41(e) and Section 00335)

00170.95 Unlawful Discrimination Policy - Agency – It is the policy of the City of Warrenton that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Warrenton also requires its contractors and grantees to comply with this policy.

Section 00180 - Prosecution and Progress

00180.00 Scope - This Section consists of requirements for assignment of the Contract, subcontracting, time for performance, Contract responsibility, suspensions, terminations, and related provisions.

00180.05 Assignment/Delegation of Contract - Unless the Agency gives prior written consent, the Contractor shall not assign, delegate, sell, or transfer to any Entity, or otherwise dispose of any Contract rights or obligations, including without limitation:

- The power to execute or perform the Contract; or
- Any of its right, title or interest in the Contract.

Any attempted assignment, delegation, or disposition without prior Agency consent shall be void.

Such Agency consent will not normally be given except for the assignment of funds due under the Contract, as provided in 00180.06.

If written Agency consent is given to assign, delegate, or otherwise dispose of any Contract rights or obligations, it shall not relieve the Contractor or its Surety of any part of their responsibility under the Contract.

00180.06 Assignment of Funds Due under the Contract - Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The assignment request is made on the form acceptable to the Agency;
- The Contractor secures the written consent of the Contractor's Surety to the assignment; and
- The Engineer approves the assignment.

00180.10 Responsibility for Contract - The Contractor shall direct and coordinate the operations of its employees, Subcontractors and agents performing Work, and see that the Engineer's orders are carried out promptly. The Contractor's failure to direct, supervise and control its employees, Subcontractors and agents performing Work will result in one or more of the following actions, or other actions as the Engineer deems appropriate:

- Suspension of the Work;
- Withholding of Contract payments, as necessary to protect the Agency;
- Ordering removal of individuals from the Project Site; or
- Termination of the Contract.

Action by the Agency under this provision will not prejudice any other remedy it may have.

00180.15 Agency's Right to Do Work at Contractor's Expense - Except as otherwise provided in 00150.75 and 00220.60, if the Contractor neglects to prosecute the Work properly or fails to perform any provision of the Contract, the Agency may, after 2 Calendar Days' written notice, correct the deficiencies at the Contractor's expense. In situations where the Engineer reasonably believes there is danger to life or property, the Agency may immediately and without notice correct the deficiencies at the Contractor's expense.

Action by the Agency under this provision will not prejudice any other remedy it may have.

00180.20 Subcontracting Limitations:

(a) General - The Contractor's own organization shall perform Work amounting to at least the percentage of the original Contract Amount as indicated in the Special Provisions. The value of subcontracted Work is the full compensation to be paid to the Subcontractor(s) for all pay items in the Subcontract(s).

(b) Own Organization - The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

(c) Rental of Operated Equipment - For projects funded by FWHA, the Agency will not allow a Disadvantaged Business Enterprise (DBE) firm to provide services without a subcontract covering all Work to be performed by the DBE firm. For non-DBE firms, the use of Equipment rented with operators will be allowed without a subcontract only when the following requirements are met:

(1) Written Request - The Contractor has submitted to the Engineer a written request describing the service to be provided, its estimated cost, and the estimated duration. The Engineer must approve the request before the service is provided.

(2) Limitations - The use of Equipment rented with operators is limited to the following services:

- Truck hauling of Materials (If the trucking is by an owner/operator, in addition to the requirements of 00170.65(e), each truck shall have the name of the owner/operator clearly displayed on the side of the truck); or
- Performing minor, Incidental, short-duration work under the direct supervision of the Contractor or Subcontractor, with Equipment not customarily owned, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

(3) Submittals - The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the service to be provided. For owner/operator trucking, attach copies of the data required under 00170.65(e). The Contractor shall make certain that the provider of approved services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including without limitation 00170.07. The service provider will not be considered a Subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of Work.

(4) Revocation of Approval - The Engineer may revoke approval for the services provided through rented, operated Equipment at any time the Engineer determines that the work is outside that authorized under 00180.20(c-2). Unless the Contractor promptly submits to the Engineer a subcontract agreement for consent under 00180.21, the service provider shall be immediately removed from the Project Site.

00180.21 Subcontracting:

(a) Substitution of Disclosed Subcontractors - The Contractor may only substitute a previously disclosed first-tier Subcontractor according to the provisions of ORS 279C.585. The Contractor shall provide the Engineer with a written notification that identifies the name of the proposed new Subcontractor and the reason for the substitution. Authorized reasons for substitution are limited to the following circumstances (see ORS 279C.585(1) through ORS 279C.585(10)):

- The disclosed Subcontractor fails or refuses to execute a written contract that is reasonably based either upon the Project Plans and Specifications, or the terms of the Subcontractor's written Bid, after having had a reasonable opportunity to do so;
- The disclosed Subcontractor becomes bankrupt or insolvent;
- The disclosed Subcontractor fails or refuses to perform the contract;
- The disclosed Subcontractor fails or refuses to meet the bond requirements of the prime Contractor that had been identified prior to the Bid submittal;
- The Contractor demonstrates to the Agency that the Subcontractor was disclosed as the result of an inadvertent clerical error;
- The disclosed Subcontractor does not hold a license from the Construction Contractors Board and is required to be licensed by the board;
- The Contractor determines that the Work performed by the disclosed Subcontractor is not in substantial compliance with the Plans and Specifications, or that the Subcontractor is substantially delaying or disrupting the progress of the Work;
- The disclosed Subcontractor is ineligible to work on a public improvement according to the applicable statutory provisions;

- The substitution is for "good cause" as defined by State Construction Contractors Board rule; or
- The substitution is reasonably based on the Contract alternates chosen by the Agency.

(b) Terms of Subcontracts - Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to the terms of the Contract. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their subcontractors, and any other lower tier subcontracts shall contain a clause or condition that if the Contractor or a subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

(1) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 Calendar Days out of amounts the Agency pays to the Contractor under the Contract.

(2) A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.

(3) A clause that requires the Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

- Notifies the Subcontractor in writing at least 45 Calendar days before the date on which the Contractor makes the change; and
- Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(4) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 Calendar Days after receiving payment from the Agency, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under 00180.21(d-1). The Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Agency or the Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and ends on the date on which the amount due is paid; and shall be computed at the rate specified in 00170.10(c).

(5) A clause that requires the Contractor's first-tier Subcontractor to include a payment clause and an interest penalty clause that conform to the standards of ORS 279C.580 (see 00180.21(d-1) and 00180.21(d-4)) in each of the first-tier Subcontractor's subcontracts and to require each of the first-tier Subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or Material supplier.

These payment clauses shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the Agency, as specified in 00195.50(d).

As required by ORS 279C.800 through ORS 279C.870, 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.
- A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.

(c) Contractor's Responsibilities - The Contractor shall remain solely responsible for administration of the subcontract, including but not limited to:

- Performance of subcontracted Work;
- Progress of subcontracted Work;
- Payments for accepted subcontracted Work; and

- Disputes and claims for additional compensation regarding subcontracted Work.

It shall be the direct responsibility of the Contractor to ensure that each and every subcontractor will not only be issued a complete and current set of Plans and Specifications, but also that these Plans and Specifications are on the project site and in use by the subcontractor when it is performing its portion of the project.

Subcontracted Work shall not create a contract between the Agency and the Subcontractor, will not convey to the Subcontractor any rights against the Agency, and will not relieve the Contractor or the Contractor's Surety of any of their responsibilities under the Contract.

(f) Failure to Comply - Failure to comply with 00180.21 will be cause for the Engineer to take action reasonably necessary to obtain compliance. This action may include, but is not limited to:

- Suspension of the Work;
- Withholding of Contract payments as necessary to protect the Agency; and
- Termination of the Contract.

00180.22 Payments to Subcontractors and Agents of the Contractor - To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. In making payment to Subcontractors and to its other agents performing Work and furnishing Materials and Equipment to be incorporated into the Work, the Contractor shall assume all losses resulting from overpayment.

If requested in writing by a first-tier Subcontractor, the Contractor shall send to the Subcontractor, within 10 Calendar Days of receiving the request, a copy of that portion of any invoice or request for payment submitted to the Agency, or pay document provided by the Agency to the Contractor, specifically related to any labor, Equipment, or Materials supplied by the first-tier Subcontractor.

00180.30 Materials, Equipment, and Work Force - The Contractor shall furnish suitable and sufficient Materials, Equipment, and personnel to properly prosecute and complete the Work. The Contractor shall use only Equipment of adequate size and condition to meet the requirements of the Work and Specifications, and to produce a satisfactory quality of Work. Upon receipt of the Engineer's written order, the Contractor shall immediately remove, and not use again on the Project without the Engineer's prior written approval, Equipment that, in the Engineer's opinion, fails to meet Specifications or produce a satisfactory product or result.

The work force shall be trained and experienced for the Work to be performed. Upon receipt of the Engineer's written order, the Contractor shall immediately remove from the Project Site, and shall not employ again on the Project without the Engineer's prior written approval, any supervisor or employee of the Contractor or any subcontractor who, in the Engineer's opinion, does not perform satisfactory Work or whose conduct interferes with the progress of the Work.

If the Contractor fails to remove Equipment or persons as ordered, or fails to furnish suitable and sufficient Materials, Equipment and personnel for the proper prosecution of the Work, the Engineer may suspend the Work by written notice until such orders are complied with and such deficiencies are corrected, or the Engineer may terminate the Contract under the provisions of 00180.90(a).

00180.31 Required Materials, Equipment, and Methods - The Engineer's decisions under this Section are final.

(a) General - When the Equipment and methods to be used are not specified in the Contract, any Equipment or methods that accomplish the Work as required by the Contract will be permitted.

When the Contract specifies certain Equipment or methods, the Contractor shall use the Equipment or methods specified unless otherwise authorized by the Engineer in writing.

(b) Substitution of Materials and Equipment to be Incorporated into the Work - After execution of the Contract, the Engineer may approve substitution of Materials and Equipment to be incorporated into the Work as follows:

(1) Reasons for Substitution - The Engineer will consider substitution only if:

- In the judgement of the Engineer, the proposed Materials or Equipment are equal to or superior to the specified items in construction, efficiency and utility; or
- Due to reasons beyond the control of the Contractor, the specified Materials or Equipment cannot be delivered to the Project in sufficient time to complete the Work in proper sequence.

(2) Submittal of Request - The Contractor shall submit requests for substitution to the Engineer, including manufacturers' brochures and other information needed to verify equality of the proposed item(s).

(c) Substitution of Equipment Specified to Perform Work - The Agency encourages development of new or improved Equipment and innovative use of Equipment. When the Specifications require Equipment of a particular size or type to be used to perform certain portions of the Work, the Contractor may submit a request to the Engineer to use Equipment of a different size or type. The request will not be considered as a cost reduction proposal under 00140.70. The request shall:

- Be in writing and include a full description of the Equipment proposed and its intended use;
- Include the reasons for requesting the substitution; and
- Include evidence, obtained at the Contractor's expense and satisfactory to the Engineer, that the proposed Equipment is capable of functioning as well as or better than the specified Equipment.

The Engineer will consider the Contractor's request and will provide a written response to the Contractor, either permitting or denying use of the proposed Equipment.

Permission may be granted on a trial basis to test the quality of Work actually produced, subject to the following:

- There will be no cost to the Agency, either in Contract Amount or in Contract Time;
- The permission may be withdrawn by the Engineer at any time if, in the Engineer's opinion, the Equipment is not performing in all respects equivalent to the Equipment specified in the Contract;
- If permission is withdrawn, the Contractor shall perform the remaining Work with the originally-specified Equipment; and
- The Contractor shall remove and replace nonspecification Work resulting from the use of the Contractor's proposed Equipment, or otherwise correct it as the Engineer directs, at no additional compensation.

(d) Substitution of Methods - The Agency encourages development of new, improved, and innovative construction methods. When the Plans or Specifications require a certain construction method for a portion of the Work, the Contractor may submit a request for a change by following the provisions of 00140.70, "Cost Reduction Proposals".

00180.32 Alternative Materials, Equipment, and Methods - Whenever the Contract authorizes certain alternative Materials, Equipment, or methods of construction for the Contractor's use to perform portions of the Work, and leaves the selection to the Contractor, the Agency does not guarantee that all listed alternative Materials, Equipment, or methods of construction can be used successfully throughout all or any part of the Work.

The Contractor shall employ only those alternatives that can be used to satisfactorily perform the Work. No additional compensation will be paid for corrective work necessitated by the Contractor's use of an inappropriate alternative.

00180.40 Limitation of Operations:

(a) In General - The Contractor shall comply with all Contract provisions and shall:

- Conduct the Work at all times so as to cause the least interference with traffic, and
- Not begin Work that may allow damage to Work already started.

(b) On-Site Work - The Contractor shall not begin On-Site Work until the Contractor has:

- Received Notice to Proceed;

- Filed with the Construction Contractors Board the public works bond as required in 00170.20;
- An approved Project Work schedule;
- An approved Traffic Control Plan;
- An approved Spill Prevention Control and Countermeasure Plan, if required;
- An approved Pollution Control Plan;
- An approved Erosion and Sediment Control Plan;
- Met with the Engineer at the required preconstruction conference; and

Assembled all Materials, Equipment, and labor on the Project Site, or has reasonably assured that they will arrive on the Project Site, so the Work can proceed according to the Project Work schedule.

00180.41 Project Work Schedules - The Contractor shall submit a Project Work schedule meeting the requirements of this Subsection to the Engineer. The Project Work schedule is intended to identify the sequencing of activities and time required for prosecution of the Work. The schedule is used to plan, coordinate, and control the progress of construction. Therefore, the Project Work schedule shall provide for orderly, timely, and efficient prosecution of the Work, and shall contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The Contractor shall submit a schedule or plan for each activity that is behind schedule showing, in sufficient detail, the proposed corrective action to complete Contract Work within the Contract Time. Sufficient detail shall include all required double shifts, overtime work, or combination of both.

Contractor's activity related to developing, furnishing, monitoring, and updating these required schedules is Incidental.

The Contractor shall submit a supplemental "look ahead" Project Work schedule to the Engineer prior to or at each Progress Meeting. The "look ahead" Project Work schedule is supplemental to the Type A, B, or C schedule specified below. The supplemental "look ahead" Project Work schedule shall:

- Identify the sequencing of activities and time required for prosecution of the Work.
- Provide for orderly, timely, and efficient prosecution of the Work.
- Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The supplemental "look ahead" Project Work schedule shall be written in common terminology and show the planned Work activities broken down into logical, separate activities by area, stage, and size and include the following information:

- The resources the Contractor, subcontractors, or services will use.
- The locations of each activity that will be done including the limits of the work by mile posts, stations, or other indicators.
- The time frames of each activity by Calendar Days, shifts, and hours.
- All anticipated shoulder, lane, and road closures.

At a minimum, the Contractor shall prepare a bar chart that:

- Shows at least 3 weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of 1 Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities.
- Identifies each Calendar Day by month and day.

Include the Contract name, Contract number, Contractor's name, and date of issue on each page of the bar chart.

The Contractor shall submit the supplemental "look ahead" Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and clean-up has been completed. The Contractor shall meet with the Engineer each week to review the supplemental "look ahead" Project Work schedule. If the Engineer or the Contractor determines that the current supplemental "look ahead" Project Work schedule requires changes or additions, either notations can be made on the current schedule or the Engineer may require the submittal of a revised supplemental "look ahead" Project Work schedule. Review of

the current and subsequent supplemental "look ahead" Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

One of the following Type "A", "B", or "C" schedules will be required under the Contract. The type of schedule will be identified in the **Special Provisions**.

(a) Type "A" Schedule - When a Type "A" schedule is required, the Contractor shall do the following:

(1) Schedule -At the preconstruction conference, the Contractor shall provide to the Engineer four copies of a Project Work schedule, including a time-scaled bar chart and narrative, showing:

- Expected beginning and completion dates of each activity, including all staging; and
- Elements of the Traffic Control Plan as required under 00225.05.

The schedule shall show detailed Work activities as follows:

- Construction activities;
- The time needed for completion of the utility relocation work;
- Submittal and approval of Materials samples and shop drawings;
- Fabrication, installation, and testing of special Materials and Equipment; and
- Duration of Work, including completion times of all stages and their sub phases.

For each activity, the Project Work schedule shall list the following information:

- A description in common terminology;
- The quantity of Work, where appropriate, in common units of measure;
- The activity duration in Calendar Days; and
- Scheduled start, completion, and time frame shown graphically using a time-scaled bar chart.

The schedule shall show the Work broken down into logical, separate activities by area, stage, or size. The duration of each activity shall be verifiable by manpower and Equipment allocation, in common units of measure, or by delivery dates.

The bar chart shall be prepared as follows:

- The length of bar shall represent the number of workdays scheduled.
- The time scale shall be appropriate for the duration of the Contract.
- The time scale shall be in Calendar Days.
- The smallest unit shown shall be 1 Calendar Day.
- The first day and midpoint of each month shall be identified by date.
- Distinct symbols shall be used to denote multiple shift, holiday, and weekend Work.

Each page of the bar chart shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the bar chart shall be drawn on a reasonable size of paper up to a maximum of 36 inch by 36 inch, using multiple sheets when needed.

Within 7 Calendar Days after the preconstruction conference, the Engineer and the Contractor shall meet to review the Project Work schedule as submitted. The Engineer will review the schedule for compliance with all Contract Time limitations and other restraints. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract. Within 10 Calendar Days of this meeting, the Contractor shall resubmit to the Engineer four copies of the Project Work schedule, including required revisions.

(2) Review by the Engineer - The Project Work schedule may need revision as the Work progresses. Therefore, the Contractor shall periodically review the Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the Project Work schedule no longer represents the

Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the Project Work schedule.

The Contractor shall compile an updated Project Work schedule incorporating any changes to the Project completion time(s). The bar chart shall reflect the updated information. The Contractor shall submit four copies of the updated Project Work schedule to the Engineer within 7 Calendar Days after the meeting. The report shall include without limitation the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

(b) Type "B" Schedule - When a Type "B" Schedule is required, the Contractor shall do the following:

(1) Initial Schedule - 5 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer four copies of a time-scaled bar chart Project Work schedule showing:

- Expected beginning and completion date of each activity, including all staging; and
- Elements of the Traffic Control Plan as required under 00225.05.

The initial schedule shall show all Work intended for the first 60 Days of the Contract to the level of detail described in (2) below, and shall show the priority and interdependence (sequencing and network logic) of all major segments of the remainder of the Work.

(2) Detailed Schedule - In addition to the above requirements, and within 30 Calendar Days after the Notice to Proceed, the Contractor shall provide the Engineer one digital copy and four paper copies of a detailed time-scaled bar chart Project Work schedule indicating the critical course of the Work. The digital copy shall be compatible with MS Project 2003, Primavera P3, SureTrak Project Manager 3.0, or another scheduling program approved by the Engineer.

Detailed work schedule activities shall include the following:

- Construction activities;
- The time needed for completion of the utility relocation work;
- Submittal and approval of Material samples and shop drawings;
- Procurement of critical Materials;
- Fabrication, installation, and testing of special Material and Equipment; and
- Duration of Work, including completion times of all stages and their sub phases.

For each activity, the Project Work schedule shall list the following information:

- A description in common terminology;
- The quantity of Work, where appropriate, in common units of measure;
- The activity duration in normal workdays; and
- Scheduled start, completion, and time frame shown graphically using a time-scaled bar chart.

The schedule shall show the Work broken down into logical, separate activities by area, stage, or size. The duration of each activity shall be verifiable by manpower and Equipment allocation, in common units of measure, or by delivery dates.

The bar chart shall be prepared as follows:

- The length of bar shall represent the number of normal workdays scheduled.
- The time scale shall be appropriate for the duration of the Contract.
- The time scale shall be in normal workdays (every day except Saturday, Sunday, and legal holidays).

- The smallest unit shown shall be 1 Calendar Day.
- The first day and midpoint of each month shall be identified by date.
- Distinct symbols shall be used to denote multiple shift, holiday, and weekend Work.

The bar chart drawing(s) shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the bar chart shall be drawn on a reasonable size of paper up to a maximum of 36 inch x 36 inch, using multiple sheets when needed.

Within 10 Calendar Days after submission of the Project schedule the Engineer and the Contractor shall meet to review the Project schedule as submitted. Within 10 Days of the review meeting, the Contractor shall resubmit to the Engineer one digital and four paper copies of the Project schedule, including required revisions.

The accepted Project schedule shall represent all Work, as well as the planned sequence and time for the Work. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

(3) Review and Reporting - The Project Work schedule may require revision as the Work progresses. Therefore, the Contractor shall monitor and when necessary revise the Project Work schedule as follows:

a. Review with the Engineer - The Contractor shall perform ongoing review of the Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the Project Work schedule. After any necessary action has been agreed upon, the Contractor shall make required changes to the Project Work schedule.

The Contractor shall collect information on all activities worked on or scheduled to be worked on during the previous report period, including shop drawings, Material procurement, and Contract Change Orders that have been issued. Information shall include commencement and completion dates on activities started or completed, or if still in progress, the remaining time duration.

The Contractor shall develop detailed sub-networks to incorporate changes, Additional Work, and Extra Work into the Project Work schedule. Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. The restraints shall include those activities from the Project Work schedule that initiated the sub-network as well as those restrained by it.

The Contractor shall evaluate this information and compare it with the Contractor's project schedule. If necessary, the Contractor shall make an updated bar chart schedule to incorporate the effect changes may have on the Project completion time(s). For any activity that has started, the Contractor shall add a symbol to show the actual date the activity started and the number of normal workdays remaining until completion. For activities that are finished, a symbol shall be added to show the actual date. The Contractor shall submit one digital and four paper copies of the updated bar chart to the Engineer within 7 Days after the progress meeting, along with a progress report as required by "b." below.

b. Progress Report - The Contractor shall submit a progress report to the Engineer each month. The report shall include the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

(c) Type "C" Schedule - When a Type "C" Schedule is required, the Contractor shall do the following:

(1) Initial Schedule - 10 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer one digital copy and four paper copies of a time-scaled bar chart Project Work schedule. The digital copy shall be compatible with MS Project 2003, Primavera P3, SureTrak Project Manager 3.0, or another scheduling program approved by the Engineer. The initial schedule shall show:

- The expected beginning and completion date of each activity, including all stages and phases;
- The time needed for completion of the utility relocation work; and
- The elements of the traffic control plan as required under 00225.05.

A logic diagram and a time-scaled bar chart will be acceptable in lieu of a time-scaled logic diagram.

The initial schedule shall show all Work intended for the first 60 Days of the Contract to the level of detail described in (2) below, and shall show the priority and interdependence (sequencing and network logic) of all major segments of the remainder of the Work.

(2) Detailed Project Work Schedule - In addition to the above requirements, and within 30 Calendar Days after First Notification, the Contractor shall provide the Engineer one digital copy and four paper copies of a detailed time-scaled critical path method (CPM) network Project Work schedule and computer analysis printout, both clearly indicating the critical path. The digital copy shall be compatible with MS Project 2003, Primavera P3, SureTrak Project Manager 3.0, or another scheduling program approved by the Engineer. The first submitted detailed time-scaled critical path method (CPM) network Project Work schedule shall also contain a listing of the quantity of Work for each activity, when appropriate, in common units of measure.

Detailed work schedule activities shall include the following:

- Construction activities;
- Any limitations of operation specified in 00180.40;
- The time needed for completion of the utility relocation work;
- Implementation of TCP for each stage and phase;
- Submittal and approval of Material samples, mix designs, and shop drawings;
- Agency timeframes to process and return Contractor submitted plans, working drawings, equipment lists and other submittals;
- Procurement of critical Materials;
- Fabrication, installation, and testing of special Material and Equipment;
- Duration of Work, including completion times of all stages and their sub-phases; and
- Specified cure times for all concrete elements.

The activities shall be separately identifiable by coding or use of sub-networks or both. The duration of each activity shall be verifiable and consistent with the description in the Project narrative required in (3) below.

Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. In the restraints, include those activities from any Project Work schedule that initiated the sub-network as well as those restrained by it.

The time scale used on the Contractor's detailed time-scaled critical path method (CPM) network Project Work schedule shall be appropriate for the duration of the activities and the Project duration. The time scale shall be in normal workdays, defined as every day except Saturday, Sunday and legal holidays, with calendar dates identified no less than the first and midpoint of each calendar month. The smallest unit shown shall be 1 Day. The network shall show the length of the activity or part scaled to accurately represent the number of normal workdays scheduled. Distinct symbols or graphics shall be used to show multiple shift, holiday, or weekend work.

The schedule network drawing(s) shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the drawings shall be on a reasonable size of paper up to a maximum of 36 inch x 36 inch, using multiple sheets when needed.

The Contractor shall include a tabulation of each activity in the computer mathematical analysis of the network diagram. The following information represents the minimum required for each activity:

- Event (node) number(s) for each activity;
- Maintain event (node) numbers throughout the Project;

- Activity description;
- Original duration of activities (in normal workdays);
- Estimated remaining duration of activities (in normal workdays);
- Earliest start date and actual start date (by calendar date);
- Earliest finish date and actual finish date (by calendar date);
- Latest start date (by calendar date);
- Latest finish date (by calendar date); and
- Slack or float time (in workdays).

Computer print-outs shall consist of at least a node sort and an "early start/total-float" sort.

Within 14 Calendar Days after submission of the detailed time-scaled critical path method (CPM) network Project Work schedule, the Engineer and the Contractor shall meet to review the detailed time-scaled critical path method (CPM) network Project Work schedule as submitted. Within 7 Calendar Days of the meeting, the Contractor shall resubmit to the Engineer one digital and four paper copies of the detailed time-scaled critical path method (CPM) network Project Work schedule, including required revisions.

This first accepted detailed time-scaled critical path method (CPM) network Project Work schedule, also called the accepted Project Work schedule, shall represent all Work, as well as the planned sequence and time for the Work. Review and acceptance of any Project Work schedules and Project narratives by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

(3) Project Narrative - In addition to the above requirements, and within 30 Calendar Days after First Notification, the Contractor shall provide to the Engineer a final written Project narrative that discusses the planning, coordinating, scheduling and resourcing of the Work. The Project narrative shall include the following written description:

- Plans for staging the project.
- All critical activities.
- All near critical activities defined as those with less than 30 Days of float.
- All subcontractor activities that are critical, near critical, and those that are greater than two weeks in duration.
- Labor resourcing, by stage and phase, to include the number of crews, average crew size and planned night/weekend shifts including that of subcontractors.
- Equipment allocation, by stage and phase to include mobilization, demobilization and planned activities including that of subcontractors.
- Notifications required under the Contract during each stage and phase which may include but is not limited to road closures, lanes closures, night work, cold plane pavement removal, and pile driving.
- Provide discussion on addressing reasonably predictable weather conditions and their impact on all weather sensitive activities. Also, provide discussion on other weather limitations that may affect the project schedule.
- Submittal and approval of material samples, mix designs, and shop drawings.
- Procurement of critical materials.
- Plans for dealing with "unique" construction items.
- Coordination of utilities and any immediate concerns for impacts/delays.
- Constructability issues.
- Cost Reduction Proposals and/or immediate requests for changes to the specifications.
- Concerns/issues that need to be addressed within the first 90 Days following First Notification.

The accepted Project narrative shall represent all critical and near critical Work, as well as the planned sequence and time for the Work.

(4) Review and Reporting - The Project Work schedule may require revision as the Work progresses. Therefore, the Contractor shall monitor and when necessary revise the Project Work schedule as follows:

a. Review with the Engineer - The Contractor shall perform ongoing review of the accepted Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the accepted Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the accepted Project Work schedule. After any necessary action has been agreed upon, the Contractor shall make required changes to the accepted Project Work schedule and associated Project narrative. Upon acceptance by the Engineer, this will become the new accepted Project Work schedule and associated Project narrative.

The Contractor shall collect information on all activities worked on or scheduled to be worked on during the previous report period, including shop drawings, Material procurement, and Contract Change Orders that have been issued. Information shall include actual start and completion dates on activities started or completed, or if still in progress, the remaining time duration.

The Contractor shall develop detailed sub-networks to incorporate changes, Additional Work, and Extra Work into the Project Work schedule. Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. The restraints shall include those activities from the Project Work schedule that initiated the sub-network as well as those restrained by it. The procedure for acceptance of the revised or updated Project Work schedule as the new accepted Project Work schedule will be as provided above.

The Contractor shall evaluate this information each month and compare it with the accepted Project Work schedule. The Contractor shall make an updated bar chart schedule to incorporate the effect changes may have on the Project completion time(s). For any activity that has started, the Contractor shall add a symbol to show the actual date the activity started and the number of normal workdays remaining until completion. For activities that are finished, a symbol shall be added to show the actual date. The Contractor shall submit , digitally and in paper, copies of the updated bar chart to the Engineer within 7 Days after the progress meeting, along with a progress report as required by "b." below.

b. Progress Report - Each month the Contractor shall submit a progress report and an update of the Project Work schedule to the Engineer. The report and updated schedule shall be submitted both digitally and in paper copy and shall include the following:

- A sufficient description, in narrative form, to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule;
- Proposed corrective actions;
- Proposals to keep the Project on schedule in the event of a delay; and
- Any changes to the logic as compared to the accepted Project Work schedule.

(d) Substitution of Schedules - When a Type "A" schedule is required, a Type "B" or Type "C" schedule may be substituted for the Type "A" schedule.

When a Type "B" schedule is required, a Type "C" schedule may be substituted for the Type "B" schedule.

(e) Specified Contract Time Not Superseded by Schedule Revisions - The completion dates in any Project Work schedule and any revised or updated Project Work schedules shall be within the Contract Time(s) specified for the Project, or within adjusted Contract Times approved according to 00180.80(c). Acceptance of any Project Work schedule or any revised or updated Project Work schedules shall not constitute approval of any completion dates that exceed such Contract Time(s). If the Contractor believes that additional Contract Time is due, the Contractor shall submit, with a revised Project Work schedule, a request for adjustment of Contract Time according to 00180.80(c). A request for an adjustment of Contract Time will be evaluated using the most recently accepted Project Work schedule.

(f) Float Time - Float time shown on the Project Work schedule, including any time between a Contractor's scheduled completion date and the specified Contract Time(s), does not exist for the exclusive use of either party to the Contract and belongs to the Project.

(g) Schedules Do Not Constitute Notice - Submittal of a Project Work schedule, with supporting Project narrative, does not constitute or substitute for any notice the Contractor is required under the terms of the Contract to give the Agency.

(h) Failure to Provide Schedule - The Project Work schedule is essential to the Agency. The Contractor's failure to provide the schedule, schedule information, progress reports, Project narratives, or schedule updates when required will be cause to suspend the Work, or to withhold Contract payments as necessary to protect the Agency, until the Contractor provides the required information to the Engineer.

00180.42 Preconstruction Conference - Unless otherwise approved in writing by the Engineer, before any Work is performed and within 7 Calendar Days of the Notice to Proceed, the Contractor shall meet with the Engineer for a preconstruction conference at a time mutually agreed upon.

00180.43 Commencement and Performance of Work - From the time of commencement of the Work to the time of Final Acceptance the Contractor shall:

- Provide adequate Materials, Equipment, labor, and supervision to perform and complete the Work;
- Perform the Work as vigorously and as continuously as conditions permit, and according to a Project Work schedule that ensures completion within the Contract Time or the adjusted Contract Time;
- Not voluntarily suspend or slow down operations without prior written approval from the Engineer; and
- Not resume suspended Work without the Engineer's written authorization.

00180.44 Project Meetings – The Contractor shall participate in conferences and meetings for the purposes of addressing issues related to the Work, reviewing and coordinating progress of the Work and other matters of common interest to the Contractor, Engineer and Agency.

- (a) Meeting Participants** - Representatives of entities participating in meetings shall be qualified and authorized to act on behalf of entity each represents.
- (b)** Meet in Agency's meeting room facility, or in a location otherwise agreed to by Agency and Contractor.
- (c)** Engineer will distribute to each anticipated participant written notice and agenda of each meeting at least 4 days before meeting.
- (d)** Require attendance of Contractor's superintendent and project manager, and subcontractors who are or are proximate to be actively involved in the Work, or who are necessary to agenda.
- (e)** Engineer will invite agencies, utility companies or others when the Work affects their interests, and others necessary to agenda.
- (f)** Engineer will record minutes of meeting and distribute copies of minutes within 7 days of meeting to participants and interested parties.

(g) Progress Meetings

- (1) Purpose of Progress Meetings: To expedite work of subcontractors or other organizations that are not meeting scheduled progress, resolve conflicts, and coordinate and expedite execution of the Work.
- (2) Attend regularly scheduled bi-weekly progress meetings conducted by Engineer.
- (3) Review progress of the Work, Progress Schedule, 3-week look-ahead schedule, narrative report, Application for Payment, record documents, and additional items of current interest that are pertinent to execution of the Work.
- (4) Verify:
 - Actual start and finish dates of completed activities since last progress meeting.

- Durations and progress of activities not completed.
 - Reason, time, and cost data for Change Order Work that will be incorporated into Progress Schedule and Application for Payment.
 - Percentage completion of items on Application for Payment.
 - Reasons for required revisions to Progress Schedule and their effect on Contract Time and Contract Amount.
- (5) Review status of Requests for Clarification/Information and Submittals review.
 - (6) Discuss Project safety and security.
 - (7) Discuss traffic control.
 - (8) Discuss potential problems which may impede scheduled progress and corrective measures.

(h) Coordination Meetings

- (1) Purpose of Coordination Meetings: To coordinate the Work of this Contract with the work of the Agency and with work of other contractors.

(i) Pre-Event Meetings

- (1) Prior to start of critical activities, the Contractor shall schedule a meeting with Engineer review applicable specifications and drawings, coordination of inspection requirements and other key activities.

(j) Pre-Survey Conference

- (1) The Contractor, applicable subcontractors, Contractor's surveyor, Agency and Agency's surveyor shall meet with the Engineer two weeks prior to beginning survey work. The purpose of the meeting is to discuss methods and practices of accomplishing the survey work.

(k) Other Meetings

- (1) The Contractor shall prepare for and attend other meetings as identified elsewhere in the Contract Documents.

00180.50 Contract Time to Complete Work:

(a) General - The time allowed to complete the Work or Pay Item is stipulated in the Solicitation Documents, and will be known as the "Contract Time". (see 00110.20)

(b) Kinds of Contract Time - The Contract Time will be expressed in one or more of the following ways:

- (1) Fixed Date Calculation** - The calendar date on which the Work or Pay Item shall be completed; or
- (2) Calendar Day Calculation** - The number of Calendar Days from a specified beginning point in which the Work or Pay Item shall be completed.
- (3) Work Day Calculation** - The number of Work Days from a specified beginning point in which the Work or Pay item shall be completed.

(c) Beginning of Contract Time - When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin at the date of the Notice to Proceed. When the Contract Time is stated in Work Days, counting of Contract Work Days will begin at the date of the Notice to Proceed.

(d) Recording Contract Time - All Contract Time will be recorded and charged to the nearest one-half Day.

Contract Times may be extended because of delays in the completion of the Work due to abnormal weather conditions provided that the Contractor shall, within 10 days of the beginning of such delay, notify Engineer in writing of the cause of the delay and request an extension of time. Such requests shall be accompanied with supporting documentation referenced to the NOAA INDEX weather in the Project vicinity. Engineer will make recommendations to Agency to extend the Contract Times for completing the Work when, in Engineer's judgement, the findings of facts and extent of delay justify such an extension. Contractor shall not be entitled to any additional compensation of any kind arising out of or relating to abnormal weather conditions.

On Contracts with Calendar Day or Work Day counts, the Engineer will furnish the Contractor a weekly statement of Contract Time charges. The statement will show the number of Calendar Days counted for the preceding week and the number of Calendar Days remaining prior to the established completion date.

For Contracts with fixed completion dates, or fixed completion dates for Pay Items or fixed milestone dates, the Engineer will furnish the Contractor a weekly statement of Contract Time charges only after expiration of the Contract Time. The statement will show the number of Calendar Days of liquidated damages that have been assessed, if any.

These statements will include any exclusions from, or adjustments to, Contract Time.

(e) Exclusions from Contract Time - Regardless of the way Contract Time is expressed in the Contract, certain Calendar Days will not be charged against Contract Time. These exclusions will be allowed when the Contractor is prevented from performing Work due to one of the following reasons, resulting in delay:

- Acts of God or Nature;
- Court orders enjoining prosecution of the Work;
- Strikes, labor disputes or freight embargoes that, despite the Contractor's reasonable efforts to avoid them, cause a shutdown of the entire Project or one or more major operations. "Strike" and "labor dispute" may include union action against the Contractor, a Subcontractor, a Materials supplier, or the Agency; or
- Suspension of the Work by written order of the Engineer for reasons other than the Contractor's failure or neglect.

(f) Time Calculation Protest - In the event the Contractor disputes the accuracy of the statement of Contract Time charges, it shall immediately contact the Engineer and attempt to resolve the dispute. If the dispute cannot be resolved informally, the Contractor shall submit a formal written protest to the Engineer within 7 Calendar Days of the date the Engineer mailed or delivered the statement. Failure to submit a formal written protest within the 7 Calendar Day period constitutes the Contractor's approval of the time charges, or adjusted time charges, itemized in the statement.

(g) End of Contract Time - When the Engineer determines that the On-Site Work has been completed, except for the items listed below, the Engineer will issue a Second Notification.

The Second Notification will list:

- The date the time charges stopped;
- Final trimming and cleanup tasks (see 00140.90);
- Equipment to be removed from the Project Site;
- Minor corrective work not involving additional payment to be completed; and
- Submittals, including without limitation all required certifications, bills, forms, warranties, certificate of insurance coverage (00170.70(b)), and other documents, required to be provided to the Engineer before Third Notification will issue.

The Contractor shall complete all tasks listed in the Second Notification in an expeditious manner within the time frame proposed by the Contractor and accepted by the Engineer. Unless otherwise agreed by the Agency, failure of the Contractor to complete all tasks listed in the Second Notification within the time frame accepted, will result in the Agency rescinding the Second Notification. Counting of time charges will resume upon expiration of the accepted time frame.

00180.60 Notice of Delay - The Contractor shall notify the Engineer of any delay that will likely prevent completion of the Work or a Pay Item by the date specified in the Project Work schedule. The notice shall be in writing and shall be submitted within 7 Calendar Days of when the Contractor knew or should have known of the delay. The notice shall include, to the extent available, the following:

- The reasons or causes for the delay;
- The estimated duration of the delay and the estimated resulting cumulative delay in Contract completion;
- Except for 00180.50(e) and 00180.65 delays, whether or not the Contractor expects to request an adjustment of Contract Time due to the delay;
- Whether or not the Contractor expects to accelerate due to the delay; and
- Whether or not the Contractor expects to request additional compensation due to the delay. Except for 00180.50(e) and 00180.65 delays, failure to include this information will constitute waiver of the Contractor's right to later make such a request.
- If Contractor is delayed and has stopped Contract Item work for less than 60 minutes, neither additional Contract Time nor additional compensation will be considered.

00180.65 Right-of-Way and Access Delays - Right-of-Way and access delays will be taken into consideration in adjusting Contract Time, and in approving additional compensation if the performance of the Work is delayed because of the Agency's failure to make available to the Contractor:

- Necessary Rights-of-Way;
- Agency-owned or Agency-controlled Materials sources that are offered in the Contract for the Contractor's use; or
- Access to, or rights of occupancy of, buildings and other properties the Contractor is required to enter or to disturb according to Contract requirements.

If the ending date of an anticipated delay is stated in the Special Provisions, only the delay occurring after that date will be considered for adjusting Contract Time or providing additional compensation.

00180.70 Suspension of Work:

(a) General - The Engineer has authority to suspend the Work, or part of the Work, for any of the following causes:

- Failure of the Contractor to correct unsafe conditions;
- Failure of the Contractor to carry out any provision of the Contract;
- Failure of the Contractor to carry out orders issued by the Engineer, the Agency, or any regulatory authority;
- Existence of conditions unsuitable to proper or safe performance of the Work; or
- Any reason considered by the Agency to be in the public interest.

When Work has been suspended for any reason, the Contractor shall not resume Work without the Engineer's written authorization.

(b) Contractor's Responsibilities during and after Suspension - During periods of suspension of the Work, the Contractor shall continue to be responsible for protecting and repairing the Work according to 00170.80, and for ensuring that a single designated representative responsible for the Project remains available according to 00150.40(b).

When Work is resumed after suspension, unless otherwise specified in the Contract, the Contractor shall perform the following at no additional compensation:

- Replace or repair any Work, Materials, and Equipment to be incorporated into the Work that was lost or damaged because of the temporary use of the Project Site by the public; and

- Remove Materials, Equipment, and temporary construction necessitated by temporary maintenance during the suspension, as directed by the Engineer.

(c) Compensation and Allowances for Suspension - Compensation and allowance of additional Contract Time due to suspension of any portion of the Work will be authorized only for Agency-initiated suspensions for reasons other than the Contractor's failure or neglect. (refer to 00180.50(e), 00180.65, and 00195.40)

00180.80 Adjustment of Contract Time:

(a) General - Contract Time established for the Work will be subject to adjustment, either by increase or decrease, for causes beyond the control of the Contractor, according to the terms of this Subsection. After adjustment, the Contract Time will become, and be designated as, the "Adjusted Contract Time". Except as provided in 00180.65 and 00195.40, an adjustment of Contract Time shall be the Contractor's only remedy for any delay arising from causes beyond the control of the Contractor.

(b) Contractor's Request Not Required - The Engineer may increase or decrease the Contract Time or the Adjusted Contract Time if Change Orders or Extra Work orders issued actually increase or decrease the amount of time required to perform the Work. The Engineer may also increase Contract Time in the event of Right-of-Way and Access delays (see 00180.65), and those delays due to causes beyond the Contractor's control specified in 00180.50(e). The Engineer will promptly inform the Contractor of adjustments made to Contract Time according to this Subsection, and will include the reasons for adjustment.

If the Agency anticipates delay during performance of the Contract, and specifies its expected duration in the Special Provisions, the Engineer will only consider additional delay beyond the stipulated duration in determining whether to adjust Contract Time.

(c) Contractor's Request Required - In the event the Contractor believes that additional Contract Time is due, the Contractor shall submit to the Engineer a timely request for adjustment of Contract Time. The Engineer will not consider untimely requests. The Agency regards as timely only those requests for adjustment of Contract Time that:

- Accompany a proposed revised Project Work schedule submitted according to 00180.41, for comparison with the last revision of the Project Work schedule; or
- Are not otherwise deemed waived and are submitted within 15 Days after the date of Second Notification, if Second Notification has been issued.

The Engineer will not grant an adjustment of Contract Time for events that occurred prior to the date of the last revision of the Project Work schedule. The Engineer will not authorize, nor the Agency pay, acceleration costs incurred by the Contractor prior to its submittal of a request for adjustment of Contract Time to which the acceleration costs relate.

The Contractor's request for adjustment of Contract Time shall be submitted to the Engineer on a form provided by, or in a format acceptable to, the Engineer, and shall include a copy of the written notice required under 00180.60. The request shall include without limitation:

- Consent of the Contractor's Surety if the request totals more than 30 Calendar Days of additional Contract Time;
- Sufficient detail for the Engineer to evaluate the asserted justification for the amount of additional Contract Time requested;
- The cause of each delay for which additional Contract Time is requested, together with supporting analysis and data;
- Reference to the Contract provision allowing Contract Time adjustment for each cause of delay;
- The actual or expected duration of delay resulting from each cause of delay, expressed in Calendar Days; and
- A schedule analysis based on the current approved Project Work schedule for each cause of delay, indicating which activities are involved and their impact on Contract completion.

(d) Basis for Adjustment of Contract Time - In the adjustment of Contract Time, the Engineer will consider causes that include, but are not limited to:

- Failure of the Agency to submit the Contract and bond forms to the Contractor for execution within the time stated in 00130.50, or to submit the Notice to Proceed within the time stated in 00130.90;
- Errors, changes, or omissions in the Supplemental Drawings, quantities, or Specifications;
- Performance of Extra Work;
- Failure of the Agency or Entities acting for the Agency to act promptly in carrying out Contract duties and obligations;
- Acts or omissions of the Agency or Entities acting for the Agency that result in unreasonable delay referenced in 00195.40;
- Causes cited in 00180.50(e); and
- Right-of-way and access delays referenced in 00180.65.

The Engineer will not consider requests for adjustment of Contract Time based on any of the following:

- Contentions that insufficient Contract Time was originally specified in the Contract;
- Delays that do not affect the specified or Adjusted Contract Time;
- Delays that affect the Contractor's planned early completion, but that do not affect the specified or adjusted Contract Time;
- Shortage or inadequacy of Materials, Equipment or labor;
- Work stoppage required by the Engineer to determine the extent of Work defects
- Time for the Contractor to correct the Work defects from date of notification of the defects until the correction work is completed and has been approved by the Engineer.
- Late delivery of Materials and Equipment to be incorporated into the Work, except under those conditions referenced in 00180.50(e);
- Different area of Material source in 00160.40(a);
- Substitution of Equipment in 00180.31(c);
- Reasonably predictable weather conditions; or
- Other matters within the Contractor's control or Contract responsibility.

(e) Consideration and Response by Agency - The Engineer will only consider a Contractor's request for Contract Time adjustment submitted according to the requirements of 00180.80(c). The Engineer may elect not to consider claimed delays that do not affect the specified or adjusted Contract Time required to complete the Work.

The Engineer may adjust Contract Time for causes not specifically identified by the Contractor in its request.

The Engineer will review a properly submitted request for Contract Time adjustment, and within a reasonable time will advise the Contractor of the Engineer's findings. If the Contractor disagrees with the Engineer's findings, the Contractor may request review according to the procedure specified in 00199.40.

00180.85 Failure to Complete on Time; Liquidated Damages:

(a) Time is of the Essence - Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's performance of the Work may inconvenience the traveling public, interfere with business and commerce, and increase cost to the Agency. It is essential and in the public interest that the Contractor prosecute the Work vigorously to Contract completion.

The Agency does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time or adjusted Contract Time has expired.

(b) Liquidated Damages - The Agency will sustain damage if the Work is not completed within the specified Contract Time. However, in certain Agency projects it may be unduly burdensome and difficult to demonstrate the exact dollar value of such damages. The Agency will identify such projects in the **Special Provisions** related to

them. In these projects, the Contractor agrees to pay to the Agency, not as a penalty but as liquidated damages, the amount specified in the **Special Provisions** for each Calendar Day the Contractor expends performing the Contract in excess of the Contract Time or adjusted Contract Time.

Payment by the Contractor of liquidated damages does not release the Contractor from its obligation to fully and timely perform the Contract according to its terms. Nor does acceptance of liquidated damages by the Agency constitute a waiver of the Agency's right to collect any additional damages it may sustain by reason of the Contractor's failure to fully perform the Contract according to its terms. The liquidated damages shall constitute payment in full only of damages incurred by the Agency due to the Contractor's failure to complete the Work on time.

If the Contract is terminated according to 00180.90(a), and if the Work has not been completed by other means on or before the expiration of Contract Time or adjusted Contract Time, liquidated damages will be assessed against the Contractor for the duration of time reasonably required to complete the Work.

00180.90 Termination of Contract and Substituted Performance:

(a) Termination for Default - Termination of the Contract for default may result if the Contractor:

- Fails to comply with the requirements for records;
- Violates any material provision of the Contract;
- Disregards applicable laws and regulations or the Engineer's instructions;
- Refuses or fails to supply enough Materials, Equipment or skilled workers for prosecution of the Work in compliance with the Contract;
- Fails to make prompt payment to Subcontractors;
- Makes an unauthorized general assignment for the benefit of the Contractor's creditors;
- Has a receiver appointed because of the Contractor's insolvency;
- Is adjudged bankrupt and the court consents to the Contract termination; or
- Otherwise fails or refuses to faithfully perform the Contract according to its terms and conditions.

If the Contract is terminated by the Agency, upon demand the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of all Materials and Equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments under 00195.50.

If the Contract is terminated for default, neither the Contractor nor its Surety shall be:

- Relieved of liability for damages or losses suffered by the Agency because of the Contractor's breach of Contract; or
- Entitled to receive any further progress payments until the Work is completed. However, progress payments for completed Work that remain due and owing at the time of Contract termination may be made according to the terms of 00195.50, except that the Engineer will be entitled to withhold sufficient funds to cover costs incurred by the Agency as a result of the termination. Final payment to the Contractor will be made according to the provisions of Section 00195.

If a termination under this provision is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination for public convenience.

(b) Substituted Performance - According to the Agency's procedures, and upon the Engineer's recommendation that sufficient cause exists, the Agency, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety 10 Calendar Days' written notice, may:

- Terminate the Contract;
- Substitute the Contractor with another Entity to complete the Contract;
- Take possession of the Project Site;
- Take possession of Materials on the Project Site;

- Take possession of Materials not on the Project Site, for which the Contractor received progress payments under 00195.50;
- Take possession of Equipment on the Project Site that is to be incorporated into the Work;
- Take possession of Equipment not on the Project Site that is to be incorporated into the Work, and for which the Contractor received progress payments under 00195.50; and
- Finish the Work by whatever method the Agency deems expedient.

If, within the 10 Calendar Day notice period provided above, the Contractor and/or its Surety corrects the basis for declaration of default to the satisfaction of the Engineer, or if the Contractor's Surety submits a proposal for correction that is acceptable to the Engineer, the Contract will not be terminated.

(c) Termination for Public Convenience - The Engineer may terminate the Contract for convenience in whole or in part whenever the Engineer determines that termination of the Contract is in the best interest of the public.

The Engineer will provide the Contractor and the Contractor's Surety 7 Calendar Days' written notice of termination for public convenience. After such notice, the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of Materials and Equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments under 00195.50.

If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the Agency as a result of defective, unacceptable or unauthorized Work completed or performed.

Compensation for Work terminated by the Engineer under this provision will be determined according to the provisions of 00195.70(b).

00180.95 Project Closeout

(a) Description of Requirements – Project Closeout is defined to include general requirements near the end of the Contract Time, in preparation for Substantial Completion, Final Completion, final payment, normal termination of Contract, occupancy by Agency and similar actions evidencing completion of the Work. Specific requirements for individual units of Work are specified in various technical specification sections.

(b) Prerequisites To Substantial Completion

(1) Prior to requesting Engineer's inspection for certification of Substantial Completion for the entire work, complete the following and list known exceptions in request:

- In progress payment request, coincide with or first following date claimed, show either 100% completion for portion of work claimed as "substantially complete", or list incomplete items, value of incompleteness, and reasons for being incomplete. Include supporting documentation for completion as indicated in these Contract Documents.
- Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
- Obtain and submit releases enabling Agency's full and unrestricted use of the Work and access to services and utilities.
- Deliver tools, spare parts, extra stocks of materials, and similar physical items to Agency.
- Where applicable, make final change-over of locks and transmit keys to Agency and advise Agency's personnel of change-over in security provisions.

- Complete start-up testing of systems, and instructions of Agency's operating/maintenance personnel. Discontinue (or change-over) and remove from Project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
- Touch-up and otherwise repair and restore marred exposed finishes.

(2) Upon receipt of Contractor's request, Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Engineer will either prepare Certificate of Substantial Completion, or advise Contractor of Work which must be performed prior to issuance of certificate; a repeat inspection will be performed when requested and assured by the Contractor that Work has been substantially completed. Results of completed inspection will form initial "punch-list" requirements for Final Completion. If more than two visits are required to complete the final inspection for Substantial Completion then the Contractor shall pay the Agency for the Engineer's time, for all categories of labor required to complete the inspection for Substantial Completion at the Engineer's standard billing rates at the time of inspection. This time shall include time for travel and time to prepare inspection reports. Contractor shall also pay the Engineer's expenses at cost plus 10% and \$0.55 per mile for travel to and from the site.

(c) Prerequisites To Final Completion

- (1) Prior to requesting Engineer's final inspection for final payment and acceptance, complete the following and list known exceptions (if any) in request:
- Submit final payment request with final releases and supporting documentation which have not previously been submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - Submit updated final statement, accounting for additional (final) changes to Contract Amount.
 - Submit certified copy of Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Engineer.
 - Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of Substantial Completion or when Agency took possession of and responsibility for corresponding elements of the work.
 - Submit consent of surety.
 - Submit final liquidated damages settlement statement, acceptable to Agency.
 - Submit record drawings, maintenance manuals, and similar final record information.
- (2) Re-inspection Procedure: Upon receipt of Contractor's notice that the Work has been completed, including punch-list items resulting from earlier inspections, and accepting incomplete items delayed because of acceptable circumstances, Engineer will re-inspect the work. Upon completion of re-inspection, Engineer will either make recommendation for final payment and acceptance by the Agency or advise Contractor of work not completed or obligations not fulfilled as required for final payment. If necessary, procedure will be repeated. If more than two visits are required to complete the final inspection for final payment then the Contractor shall pay the Agency for the Engineer's time, for all categories of labor required to complete the inspection for final acceptance at the Engineer's standard billing rates at the time of inspection. This time shall include time to travel and time to prepare inspection reports. Contractor shall also pay the Engineer's expenses at cost plus 10% and \$0.55 per mile for travel to and from the site.

(d) Closeout Documents

(1) Submit following Closeout Submittals after receipt of Second Notification and at least seven (7) days prior to Application for Final Payment:

- Evidence of Compliance with Requirements of Governing Authorities.
- Project Record Documents.
- Operation and Maintenance Manuals.
- Warranties and Bonds.
- Keys and Keying Schedule.
- Evidence of Payment and Release of Liens as outlined in Conditions of the Contract.
- City of Warrenton Certificate of Compliance provided at the end of this Section



CERTIFICATE OF COMPLIANCE

City of Warrenton
225 S Main Ave
Warrenton, OR 97146

ATTN: Public Works Director

PROJECT NAME: _____

PROJECT LOCATION: _____

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 substitutions of Subcontractors without prior notification to the City in accordance with ORS279C.585;
- C. Contractor and subcontractors performing work under this contract were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.138 before commencing work under the contract;
- D. All payments due to all persons supplying labor or material for the performance of the work provided for in this contract have been made;
- E. All contributions or amounts due the Industrial Accident Fund from the contractor or subcontractors incurred in the performance of the contract have been paid;
- F. All sums withheld from employees under ORS 316.167 have been paid to the Department of Revenue.

Authorized Signature _____ Date _____

Section 00190 - Measurement of Pay Quantities

Description

00190.00 Scope - The Engineer will measure pay quantities for accepted Work according to the United States standard measure unless otherwise provided in the Contract. Unless otherwise specified in the Contract, the Engineer will round off all quantity computations using the following convention:

- The final significant digit will not be changed when the succeeding digit is less than 5.
- The final significant digit will be increased by one when the succeeding digit is 5 or greater.

The measurement provisions contained in the Specifications for each Pay Item will supplement or modify the above convention by:

- Imposing measurement limitations
- Describing measurement or computation procedures
- Giving conversion factors or adjustment conditions
- Providing for determination of reasonably accurate and representative Pay Item quantities

Measurements required or allowed to be made by the Contractor will be subject to the Engineer's verification. The Engineer's decision about measurement is final.

00190.10 Measurement Guidelines - Measurement of quantities will be made on the following bases, unless otherwise specified in the Contract:

(a) Unit Basis - Unit will be each, unless otherwise specified in the Contract and will be determined by actual count of units in place.

(b) Length Basis - Length will be feet or mile, unless otherwise specified in the Contract and will be determined by measuring the length at least to the nearest 0.1 foot or at least to the nearest 0.1 mile, as applicable, unless otherwise specified in the Contract. Measurements will be limited to the dimensions shown or specified, or as directed by the Engineer.

(c) Area Basis - Area will be square foot, square yard, or acre, unless otherwise specified in the Contract and will be determined by measuring the width and the length (or height) at least to the nearest 0.1 foot and computed at least to the nearest 0.1 square foot, nearest 0.1 square yard, or nearest 0.1 acre, as applicable, unless otherwise specified in the Contract.

(d) Weight Basis - Weight will be pound or ton, unless otherwise specified in the Contract and will be determined as follows:

(1) Pound - Pound weight will be determined by the net weight identified on the manufacturer's packaged labels, subject to periodic check weighing. Weight by pound will be measured at least to the nearest 1.0 pound unless otherwise specified in the Contract.

Provide a certificate with each shipment together with a certified copy of the weight of each delivery. If the check weight is less than the manufacturer weight by more than 0.4%, the discrepancy will be resolved by the Engineer.

(2) Ton - Ton weight will be determined on Contractor-provided scales as required under 00190.20 unless otherwise allowed by the Specifications. Weight by ton will be measured at least to the nearest 0.01 ton unless otherwise specified in the Contract.

If bituminous materials, portland cement, lime, and similar bulk Materials are shipped by truck or rail, the supplier's shipping invoice with net scale weights, or volumes converted to weights, may be used for Pay Item quantity determination in place of weights determined on the Contractor-provided vehicle scales.

Shipping invoice weights of the supplier's truck or transport shall be subject to periodic check weighing on the Contractor's vehicle scales, or other scales designated, according to 00190.20. If the check weight is less than the supplier weight by more than 0.4%, the discrepancy will be resolved by the Engineer.

No payment will be made:

- For quantities in excess of the supplier weight
- When Materials have been lost, wasted, or otherwise not incorporated into the Work
- For additional hauling costs resulting from the check weighing

(e) Volume Basis - Volume will be cubic yard truck measure or in-place measure, gallons, foot board measure (FBM), or thousand foot board measure (MFBM), unless otherwise specified in the Contract and will be measured at least to the nearest 0.1 cubic yard, nearest 1.0 gallon, nearest 0.1 FBM, or nearest 0.1 MFBM, as applicable, unless otherwise specified in the Contract.

Truck measure will be the measured and calculated maximum "water level" capacity of the vehicle. Quantities will be determined at the point of delivery, with no allowance for settlement of Material during transit. When required to facilitate measurement, the vehicle load shall be leveled at the point of delivery. Payment will not be made for Material in excess of the maximum "water level" capacity. Deductions will be made for loads below the maximum "water level" capacity.

When bituminous materials are measured by volume, the volume will be measured at 60 °F or will be corrected to the volume at 60 °F using the correction factors found in the MFTP (ODOT TM 321).

(f) Time Basis - Time will be hour, Day, or year, unless otherwise specified in the Contract, and will be measured to at least the nearest 0.5 hour, nearest 1.0 Day, or nearest 1.0 year, as applicable, unless otherwise specified in the Contract.

(g) Standard Manufactured Items - If standard manufactured items, such as fence, wire, plates, rolled shapes, pipe, conduit and other similar items are specified in the Contract by properties such as gauge, unit weight, or section dimensions, the manufacturing tolerances established by the industry involved will be accepted unless more stringent tolerances are cited in the Contract.

(h) Lump Sum Basis - Lump sum, when used, means the Work described shall be completed and accepted without measurement unless changes are ordered in writing by the Engineer. If estimated quantities of the Work to be performed are listed in the Special Provisions, they provide only a basis for adjusting payment amounts. Estimated quantities are approximate only, and are made from a reasonable interpretation of the Contract Documents. Computations based on the details and dimensions shown on the Contract Documents are not guaranteed to equal estimated quantities.

If the Agency issues no Change Order, the Agency will make no pay adjustment for quantities based on the Contractor's computations that overrun or underrun the estimated quantities.

If the Agency issues Change Orders for changes in the Work, the Engineer will measure such changes according to the standards set by 00195.20 to determine adjustment of payment.

00190.20 Contractor to Provide Vehicle Weigh Scales:

(a) General - If the Specifications require measurement by weighing on vehicle weigh scales, the Contractor shall provide vehicle weigh scales and shall transport Materials to the scales. Subject to the Engineer's approval, weights may be determined by plant or hopper scales according to 00190.30.

Contractor-provided scales shall be furnished, installed and maintained by the Contractor or its supplier, or, subject to the Engineer's approval, may be commercial scales located in the vicinity of the Project.

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; and for transporting Materials to the scales or to check weighing.

(b) Requirements - The scales shall conform to ORS 618, or the laws of the state in which they are located, and NIST Handbook 44, and shall be:

- Licensed by the Oregon Department of Agriculture, or by the analogous regulatory body for scales located outside the State;
- Technically suitable for weighing the Materials;
- Properly installed and maintained; and
- Accurate to the required tolerances.

The weight of any Materials weighed by anyone other than the Engineer will be subject to check weighing as the Engineer directs.

(c) Approaches - Vehicle scale approaches shall be:

- At each end of the scale platform;
- Straight and in line with the platform; and
- Long enough to accommodate combination vehicles longer than the scale platform so that they are level and allow release of brakes before weighing.

(d) Inspections - Contractor shall have all scales certified, that is inspected and their accuracy tested, by the Oregon Department of Agriculture, an analogous regulatory body for scales located outside the State, or a scale service company as follows:

- Before use if installed at a new site;
- 60 Calendar Days after initial inspection;
- Every 6 months thereafter; and
- When the Engineer directs additional inspections.

No Materials weighed on scales without current certifications according to this Subsection will be accepted. The Contractor shall provide a copy of all required certifications to the Engineer.

Testing by a scale service company within the State of Oregon shall comply with ORS 618.

If additional inspections directed by the Engineer confirm that the scale accuracy is within the required tolerances, the Agency will pay the cost for inspecting and testing the scales. If the scale accuracy is not within these tolerances, the Contractor shall pay the cost for inspecting and testing the scales.

(e) Inspection Results - If an inspection indicates the scales have been under-weighing (indicating less than the true weight), the Agency will make no additional payment to the Contractor for Materials previously weighed.

If an inspection indicates the scales have been over-weighing (indicating more than the true weight), the weights will be reduced for Materials received after the time the Engineer determines the overweighing began or, if that is not possible, after the last acceptable certification of the scales. The reduction will be the amount of error in excess of the 0.2% maintenance tolerance allowed in the Contract.

(f) Contractor-Provided Weigh Technician - The Contractor shall provide a technician to operate Contractor-provided vehicle weigh scales. The Agency may observe procedures and require check weighing according to the following:

(1) Scale with Automatic Printer - If the scales have an automatic weigh memo printer that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

If a different scale is not available within a 30 mile round trip from the regular haul route the Agency will allow check weighing on an approved alternate basis. Check weights within 0.4% of the Contractor-provided weight are acceptable.

The Engineer will resolve discrepancies found by check weighing. Agency employee costs will be paid by the Agency. The Contractor shall pay all other costs resulting from the check weighings, including without limitation the use of other scales.

If more than 50 tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least every tenth Day on which more than 50 tons is received or at each interval that 10,000 tons has been weighed, whichever occurs first, or as directed by the Engineer. The Contractor shall make at least one check weighing on projects where more than 2,000 tons of all types of Materials are received from a scale. The Contractor shall provide the Engineer with the results of the check weighing.

(2) Scale Without Automatic Printer - If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform the Engineer of his intent to use a scale without an automatic printer at least 3 working Days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer. The Contractor shall pay costs for the weigh witness. The hourly cost of the weigh witness will be as stated in the Special Provisions. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

If a different scale is not available within a 30 mile round trip from the regular haul route the Agency will allow check weighing on an approved alternate basis. Check weights within 0.4% of the Contractor-provided weight are acceptable.

The Engineer will resolve discrepancies found by check weighing. Agency employee costs for check weighings will be paid by the Agency. The Contractor shall pay all other costs resulting from the check weighings, including without limitation the use of other scales.

If more than 50 tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least every tenth day on which more than 50 tons is received or at each interval that 10,000 tons has been weighed, whichever occurs first, or as directed by the Engineer. The Contractor shall make at least one check weighing on all projects where materials are received from a scale without an automatic printer. The Contractor shall provide the Engineer with the results of the check weighing.

(3) Duties of Weigh Technician - The Contractor's weigh technician shall:

- Determine twice a Day, or as otherwise directed by the Engineer, the empty haul weights (tare weights) of hauling vehicles, unless vehicles are tared before each load;
- Furnish daily a listing of the tare weights if 10 or more loads are hauled during that Day;
- Furnish a note listing the net weight for each consecutive ten loads with the following load;
- Furnish a daily listing of the net weights and total weight for each type of Material hauled during that Day; and
- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of vehicle, driver and weigh technician.

(g) Agency-Provided Weigh Technician - If the Contractor provides vehicle weigh scales without a weigh technician meeting the requirements of this Subsection, the Agency will provide a weigh technician at the Contractor's expense. The Contractor shall provide a weighhouse for the weigh technician according to Section 00205. The Agency's weigh technician will:

- Determine tare weights;
- Prepare weigh memos for each load;
- Compile the weigh records; and
- Not participate in the production of Materials or the loading of haul vehicles.

00190.30 Plant Scales - The Contractor, with the Engineer's written approval, may weigh plant-mixed Materials on scales that have either:

- An automatic weight batching and mixing control printer system; or
- A weigh hopper printer system.

Any additional costs resulting from the use of these scales shall be borne by the Contractor. Check weighing will be done according to 00190.20(f).

Except for 00190.20(c) regarding approaches, the Contractor's use of plant scales shall comply with all provisions of 00190.20.

The Engineer's approval for the Contractor's use of plant scales to determine pay weights will be rescinded if check weighing or scale inspections indicate the scales do not consistently determine weights within the tolerances allowed by state law.

Section 00195 - Payment

Description

00195.00 Scope and Limit:

(a) General - The Agency will pay only for measured Pay Item quantities incorporated into the Work or performed according to the terms of the Contract. The Contractor understands and agrees that Pay Item quantities listed in the Schedule of Items do not govern payment.

Payment constitutes full compensation to the Contractor for furnishing all Materials, Equipment, labor, and Incidentals necessary to complete the Work; and for risk, loss, damage, and expense arising from the nature or prosecution of the Work or from the action of the elements, subject to the provisions of 00170.80. The Contractor shall include the costs of bonds and insurance for the Project in the unit price for each Pay Item of Work to be performed.

(b) Essential or Incidental Materials or Work - When the Specifications state that the unit price for a Pay Item is compensation for certain Materials or Work essential or Incidental to the Pay Item, the same Materials or Work will not be measured or paid under any other Pay Item.

Provisions and Requirements

00195.10 Payment For Changes in Materials Costs - On certain projects, as identified in the **Special Provisions**, an escalation/de-escalation clause with respect to certain materials will be in effect during the life of the Contract.

00195.13 Asphalt Cement Material Price Escalation/De-Escalation Clause - Subsections 00195.13, 00195.13(a), 00195.13(b), 00195.13(c), and 00195.13(d) contain the price escalation/de-escalation clause relating to asphalt cement materials (as defined in 00195.13(d)).

(a) Monthly Asphalt Cement Material Price (MACMP) - The Monthly Asphalt Cement Material Price (MACMP) will be established by ODOT each month. For information regarding the calculation of the MACMP, and for the actual MACMP, go to the ODOT website at:

http://www.oregon.gov/ODOT/HWY/ESTIMATING/asphalt_fuel.shtm

If the ODOT selected index ceases to be available for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The MACMP will apply to all asphalt cement including but not limited to paving grade, polymer modified, and emulsified asphalts, and recycling agents. The Agency does not guarantee that asphalt cement will be available at the MACMP

(b) Base Asphalt Cement Material Price (Base) - The Base price for this Project is the MACMP published on the ODOT website for the month immediately preceding the bid opening date.

(c) Monthly Asphalt Cement Adjustment Factor - The Monthly Asphalt Cement Adjustment Factor will be determined each month as follows:

- If the MACMP is within $\pm 5\%$ of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:

$$\text{Adjustment Factor (\%)} = ((\text{MACMP})/(\text{Base})) \times (100) - 5$$

- If the MACMP is less than 95% of the Base, then:

$$\text{Adjustment Factor (\%)} = ((\text{MACMP})/(\text{Base})) \times (100) + 5$$

(d) Asphalt Cement Price Adjustment - If specified in the Special Provisions, an asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract. A price adjustment will be made for each pay item in the bid schedule containing asphalt cement. The price adjustment as calculated in 00195.13(c)

above will use the MACMP for the month the asphalt is incorporated into the Project. The price adjustment per a ton of HMAC incorporated that month will be the difference between the cost submitted by the Contractor in the bid schedule for "Asphalt Cement in HMAC Per Ton of HMAC Complete" and the adjusted cost found by multiplying the "Asphalt Cement in HMAC Per Ton Of HMAC Complete" by the Adjustment Factor. The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

00195.20 Changes to Plans or Character of Work:

(a) Insignificant Changed Work - If the changes made under 00140.30 do not significantly change the character or unit cost of the Work to be performed under the Contract, the Agency will pay for such work at the Pay Item price.

If the Work involved in the change is measured on a lump sum basis and its character is not significantly changed, payment for the Changed Work will be determined:

- As described in the applicable Section of the Specifications;
- If not described there, on a theoretical unit price determined by dividing the Contractor's lump sum price by the estimated quantity of the Pay Item listed in the Special Provisions; or
- If neither of the above apply, the Engineer will make an equitable adjustment.

(b) Significant Changed Work - If the changes made under 00140.30 significantly alter the character, quantity, unit cost, or lump sum cost of the Work, the Agency will adjust the Contract. The Contractor shall not be entitled to compensation for any loss in profits resulting from elimination of, reduction of, or other change to, a part of the Work.

Any such adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates for Extra Work, but those procedures shall account for the decrease or elimination of Work as well as for increases in the Work. This does not limit the application of Section 00199.

The term "Significant Changed Work" shall apply only to that circumstance in which the character of the Work, as changed, differs materially in kind, nature, or unit cost from that involved or included in the originally proposed construction.

For purposes of this Section, "Significant" is defined as:

- a) An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
- b) An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

00195.30 Differing Site Conditions - Upon written notification, as required in 00140.40, the Engineer will investigate the identified conditions. If the Engineer determines that the conditions are differing Project Site conditions under 00140.40 and cause an increase or decrease in the cost or time required to perform any Work under the Contract, an adjustment in the Contract Amount or Contract Time, excluding loss of anticipated profits, will be made, and the Contract modified accordingly, in writing. The Engineer will notify the Contractor as to whether or not an adjustment of the Contract is warranted.

No Contract adjustment which benefits the Contractor will be allowed unless the Contractor has provided the required written notice. Any such adjustments will be made according to 00195.20.

00195.40 Unreasonable Delay by the Agency - If the Contractor believes that performance of all or any portion of the Work is suspended, delayed, or interrupted for an unreasonable period of time in excess of that originally anticipated or customary in the construction industry, due to acts or omissions of the Agency, or persons acting for

the Agency, and that additional compensation, Contract Time, or both, are due the Contractor because of the suspension, delay or interruption, the Contractor shall immediately file a written notice of delay according to 00180.60. The Contractor shall then promptly submit a properly supported request for any additional compensation, Contract Time, or both, according to the applicable provisions in 00180.60 through 00180.80 and Section 00199.

The Engineer will promptly evaluate a properly submitted request for additional compensation. If the Engineer determines that the delay was unreasonable, and that the cost required for the Contractor to perform the Contract has increased as a result of the unreasonable suspension, delay or interruption, the Engineer will make an equitable adjustment, excluding profit, and modify the Contract in writing accordingly. The Engineer will notify the Contractor of the determination and whether an adjustment to the Contract is warranted.

Under this provision, no Contract adjustment will be allowed:

- Unless the Contractor has provided the written notice required by 00180.60;
- For costs incurred more than 10 Calendar Days before the Engineer receives the Contractor's properly submitted written request;
- For any portion of a delay that the Engineer deems to be a reasonable delay, or for which an adjustment is provided for or excluded under other terms of the Contract; or
- To the extent that performance would nevertheless have been suspended, delayed or interrupted by causes other than those described in this Subsection.

00195.50 Progress Payments and Retained Amounts:

- (a) Progress Payments** - The Agency's payment of progress payments, or determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d), shall not be construed as Final Acceptance or approval of any part of the Work, and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

The estimates upon which progress payments are based are not represented to be accurate estimates. All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors, the Contractor assumes all risk and bears any losses that result.

(1) Progress Estimates - At the same time each month, the Engineer will make an estimate of the amount and value of Pay Item Work completed. The amount of Work completed will be the sum of the estimated number of units completed for unit price Pay Items plus the estimated percentage completed of lump sum Pay Items.

The estimated value of the Work completed will then be determined by using the Contract unit price for unit price Pay Items, and by using one of the following methods to determine the value of the lump sum Pay Items:

- The "theoretical unit price", when the Special Provisions contain an estimated number of units;
- A Contractor-submitted, Engineer-approved Schedule of Values, when there is no theoretical unit price available; or
- Engineer's determination, when there is neither an available theoretical unit price, nor an approved, Contractor-submitted Schedule of Values.

The amounts to be allowed for lump sum Pay Items in progress payments will not exceed the reasonable value of the Work performed, as determined by the Engineer.

Incidentals such as formwork, falsework, shoring, and cribbing shall be included in the unit prices for the various Pay Items requiring their use, unless specified as a separate Pay Item. No payment will be made for Pay Items that include Incidentals until units or portions of such Pay Item Work are in place and completed. The costs of Incidentals will be paid in proportion to the percentage of Pay Item Work completed.

(2) Value of Materials on Hand - The Engineer will also make an estimate of the amount and value of acceptable Materials on hand, i.e., already delivered and stored according to 00195.60(a), to be incorporated into the Work.

(3) Value of Work Accomplished - The sum of the values in (1) and (2) above will be collectively referred to in this Subsection as the "value of Work accomplished", subject to (4) below.

(4) Limitations on Value of Work Accomplished - In determining the "value of Work accomplished", the Engineer's estimate will be based on the unit prices for the various Pay Items. Any amounts not included in progress payments due to substantial mathematical unbalancing of Pay Item prices will be included in the final payment issued according to 00195.90(b).

(5) Reductions to Progress Payments - With each progress payment, the Contractor will receive a Contract payment voucher and summary setting forth the value of Work accomplished reduced by the following:

- Amounts previously paid;
- Amounts deductible or owed to the Agency for any cause specified in the Contract;
- Additional amounts retained to protect the Agency's interests according to Subsection (e) below.

(b) Retainage - The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below.

As provided in 00170.65(a) additional retainage of 25% of amounts earned will be withheld and released according to ORS 279C.845 when the Contractor fails to file the certified statements required in ORS 279C.845, FHWA Form 1273, and 00170.65.

(c) Forms of Retainage - Moneys retained by the Agency under ORS 279C.570(7) shall be retained in a fund by the Agency and paid to the Contractor in accordance with ORS 279C.570. Upon written request from the Contractor, other forms of acceptable retainage are specified below in Subsections (1) and (2). "Cash, Alternate A" is the Agency-preferred form of retainage. If the Agency incurs additional costs as a result of the Contractor's election to use a form of retainage other than Cash, Alternate A, the Agency may recover such costs from the Contractor by a reduction of the final payment.

(1) Cash, Alternate A - Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(5). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

2) Bonds, Securities, and Other Instruments - In accordance with ORS 279C.560, unless the Agency finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, the Agency will approve the Contractor's written request to deposit bonds, securities or other instruments with the Agency or in a custodial account or other account satisfactory to the Agency with an approved bank or trust company, to be held instead of cash retainage for the benefit of the Agency. In such event, the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to the Agency and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Agency may require to protect its interests. When the Engineer determines that all

requirements for the protection of the Agency's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor.

(d) Reduction of Retainage - As the Work progresses, the amounts to be retained under (b) of this Subsection are subject to reduction in the Engineer's sole discretion. Retainage reductions will be considered only as follows:

- When the Work is 97.5% or more completed, the Engineer may, without application by the Contractor, reduce the retained amount to 100% of the value of the Work remaining.
- For a project funded by the FHWA, when a subcontractor has satisfactorily completed all of its Work, it may request release of retainage for that Work from the Contractor. The Contractor shall request reduction of retainage in the amount withheld for the subcontractor's Work after certifying to the Agency that the subcontractor's Work is complete, and that all contractual requirements pertaining to the subcontractor's Work have been satisfied. Within 60 Calendar Days of the end of the month in which the Agency receives the Contractor's certification regarding the subcontractor's Work, the Agency will either notify the Contractor of any deficiencies which require completion before release of retainage, or verify that the subcontractor's Work complies with the Contract and release all retainage for that Work with the next scheduled progress payment. Within 10 Calendar Days of receipt of retainage, the Contractor shall pay to the subcontractor all such retainage released except for latent defects or warranty.
- The Agency will only release retainage for satisfactorily completed portions of the Work represented by Pay Items in the Schedule of Items, or by Pay Items added by Change Order. Work not represented by a Pay Item, but which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

If retainage has been reduced or eliminated, the Agency reserves the right to protect its interests by retaining amounts from further progress payments at the rates provided in 00195.50(b).

(e) Withholding Payments - In addition to any other rights the Agency may have to withhold payments under other provisions of the Contract, the Engineer may withhold such amounts from progress payments or final payment as may reasonably protect the Agency's interests until the Contractor has:

- Complied with all orders issued by the Engineer according to the Specifications; and
- Satisfied all legal actions filed against the Agency, the Agency's governing body and its members, and Agency employees that the Contractor is obliged to defend. (see 00170.72)

Notwithstanding ORS 279C.555 or ORS 279C.570 or 00195.50(d), if a Contractor is required to file statements on the prevailing rate of wages, but fails to do so, the Agency will retain 25% of any amount earned as required in 00170.65.

(f) Prompt Payment Policy - Payments shall be made promptly according to ORS 279C.570.

00195.60 Advance Allowance for Materials on Hand:

(a) General - If the total value of Materials on hand is at least \$1,000 or the total value of a single class of Materials on hand is at least \$500, the Engineer may authorize an advance allowance for the Materials in the progress payments. The Agency will not make advance allowances on the Materials unless the following three conditions are satisfied:

(1) Request for Advance Allowance - If Materials on hand meet the requirement of (2) below, an advance allowance will be made if:

- A written request for advance allowance for Materials on hand has been received by the Engineer at least 5 Calendar Days before the pay period cutoff date; and
- The request is accompanied by written consent of the Contractor's Surety, if required by the Agency.

(2) Stored or Stockpiled Conditions - The Materials shall have been delivered and/or acceptably stored or stockpiled according to the Specifications and as follows:

- At the Project Site;
- On Agency-owned property;

- On property in the State of Oregon on which the property owner has authorized storage in writing. The written authorization must allow the Agency to enter upon the property and remove Materials for at least 6 months after completion of the Project. The Contractor shall furnish a copy of the written permission to the Agency; or
- On property outside the State of Oregon on which the property owner has authorized storage in writing, provided that such storage location is allowed by the Special Provisions or authorized in writing by the Engineer. The permit must allow the Agency to enter upon the property and remove Materials for at least 6 months after completion of the Project. The Contractor shall furnish a copy of the written permission to the Agency.

To be eligible for advance allowance, the Materials shall:

- Meet Specification requirements;
- Have the required Materials conformance and quality compliance documents on file with the Engineer (see Section 00165);
- Be in a form ready for incorporation into the Work; and
- Be clearly marked and identified as being specifically fabricated, or produced, and reserved for use on the Project.

(3) Responsibility for Protection - The Contractor has full control and responsibility for the protection of Materials on hand from the elements and against damage, loss, theft, or other impairment until the entire Project has been completed and accepted by the Agency.

If Materials are damaged, lost, stolen, or otherwise impaired while stored, the monetary value advanced for them, if any, will be deducted from the next progress payment.

If these conditions in 00195.60(a-1) through 00195.60(a-3) have been satisfied, the amount of advance allowance, less the retainage described in 00195.50, will be determined by one of the following methods as elected by the Engineer:

- Net cost to the Contractor of the Materials, f.o.b. the Project Site or other approved site; or
- Price (or portion of it attributable to the Materials), less the cost of incorporating the Materials into the Project, as estimated by the Engineer.

(b) Proof of Payment - The Contractor shall provide the Engineer with proof of payment to the Materials suppliers for purchased Materials within 30 Calendar Days of the date of the progress payment that includes the advance allowance.

If proof of payment is not provided, sums advanced will be deducted from future progress payments, and the Engineer will not approve further prepayment advance allowance requests.

(c) Terminated Contract - If the Contract is terminated, the Contractor shall provide the Agency immediate possession of all Materials for which advance allowances have been received, as provided above. If, for any reason, immediate possession of the Materials cannot be provided, the Contractor shall immediately refund to the Agency the total amount advanced for the Materials. The Agency may deduct any amount not so refunded from final payment.

00195.70 Payment under Terminated Contract - Payment for Work performed under a Contract that is terminated according to the provisions of 00180.90 will be determined under (a) or (b) of this Subsection.

(a) Termination for Default - Upon termination of the Contract for the Contractor's default, the Agency will make no further payment until the Project has been completed. The Agency will make progress payments to the party to whom the Contract is assigned, but may withhold an amount sufficient to cover anticipated Agency costs, as determined by the Engineer, to complete the Project.

Upon completion of the Project, the Engineer will determine the total amount that the defaulting Contractor would have been entitled to receive for the Work, under the terms of the Contract, had the Contractor completed the Work (the "cost of the Work").

If the cost of the Work, less the sum of all amounts previously paid to the Contractor, exceeds the expense incurred by the Agency in completing the Work, including without limitation expense for additional managerial and administrative services, the Agency will pay the excess to the Contractor, subject to the consent of the Contractor's Surety.

If the expense incurred by the Agency in completing the Work exceeds the Contract Amount, the Contractor or the Contractor's Surety shall pay to the Agency the amount of the excess expense.

The Engineer will determine the expense incurred by the Agency and the total amount of Agency damage resulting from the Contractor's default. That determination will be final as provided in 00150.00.

If a termination for default is determined by a court of competent jurisdiction to be unjustified, it shall be deemed a termination for public convenience, and payment to the Contractor will be made as provided in Subsection (b) below.

(b) Termination for Public Convenience:

(1) General - Full or partial termination of the Contract shall not relieve the Contractor of responsibility for completed or performed Work, or relieve the Contractor's Surety of the obligation for any just claims arising from the completed or performed Work.

(2) Mobilization - If mobilization is not a separate Pay Item, and payment is not otherwise provided for under the Contract, the Agency may pay the Contractor for mobilization expenses, including moving Equipment to and from the Project Site. If allowed, payment of mobilization expenses will be based on cost documentation submitted by the Contractor to the Engineer.

(3) All Other Work - The Agency shall pay the Contractor at the unit price for the number of Pay Item units of completed, accepted Work. For units of Pay Items partially completed, payment will be as mutually agreed, or, if not agreed, as the Engineer determines to be fair and equitable. No claim for loss of anticipated profits will be allowed. The Agency will purchase Materials left on hand according to 00195.80.

00195.80 Allowance for Materials Left on Hand:

(a) Purchase of Unused Materials - If Materials are delivered to the Project Site, or otherwise acceptably stored at the order of the Engineer, but not incorporated into the Work due to complete or partial elimination of Pay Items, changes in Plans, or termination of the Contract for public convenience according to 00180.90, and it is not commercially feasible for the Contractor to return them for credit or otherwise dispose of them on the open market; the Agency will purchase them according to the formula and conditions specified in Subsection (b) below.

(b) Purchase Formula and Conditions:

(1) Formula - The Agency will apply the following formula in determining the Contractor's allowance for Materials left on hand:

Contractor's Actual Cost, plus 5% Overhead Allowance, minus Advance Allowances under 00195.60, but no markup or profit.

(2) Conditions - The Agency will not purchase the Contractor's Materials left on hand unless the Contractor satisfies the following conditions:

- Requests the Agency's purchase of unused Materials;
- Shows acquisition of the Materials according to 00160.10;
- Shows that the Materials meet Specifications;
- Provides receipts, bills and other records of actual cost of Materials delivered to the designated delivery points; and
- Demonstrates to the satisfaction of the Engineer that the materials cannot be returned for credit or otherwise disposed of on the open market.

00195.90 Final Payment:

(a) Final Estimate - As soon as practicable after Final Inspection of the Project, as provided in 00150.90, the Engineer will prepare a final estimate of the quantities of the Pay Items completed. With this estimate of quantities as a base, the total amount due the Contractor will be determined according to the terms of the Contract including without limitation any amounts due for Extra Work performed.

(b) Final Payment - The amount of final payment will be the difference between the total amount due the Contractor and the sum of all payments previously made. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

After computation of the final amount due, and after the Engineer's issuance of Third Notification, final payment will be mailed to the Contractor's last known address as shown in the records of the Agency.

(c) No Waiver of Right to Make Adjustment - The fact that the Agency has made any measurement, estimate, determination or certification either before or after completion of the Project, Final Acceptance, Agency assumption of possession of the Project Site, determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d) or payment for any part of the Work, shall not prevent either party from:

- Showing the true amount and character of the Work;
- Showing that any measurement, estimate, determination or certification is incorrect;
- Recovering from the other party damages that may have been suffered because the other party failed to comply with the Contract.

00195.95 Error in Final Quantities and Amounts:

(a) Request for Correction of Compensation - If the Contractor believes the quantities and amounts detailed in the final Contract payment voucher, prepared by the Engineer according to 00195.90, to be incorrect, the Contractor shall submit an itemized statement to the Engineer detailing all proposed corrections.

This statement must be submitted to the Engineer within 90 Calendar Days from the date the voucher was mailed to the Contractor, according to 00195.90(b). Any request for compensation not submitted and supported by an itemized statement within the 90 Calendar Day period will not be paid by the Agency. This does not limit the application of Section 00199.

(b) Acceptance or Rejection of Request:

(1) Consideration of Request - The Engineer will consider and investigate the Contractor's request for correction of compensation submitted according to 00195.95(a), and will promptly advise the Contractor of acceptance or rejection of the request in full or in part.

(2) Acceptance of Request - If the Engineer accepts the Contractor's request(s) in full or in part, the Engineer will prepare a post-final Contract payment voucher, including all accepted corrections, and will forward it to the Contractor.

(3) Rejection of Request - If the Engineer rejects the request(s) in full, the Engineer will issue a written notice of rejection and mail it to the Contractor.

(4) Contractor Objection to Revised Voucher or Notice of Rejection - If the Contractor disagrees with the revised voucher or notice of rejection, the Contractor may seek review and resolution according to the procedure specified in 00199.40. If the Contractor fails to submit a request for 00199.40 review within 30 Calendar Days after the Engineer mails a post-final Contract payment voucher or notice of rejection, the Contractor waives all rights to a claim based on errors in quantities and amounts.

Section 00196 - Payment for Extra Work

Description

00196.00 General - Only work not included in the Contract as awarded but deemed by the Engineer to be necessary to complete the Project (see 00140.60) will be paid as Extra Work. Regardless of alterations and changes, any item of Work provided for in the Contract will not constitute Extra Work. Payment for alterations and changes to Work will be made according to 00195.20.

Compensation for Extra Work will be paid only for Work authorized in writing by the Engineer and performed as specified. Work performed before issuance of the Engineer's written authorization shall be at the Contractor's risk. Extra Work will be paid as determined by the Engineer, according to 00196.10 and 00196.20.

Provisions and Requirements

00196.10 Negotiated Price - If the Engineer can reasonably determine a price estimate for Extra Work, the Engineer may then give written authorization to the Contractor to begin the Extra Work. As soon as practicable, but within 10 Calendar Days after that authorization, the Contractor shall respond in writing to the Engineer's Extra Work price estimate by submitting to the Engineer an Extra Work price quote. The price quote shall detail the following items related to the Extra Work:

- Types and amounts of Materials
- Hours of Equipment use and hours of labor
- Travel
- Overhead and profit
- Other costs associated with the proposed Extra Work

Pending approval of the price quote, the Engineer will maintain force account records of the Extra Work. As soon as practicable, but within 10 Calendar Days of receipt of a properly supported price quote, the Engineer will review the price quote and advise the Contractor if it is accepted or rejected. The Engineer will not accept a price quote that cannot be justified on a Force Account basis. If the Contractor's price is accepted, the Engineer will issue a Change Order, and the Extra Work will be paid at the accepted price.

00196.20 Force Account - If the Engineer and the Contractor cannot agree on a price for the Extra Work, the Engineer may issue a Force Account Work order requiring the Extra Work to be paid as Force Account Work. Force Account Work records and payment will be made according to Section 00197.

Section 00197 - Payment for Force Account Work

00197.00 Scope - The Materials, Equipment and labor rates and procedures established in this Section apply only to Extra Work ordered by the Engineer to be performed as Force Account Work.

00197.01 General - Before ordering Force Account Work, the Engineer will discuss the proposed work with the Contractor, and will seek the Contractor's comments and advice concerning the formulation of Force Account Work specifications. The Engineer is not bound by the Contractor's comments and advice, and has final authority to:

- Determine and direct the Materials, Equipment and Labor to be used on the approved Force Account Work; and
- Determine the time of the Contractor's performance of the ordered Force Account Work.

Force account work performed by subcontractors will be measured and paid for on the same basis and in the same manner as force account work performed directly by the Contractor.

If the Engineer orders the performance of Extra Work as Force Account Work, the Engineer will record, on a daily basis, the Materials, Equipment and Labor used for the Force Account Work during that day. Engineer and the Contractor shall sign the record daily to indicate agreement on the Materials, Equipment and Labor used for the Force Account Work performed on that day.

The following shall be reflected on the daily record:

- Materials used in the Force Account Work as directed by the Engineer, except those furnished and paid under rental rates for use of Equipment;
- Equipment which the Engineer considers necessary to perform the Force Account Work. Equipment hours will be recorded to the nearest quarter hour;
- Labor costs, including that of Equipment operators and supervisors in direct charge of the specific operations while engaged in the Force Account Work; and
- The Engineer's and Contractor's signatures confirming its accuracy.

00197.10 Materials:

(a) General - The Contractor will be paid for Materials actually used in the Force Account Work as directed by the Engineer, except for those furnished and paid for under rental rates included with the use of Equipment. Payments will be at actual cost, including transportation costs to the specified location, from the supplier to the purchaser, whether the purchaser is the Contractor, a Subcontractor, or other forces. All costs are subject to the provisions of this Subsection.

(b) Trade Discount - If a commercial trade discount is offered or available to the purchaser, it shall be credited to the Agency, even though the discount may not have actually been taken. The Agency will not take any discounts for prompt or early payment, whether or not offered or taken.

(c) Not Directly Purchased From Supplier - If Materials cannot be obtained by direct purchase from and direct billing by the supplier, the cost shall be considered to be the price billed to the purchaser less commercial trade discounts, as determined by the Engineer, but not more than the purchaser paid for the Materials. No markup other than actual handling costs will be permitted.

(d) Purchaser-Owned Source - If Materials are obtained from a supply or source wholly or partly owned by the purchaser, the cost shall not exceed the price paid by the purchaser for similar Materials furnished from that source on Pay Items, or the current wholesale price for the Materials delivered to the Project Site, whichever is lower.

00197.20 Equipment:

(a) General - Equipment approved by the Engineer to perform the Force Account Work will be eligible for payment at the established rates only during the hours it is operated or on standby if so ordered by the Engineer. Equipment hours will be recorded on the daily record to the nearest quarter hour.

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the Rental Rate Blue Books for Construction Equipment ("Blue Book"), Volumes 1, 2, and 3, published by Penton Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282).

(b) Equipment Description - On the billing form for Equipment costs, the Contractor shall submit to the Engineer sufficient information for each piece of Equipment and its attachments to enable the Engineer to determine the proper rental rate from the Blue Book.

(c) Rental Rates (without Operator):

(1) Rental Rate Formula - Rental rates for Equipment will be paid on an hourly basis for Equipment and for attachments according to the following formula:

$$\text{Hourly Rate} = \frac{\text{Monthly Base Rate} \times \text{Rate Adjustment Factor}}{176 \text{ hours/month}} + \text{Hourly Operating Rate}$$

Some attachments are considered "standard Equipment" and are already included in the monthly base rate for the Equipment. That information can be obtained from EquipmentWatch.

(2) Monthly Base Rate - The monthly base rate used above for the machinery and for attachments represents the major costs of Equipment ownership, such as depreciation, interest, taxes, insurance, storage, and major repairs.

(3) Rate Adjustment Factor - The rate adjustment factor used above will be determined as per page iii of each section of the Blue Book.

(4) Hourly Operating Rate - The hourly operating rate used above for the machinery and for attachments represents the major costs of Equipment operations, such as fuel and oil, lubrications, field repairs, tires or ground engaging components, and expendable parts.

(5) Limitations - The Blue Book "Regional Adjustment Factor" shall not apply.

If multiple attachments are included with the rental Equipment, and are not considered "standard Equipment", only the attachment having the higher rental rate will be eligible for payment, provided the attachment has been approved by the Engineer as necessary to the Force Account Work.

Rental will not be allowed for small tools that have a daily rental rate of less than \$5, or for unlisted Equipment that has a fair market value of \$400 or less.

The above rates apply to approved Equipment in good working condition. Equipment not in good working condition, or larger than required to efficiently perform the work, may be rejected by the Engineer or accepted and paid for at reduced rates.

(d) Moving Equipment - If it is necessary to transport Equipment located beyond the Project Site exclusively for Force Account Work, the actual cost to transport the Equipment to, and return it from, its On-Site Work location will be allowed as an additional item of expense. However, the return cost will not exceed the original delivery cost. These costs will not be allowed for Equipment that is brought to the Project Site for Force Account Work if the Equipment is also used on Pay Item or related Work.

If transportation of such Equipment is by common carrier, payment will be made in the amount paid for the freight. No markups will be allowed on common carrier transportation costs. If the Equipment is hauled with the Contractor's own forces, transportation costs will include the rental rate of the hauling unit and the hauling unit operator's wage. If Equipment is transferred under its own power, the rental rate allowed for transportation time will be 75% of the appropriate hourly rate for the Equipment, without attachments, plus the Equipment operator's wage.

(e) Standby Time - If ordered by the Engineer, standby time will be paid at 40% of the hourly rental rate calculated according to this Subsection, excluding the hourly operating rate. Rates for standby time that are calculated at less than \$1 per hour will not be paid. Payment will be limited to not more than 8 hours in a 24-hour period or 40 hours in a 1 week period.

(f) Blue Book Omissions - If a rental rate has not been established in the Blue Book, the Contractor may:

- If approved by the Engineer, use the rate of the most similar model found in the Blue Book, considering such characteristics as manufacturer, capacity, horsepower, age and fuel type;
- Request EquipmentWatch to furnish a written response for a rental rate on the Equipment, which shall be presented to the Engineer for approval; or
- Request that the Engineer establish a rental rate.

(g) Outside Rental Equipment - If Contractor-owned or Subcontractor-owned Equipment is not available, and Equipment is rented from outside sources, payment will be based on the actual paid invoice. Approval of the Engineer to rent from outside sources must be obtained prior to renting the equipment.

If the invoice specifies that rental rate does not include fuel, lubricants, field repairs, and servicing, an amount equal to the Blue Book hourly operating cost may be added for those items that were excluded.

The Agency may reduce the payment when the invoice amount plus allowance is higher than the amount authorized under (c) through (f) of this Subsection.

The provisions of 00180.20(c) apply to owner-operated Equipment.

00197.30 Labor - The Contractor will be paid for all labor engaged directly on Force Account Work, including Equipment operators and supervisors in direct charge of the specific force account operations, as follows:

(a) Wages - The actual wages paid to laborers and supervisors, if those wages are paid at rates not more than those for comparable labor currently employed on the Project, or at the recognized, current, prevailing rates in the locality of the Project.

(b) Required Contributions - The actual cost of industrial accident insurance, unemployment compensation contributions, payroll transit district taxes, and social security for old age assistance contributions incurred or required under statutory law and these Specifications. The actual cost of industrial accident insurance is the National Council on Compensation Insurance (NCCI) rate for the assigned risk pool for the appropriate work class multiplied by the experience modification factor for the Contractor.

(c) Required Benefits - The actual amount paid to, or on behalf of, workers as per diem and travel allowances, health and welfare benefits, pension fund benefits, or other benefits when such other benefits are required by a collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Project.

No overtime will be compensated unless authorized in advance of performing the work by the Engineer.

00197.80 Percentage Allowances - To the Contractor's actual costs incurred, as limited in this Section 00197, amounts equal to a percentage markup of such costs will be allowed and paid to the Contractor as follows:

Subsection	Percent
00197.10 Materials	17
00197.20 Equipment	17
00197.30 Labor	22

When a Subcontractor performs ordered Force Account Work, the Contractor will be allowed a supplemental markup of 8% on each Force Account Work order.

These allowances made to the Contractor will constitute complete compensation for bonds, insurance, overhead, general and administrative expense, profit, and all other Force Account Work costs that were incurred by the Contractor, or by other forces that the Contractor furnished. No other reimbursement, compensation, or payment will be made.

00197.90 Billings - Billings for Force Account Work by the Contractor shall be submitted for the Engineer's approval on forms provided by the Agency or approved by the Engineer. Billings for Materials (other than Incidental items out of the inventory of the Contractor or Subcontractors), rental Equipment from sources other than the Contractor or Subcontractors, and Special Services, shall be accompanied by copies of invoices for the goods and services. The invoices shall be fully itemized showing dates, quantities, unit prices, and complete descriptions of goods and services provided. Invoices for amounts of \$10 or less per invoice are not required, unless requested by the Engineer.

Costs included on the billings shall comply with 00197.01(a) and 00197.10 through 00197.40.

When a billing for Force Account Work has been paid at the Project level, no further corrections will be made because of further review if those corrections amount to less than \$10.

Section 00199 - Disagreements, Protests, and Claims

Description

00199.00 General - This Section details the process through which the parties agree to resolve any disagreement concerning additional compensation or concerning a combination of additional compensation and Contract Time. (See 00180.80 for disagreements and claims concerning additional Contract Time only, and 00195.95 for disagreements and claims concerning correction of final compensation.) The Agency will not consider direct disagreements, protests, or claims from subcontractors, Suppliers, or any other Entity not a party to the Contract.

Provisions and Requirements

00199.10 Procedure for Resolving Disagreements - When disagreements occur concerning additional compensation or a combination of additional compensation and Contract Time, the Contractor shall first pursue resolution through the Engineer of all issues in the dispute, including without limitation the items to be included in the written notice in 00199.20. If the discussion fails to provide satisfactory resolution of the disagreement, the Contractor shall follow the protest procedures outlined in 00199.20. If the Engineer denies all or part of the Contractor's protest, and the Contractor desires to further pursue the issues, the Contractor shall submit a claim for processing according to 00199.30.

00199.15 Inappropriate Protest or Claim - It shall be presumed that the Contractor submits a protest or claim for additional compensation in good faith, based upon facts which reasonably support the Contractor's position and with full knowledge and understanding of the injury done to the Agency when notice of differing Project Site conditions or claims for additional compensation are not submitted in a timely manner as required under the Contract. Accordingly, the submission of a protest or claim without the concurrent submission of evidence that reasonably supports the protest or claim, or the submission of a protest or claim in an untimely manner will constitute a waiver of the protest or claim.

00199.20 Protest Procedure - If the Contractor disagrees with anything required in a Change Order or other written or oral order from the Engineer, including any direction, instruction, interpretation, or determination, or if the Contractor asserts a disagreement or dispute on any other basis, except 0195.95, that, in the Contractor's opinion, entitles or would entitle the Contractor to additional compensation or a combination of compensation and Contract Time, the Contractor shall do all of the following in order to pursue a protest and preserve its claim:

(a) Oral Notice - Give oral notice of protest to the Engineer and outline the areas of disagreement before starting or continuing the protested Work.

(b) Written Confirmation of Oral Notice – Not later than the end of the next business day following the day that oral notice of protest is given, deliver written documentation to the Engineer of the oral notice that includes the notice of protest and the areas of disagreement.

(c) Written Notice - File a proper written notice of protest with the Engineer within 7 Calendar Days after receiving the protested order. In the notice the Contractor shall:

- Describe the acts or omissions of the Agency or its agents that allegedly caused or may cause damage to the Contractor or to the Project, citing specific facts, persons, dates and Work involved;
- Describe the Contractor's proposed alternative to the Work ordered, if any, which will avoid damage to Contractor or to the Project;
- Describe the nature of the damages;
- Cite the specific Contract provision(s), if any, that support the protest;
- Include the estimated dollar cost, if any, of the protested Work, and furnish a list of estimated Materials, Equipment and labor for which the Contractor might request additional compensation; and
- If additional compensation is estimated to be due, include the estimated amount of additional time required, if any.

FAILURE TO COMPLY WITH THIS NOTICE REQUIREMENT RENDERS THE NOTICE IMPROPER AND SHALL CONSTITUTE A WAIVER OF ANY CLAIM FOR ADDITIONAL COMPENSATION OR A COMBINATION OF ADDITIONAL COMPENSATION AND CONTRACT TIME FOR ANY PART OF THE PROTESTED WORK.

(d) Engineer's Record and Response – The Engineer will file a copy of each written notice of protest in the Project records and will issue a written response to the protest within seven (7) work days of receipt of a timely filed written notice of protest. The Engineer has no responsibility to evaluate the protest unless the Contractor has timely filed a proper notice submitting all of the above information.

(e) Final Documentation of Claim - Within 60 Calendar Days following completion of the protested work, Contractor shall provide the Engineer with complete documentation of protested work, listing exact materials, equipment and labor used for the work and the dollar amount requested for each. If the claim is accepted, no additional compensation will be awarded based on documentation submitted after this deadline. If the claim is denied or if the Contractor is not satisfied with the decision by the Engineer, the amount claimed by the Contractor in any subsequent Step or proceeding may not exceed the dollar amount requested under this subsection.

(f) Records - Keep complete records of all costs and time incurred throughout the protested Work, and allow the Engineer access to those and other supporting records. Provide daily records of protested Work, on a weekly basis, on a schedule to be set by agreement with the Engineer.

(g) Comparison of Records - Provide the Engineer adequate facilities for keeping cost and time records of the protested Work. The Contractor and the Engineer will compare records and either bring them into agreement at the end of each day, or record and attempt to explain any differences.

(h) Work to Proceed - In spite of any protest, proceed promptly with the Work ordered by the Engineer.

(i) Evaluation of Protest - The Engineer has no responsibility for evaluating a protest that is not timely filed, or for which adequate supporting documentation has not been made available to the Engineer. Provided the procedures above are followed, the Engineer will promptly evaluate all protests, after the Contractor has fully complied with the requirements described in 00199.20(c), Written Notice. If the protest is denied, the Engineer will notify the Contractor in writing of the reasons for full or partial denial. If a protest is found to be valid, the Engineer will, within a reasonable time, make an equitable adjustment of the Contract. Adjustment of time will be evaluated according to 00180.80.

The Engineer has no responsibility for evaluating and may reject a protest that does not comply with 00199.20(b). If the protest is rejected, the Engineer will notify the Contractor in writing of the reasons for rejection.

(j) Protest Evaluation by Third Party Neutral - If the Engineer agrees that the Contractor has fully complied with the requirements described in 00199.20(b), and if the Engineer fully or partially denies, in writing, the Contractor's protest according to 00199.20(f), the Contractor may request that a mutually selected Third Party Neutral review the protest. Procedures for selecting, using, and paying for the cost of the Third Party Neutral will be specified by Change Order.

If the Contractor does not accept the Engineer's evaluation of the protest, or either the Contractor or Engineer disagrees with the resolution recommended by the Third Party Neutral, the Contractor may pursue a claim as described in 00199.30.

00199.30 Claims Procedure:

(a) General - If the Contractor believes that additional compensation is due, or a combination of additional compensation and Contract Time, and has pursued and exhausted all the procedures provided in 00199.10 and 00199.20 to resolve a disagreement and protest, the Contractor may file a claim.

The Agency's Contract is with the Contractor. There is no contractual relationship between the Agency and any subcontractors, Suppliers or any Entity other than the Contractor. It is the Contractor's responsibility to fully evaluate any claim before presenting it to the Agency. In addition, when a claim includes Work done or costs incurred by any subcontractors, Suppliers, or any Entity other than the Contractor, the Contractor remains solely responsible for presenting the claim to the Agency.

Claims that include Work done or costs incurred by subcontractors, Suppliers, or any Entity other than the Contractor will not be considered by the Agency unless the Contractor has:

- Completed and provided its own written evaluation of the claim;
- Verified by its own independent review and evaluation of the amount of compensation sought; and

- Certified the claim in accordance with 00199.30(b) (Part 10).

(b) Claims Requirements - At any time during the progress of the Work, but not later than 45 Calendar Days following the date of the Second Notification, the Contractor shall submit to the Engineer in writing, claims for additional compensation or a combination of additional compensation and Contract Time additional to that specified in the Contract. For a claim not submitted within the 45 day limit, that has not met the requirements of 00199.20, or is not filed as provided in 00199.30, the Contractor waives any claim for additional compensation or for additional compensation and Contract Time, and the Agency may reject the claim.

Written claims to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special Provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Claims will be considered as having been received by the Agency:

- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

The Agency reserves the right at any time and at any step in the claim decision or review process to request additional information, records or documentation related to the claim or the Contract either directly or through agents working toward resolution of the disputed or claimed events and issues.

Claims shall be made in writing, and shall include all information, records and documentation necessary for the Agency to properly and completely evaluate the claim.

To be considered, claims for additional compensation, or for additional compensation and Contract Time, shall be completed according to 00199.30 and shall be submitted with the required information and in the format below and labeled as required below for each claimed issue:

(Part 1) Summary (label page 1.1 through page 1.X) - In the summary, include a detailed, factual statement of the claim for additional compensation and Contract Time, if any, with necessary dates and locations of Work involved in the claim and the dates of when the event arose. Also include detailed facts supporting the Contractor's position relative to the Engineer's decision (see 00199.20(f));

(Part 2) Proof of notice (label page 2.1 through page 2.X) - Submit a copy of the written notice, with all attachments, that was given to the Agency. Include the date when that written notice and the date when oral notice was given:

(Part 3) Copies of the Contract Specifications that support the Contractor's claim (label page 3.1 through page 3.X);

(Part 4) Theory of entitlement supporting the claim (label page 4.1 through page 4.X) - Include a narrative of how or why the specific Contract Specifications support the claim and a statement of the reasons why such Specifications support the claim;

(Part 5) Itemized list of claimed amounts (label page 5.1 through page 5.X) - Claimed damages that resulted from the event with a narrative of the theories and records and documents used to arrive at the value of the damages;

(Part 6) Additional Contract Time requests (label page 6.1 through page 6.X) - If the claim is for a combination of additional compensation and Contract Time, submit a copy of the schedule that was in effect when the event occurred and a detailed narrative which explains how the event impacted Contract Time. In addition, if an Agency-caused delay is claimed:

- Include the specific days and dates under claim;

- Provide detailed facts about the specific acts or omissions of the Agency that allegedly caused the delay, and the specific reasons why the resulting delay was unreasonable; and
- Provide a schedule evaluation that accurately describes the impacts of the claimed delay.
- Also see 00180.80 for additional requirements regarding claims for Contract Time and causes that are eligible and ineligible for consideration;

(Part 7) Copies of actual expense records (label page 7.1 through page 7.X) - Include documents that contain the detailed records and which support and total to the exact amount of additional compensation sought. Include the information and calculations necessary to support that amount. That amount may be calculated on the basis of Section 00197, if applicable, or may be calculated using direct and indirect costs presented in the following categories:

- Direct Materials;
- Direct Equipment. The rate claimed for each piece of Equipment shall not exceed the actual cost. In the absence of actual Equipment costs, the Equipment rates shall not exceed 75 percent of those calculated under the provisions of 00197.20. For each piece of Equipment, the Contractor shall include a detailed description of the Equipment and attachments, specific days and dates of use or standby, and specific hours of use or standby;
- Direct labor;
- Job overhead;
- General and administrative overhead; and
- Other categories as specified by the Contractor or the Agency;

(Part 8) Supporting records and documents (label page 8.1 through page 8.X) - Include copies of, or excerpts from the following:

- Any documents that support the claim, such as manuals standard to the industry and used by the Contractor; and
- Any daily reports or diaries related to the event, photographs or media that help explain the issue or event (optional), or all other information the Contractor chooses to provide (optional);

(Part 9) Certification (label page 9.1 through 9.X) - A certified statement, signed by a person authorized to execute Change Orders, by the Contractor, subcontractor, Supplier, or Entity, originating the claim, as to the validity of facts and costs with the following certification:

Under penalty of law for perjury or falsification, the undersigned, (Name), (Title), (Company) certifies that this claim for additional compensation for Work on the Contract is a true statement of the actual costs incurred (in the amount of \$_____, exclusive of interest) and is fully documented and supported under the Contract between the parties.

Signature: _____

Date: _____, 20____

Subscribed and sworn before me this ____ day of _____, 20____

Notary Public

My commission expires _____.

(Part 10) Contractor evaluation of a lower tier claim (label page 10.1 through 10.X) - If the claim includes Work done or costs incurred by any subcontractors, Suppliers, or any Entity other than the Contractor, the following are required:

- Data required by the other Subsections of 00199.30(b);
- Copies of the Contractor's, subcontractor's, Supplier's and Entity's, at all tiers above the level of which the claim originates, separate evaluation of entitlement;
- Copies of the Contractor's, subcontractor's, Supplier's and Entity's, at all tiers above the level of which the claim originates, independent verification and evaluation of the amount of damages sought; and

- A person authorized to execute Change Orders on behalf of the Contractor, subcontractor, Supplier and Entity, at all tiers above the level of which the claim originates, must sign a statement with the following certification:

Under penalty of law for perjury or falsification, the undersigned, (Name) (Title), (Company) certifies that this claim originating from the subcontractor, Supplier or Entity (Company) for additional compensation for Work on the Contract is a reasonable statement, independently verified, of the costs incurred (in the amount of \$_____, exclusive of interest) and is fully documented and supported under the Contract between the parties.

Signature: _____

Date: _____, 20____

Subscribed and sworn before me this ____ day of _____, 20____

Notary Public

My commission expires _____.

If the Engineer determines that additional information, records or documentation is needed to allow proper evaluation of the claim submittal, the Engineer will request the information, records or documentation. The Contractor shall submit to the Engineer within 14 Calendar Days, or as otherwise agreed by the parties, the required additional information, records and documentation.

If the Engineer determines that the claim submittal with the additional information, records and documentation submitted is incomplete and not accepted as a claim, the Engineer will notify the Contractor in writing and the submittal will be rejected and will not be considered under 00199.40.

(c) Records Requirements - The Contractor shall comply with 00170.07.

(d) Compliance Required - Full compliance by the Contractor with the provisions of this Section is a condition precedent to the commencement of any lawsuit by the Contractor to enforce any claim.

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - The Agency intends to resolve all claims at the lowest possible administrative level. The Engineer will also determine whether multiple claims should be advanced separately or together.

If the Engineer denies the claim for additional compensation or a combination of additional compensation and Contract Time, in full or in part, according to 00199.40(a), the Contractor may request review of the denial. The disputed claim for additional compensation or a combination of additional compensation and Contract Time may then be resolved, in full or in part, at any of the progressive steps of claim review procedure as specified in (b) through (c) of this Subsection.

If the Engineer has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in (b) through (c) of this Subsection.

A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim hearings. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

(a) Decision by the Engineer - The Engineer will, as soon as practicable, consider, investigate, and evaluate a Contractor's claim for additional compensation, or for a combination of additional compensation and Contract Time, if submitted as required by 00199.30.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer will provide a written decision to the Contractor within 30 Calendar Days of the last Engineer-level meeting.

If the Contractor does not accept the Engineer's decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review at Step 1 (see (b) below).

(b) Step 1: Public Works Director Level Review - The Contractor shall request that the Engineer arrange a meeting with the Public Works Director or the Public Works Director's designee, as determined by the Public Works Director, in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Agency's receipt of the request, or as otherwise agreed by the parties.

If the Public Works Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Public Works Director (or designee) will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Public Works Director (or designee) will provide a written decision to the Contractor within 30 Calendar Days of the last meeting with the Public Works Director (or designee).

The claim is subject to 00199.60, if not all of the records requested by the Public Works Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions of 00199.60 regarding waiver and dismissal of the claim or portions of the claim.

If the Contractor does not accept the decision, the Contractor may, within 180 Calendar Days from the date of receipt of the Public Works Director (or designee) written decision or within 90 Calendar Days of the date of Second Notification, whichever is later, initiate Step 2 as set forth in subsection (c) below.

(c) Step 2: Arbitration and Litigation - The Contractor must follow each step in order, and exhaust all available administrative remedies before resort to arbitration and litigation. Litigation of a claim that cannot be resolved in Step 1 shall be initiated by filing a complaint in the Circuit Court for the State of Oregon in the county where the Agency's main office is located that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order.

In no event shall this Subsection be construed as a waiver by the Agency or by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

(d) Payment of Costs, Expenses and Attorney's Fees – The prevailing party shall be entitled to an award for reasonable costs and expenses incurred after the initiation of Step 2, including costs and expenses incurred for arbitration, trial de novo and on appeal. Costs and Expenses shall include, but shall not be limited to, reasonable attorney fees and expenses, arbitrator fees and expenses, and costs of discovery.

As used in this subsection 00199.40(d), "prevailing party" for an arbitration award means (1) a Contractor who has received an arbitration award, exclusive of interest, costs and expenses, that is more than the dollar amount claimed by the Contractor in its Final Documentation of Claim under 00199.20(d) or (2) the Agency if there is no arbitration award to the Contractor or if the arbitration award to the Contractor, exclusive of interest, costs and

expenses, is less than the dollar amount of the award in the Step 1 decision. For all other arbitration awards, there shall not be a "prevailing party."

The award of costs and expenses after trial de novo shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

The Contractor shall comply with 00170.00.

00199.50 Mediation - Notwithstanding the formal claims procedure specified above, the parties may enter into nonbinding mediation by mutual agreement at any time, in which case the parties may also agree to suspend the time requirements in Section 00199 pending the outcome of the mediation process. The rules, time and place for mediation, as well as selection of the mediator, shall be established by mutual agreement. Costs shall be divided equally between the Contractor and the Agency. Either party may terminate mediation at any time upon 5 Calendar Days notice to the other, after which the time requirements of Section 00199 shall be automatically reinstated and shall resume from the point at which the time requirements were suspended.

00199.60 Review of Determination Regarding Records - If not all of the records requested by the Agency under 00199.40(c) Step 2 were provided, then the Agency will determine:

- If the records are of the type described in 00170.07; and
- If the records have not been maintained or the records, or access to the records, has not been provided to the Agency as required by 00170.07 and this Section; and
- If the records are material and necessary for proper evaluation of part or all of the claim; and
- The portions of the claim for which the records are material and necessary for proper evaluation.

If the Agency makes the foregoing determinations, then subject to the review process described below, all portions of the claim for which the Agency determined the records are material and necessary for proper evaluation are immediately waived and irrevocably dismissed.

Even if the records have not been maintained or the records, or access to the records, have not been provided to the Agency in a given instance, the Agency may determine that sufficient records have been provided for the Agency to properly evaluate the claim in that instance. If the Agency makes this determination, the claim or portions of the claim will not be waived or dismissed under this provision.

If the Contractor does not accept the Agency written determination that the records are material and necessary for proper evaluation of part or all of the claim, and the portions of the claim for which the records are material and necessary, the Contractor may, within 14 Calendar Days of receipt of the Agency determination, request, in writing, a review of such determination by the Public Works Director (or designee). If the Contractor does not request a review of the Agency determination, the Agency determination shall then become the Agency's final determination as of the expiration of the time limit to request review.

If the Contractor requests the review, the Public Works Director (or designee) will schedule a review meeting within 14 Calendar Days, or as otherwise agreed by the parties, of when the Public Works Director (or designee) receives the written review request. The Agency and the Contractor will each have an opportunity to explain their respective positions at the review meeting in a manner determined by the Public Works Director (or designee).

Within 10 Calendar Days of the review meeting, the Public Works Director (or designee) will issue a written proposed finding of whether the records not maintained or not provided to the Agency, or for which access was not provided to the Agency, are material and necessary for proper evaluation of part or all of the claim. If the Public Works Director (or designee) makes that finding, then the Public Works Director (or designee) will also make a proposed written finding as to what portions of the claim the records are material and necessary and, therefore, waived and irrevocably dismissed.

Even if the records have not been maintained or the records, or access to the records, have not been provided to the Agency in a given instance, the Public Works Director (or designee) may determine that sufficient records have been provided for the Agency to properly evaluate the claim in that instance. If the Public Works Director (or designee) makes this determination, then the claim or portions of the claim will not be waived or dismissed under this provision.

The Public Works Director's (or designee) findings will be submitted to the Contractor. The Public Works Director's (or designee) findings are the Agency's final determination.

If the Agency's final determination is that the records are material and necessary for proper evaluation of part or all of the claim, then the claim or that portion of the claim for which the records are material and necessary is waived and irrevocably dismissed, unless the Contractor provides the records, or access to the records, to the Agency within 5 Calendar Days of the Agency's final determination. If the Contractor provides the records, or access to the records, within this time limit, the Agency will schedule a meeting with the Contractor within 14 Calendar Days or as otherwise agreed by the parties, to discuss the records.

The Agency's final determination that records are material and necessary for proper evaluation of part or all of the claim, and the Agency's final determination of the portions of the claim for which the records are material and necessary, shall be final and binding.

If the entire claim is waived and irrevocably dismissed pursuant to the Agency's final determination there will be no further decision by the Agency on the claim or further review of the claim under 00199.40 and the claim will not be eligible for mediation under 00199.50. If only portions of the claim are waived and irrevocably dismissed pursuant to the Agency's final determination, the Agency will provide a written decision to the Contractor regarding the remaining portions of the claim within 30 Calendar Days of the final Step 2 meeting, or the Agency's final determination regarding the records, whichever is later. There will be no further decision by the Agency on or further review under 00199.40 of the portions of the claim waived and irrevocably dismissed pursuant to Agency's final determination and those portions will not be eligible for mediation under 00199.50.

SPECIAL PROVISIONS

City of Warrenton

**SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE
PROJECT**

**The Special Provisions contained
herein have been prepared by or under
the direction of the following
Registered Person.**

REGISTERED CIVIL ENGINEER

Renews: 06-30-2026

SPECIAL PROVISIONS

SPECIAL PROVISIONS

PART 00100 – GENERAL CONDITIONS

Section 00120 – Bidding Requirements and Procedures

00120.01 Receipt of Bids; Opening - Add the following:

Sealed bids will be received up to the hour of **2:00 PM** local time, on **July 29, 2026**

Received by:

##Bid Receiver Name##

##Bid Receiver Title##

Received at:

Bids will ONLY be received and accepted via the online electronic bid service through QuestCDN.com

Bids will be publicly opened at the hour of **2:00 PM** local time, on **July 29, 2026**

Opened by:

Twyla Vittetoe
Engineering Technician

Opened at:

City Hall

225 S. Main Ave. Warrenton, OR. 97146

00120.02 Prequalification of Bidders – Add the following:

Will Not Be Required

00120.02(a) Special Standard of Responsibility — Contaminated Soils Experience - Add the following:

In addition to the standards of responsibility in ORS 279C.375, and as a special standard of responsibility for this Project, the Bidder — or the subcontractor the Bidder designates to perform the contaminated-material work — shall demonstrate prior experience in the handling, transportation, and disposal of petroleum-contaminated soils on at least one (1) comparable project completed within the past five (5) years. Each Bidder shall submit a completed Statement of Bidder Qualifications and Experience with its Bid. The Agency will use this information in determining whether the Bidder is responsible under ORS 279C.375. Failure to demonstrate the required experience, or to submit the Statement when required, may result in a determination that the Bidder is not responsible and rejection of the Bid. Where a designated subcontractor provides the qualifying experience, that subcontractor shall perform the contaminated-material work and shall be identified on the First-Tier Subcontractor Disclosure form if its subcontract value meets the disclosure threshold of ORS 279C.370.

00120.03 Request for Solicitation Documents – Add the following:

The contract documents may be viewed and downloaded by registering with QuestCDN online (www.questcdn.com) or by calling (952-233-1632). A contractor may view the Contract Documents at no cost on the QuestCDN website prior to deciding to become a Plan-holder. To be considered a Plan-holder for construction bids, a contractor must register on QuestCDN.com and purchase the contract documents, in digital form for downloading, at a cost of \$50.00. Registering as a Plan-holder is recommended for all prime contractors and subcontractors because Plan-holders will receive addenda and other contract document updates via QuestCDN. For this project bids will ONLY be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form,

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download the project documents and click the online bidding button at the top of advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted.

The Quest Project Number for this contract is **##Quest CDN Number##**

Questions regarding the project during the bid period shall be submitted in writing to:

Twyla Vittetoe
Engineering Technician
City of Warrenton
225 S Main Ave. Warrenton, OR 97146
503-861-0912

00120.04 Pre-Bid Meeting – Add the following:

An OPTIONAL pre-bid meeting will be held.

July 22, 2026 @ 10:00 am

225 S MAIN AVE. WARRENTON, OR 97146

Statements made by a CITY OF WARRENTON representative at the pre-bid meeting are not binding on CITY OF WARRENTON unless confirmed by written addendum. A project site tour will follow as part of the pre-bid meeting when provided.

Section 00150 – Control of Work

00150.30 Deliver of Notices – Contractor written notice to Engineer or Agency shall be delivered to:

Twyla Vittetoe
Engineering Technician
City of Warrenton
225 S Main Ave. Warrenton, OR 97146
503-861-0912

00150.50 Cooperation with Utilities - This subsection is supplemented with the following:

The Contractor is required to coordinate construction activities with the gas and power company and notify those companies immediately if conflicts are encountered. Pacific Power coordination and continuous pole-support requirements for excavation within 10 feet of the po

Section 00165 – Quality of Materials

00165.03 Testing by Agency - The Agency may retain the services of a testing laboratory to conduct field testing on the compaction of subgrade, engineered fill, aggregate base, pipe bedding and trench backfill. Areas failing to meet the density requirements shall be re-compacted by the Contractor immediately and tested again until passing. Areas showing failing compaction results shall receive further attention without undue delay. Further attention may involve additional compaction efforts, other compaction methods, removal and recompaction of material or removal and replacement of material as required to obtain passing results.

Any subsequent settlement of any backfilled area during the Correction Period shall be considered to be the result of improper compaction and shall be promptly corrected by the Contractor.

The Contractor shall conduct source-review tests of Aggregates for submittal to the Agency.

The Contractor shall conduct pavement compaction testing in accordance with specifications and provide results to the Agency for review and acceptance.

00165.04 Costs of Testing – Delete the second and third sentences of the first paragraph and add the following:

The Agency may retain the services of a testing laboratory at its own cost.

Areas failing to meet the density requirements shall be re-compacted by the Contractor immediately at no additional cost to Agency

No additional compensation will be made to the Contractor for down-time incurred as a result of testing or waiting for test results.

All additional Agency testing costs as a result of failing tests shall be borne entirely by the Contractor. All associated costs arising from any necessary additional work due to failing compaction test results, including removal and replacement of material, shall be borne by the Contractor.

Any subsequent settlement of any backfilled area during the Correction Period shall be considered to be the result of improper compaction and shall be promptly corrected by the Contractor at no cost to the Agency.

Section 00170 – Legal Relations and Responsibilities

00170.03 Furnishing Rights of Way and Permits - The Agency will apply and pay for the City of Warrenton Grading/Erosion Control Permit. The Permit shall be picked up by and be in the Contractor's name. Prior to construction, the Contractor shall obtain from the City of Warrenton a Right-of-Way Permit. Permit fees shall be waived by the City.

00170.10(a) Commercial Automobile Liability – Combined single limit per occurrence shall be not less than \$1,000,000.

00170.65(b)(1) Minimum Wage Rates – BOLI Prevailing Wage Rates title page is included at the end of these Special Provisions. BOLI Prevailing Wage Rates are based on the date this project was first advertised.

BOLI Prevailing Wage Rates: Effective **July 15, 2026**

00170.70(a) Commercial General Liability – Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

00170.70(c) Additional Insured - The liability insurance coverages of 00170.70(a) shall include: Agency, the Agency's governing body, board, or Commission and its members, and the Agency's officers and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. When federal transportation funding is involved, the liability coverages of 00170.70(a) shall also include the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers, members and employees as additional insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate subcontractor shall include all of the foregoing as Additional Insureds and shall also include Contractor and its officers and employees as Additional Insureds.

Section 00180 – Prosecution and Progress

00180.20(a) General – The Contractor's own organization shall perform work amounting to at least 50% of the original Contract Amount.

00180.40(a) In General – Add the following to subsection:

Work hours shall be 7:00 a.m. to 6:00 p.m. unless otherwise approved by the Engineer.

00180.41 Project Work Schedules – A Type “A” Schedule shall be required for the Project.

00180.41(a) Type “A” Schedule – A Type “A” Schedule is required for this Project.

00180.85(b) Liquidated Damages – The amount of liquidated damages shall be \$350 per Calendar Day.

Section 00190 – Measurement of Pay Quantities

00190.00 Scope – This section is supplemented with Section 00190 – Measurement of Pay Quantities included after the Bid Schedule in the Bid Form section of the Contract Documents.

Section 00199 – Disagreements, Protests, and Claims

00199.30(b) Claims Requirements – Contractor written claims to Engineer or Agency shall be delivered to:

Twyla Vittetoe
Engineering Technician
City of Warrenton
225 S Main Ave. Warrenton, OR 97146
503-861-0912

PART 00200 – TEMPORARY FEATURES AND APPURTENANCES

Section 00205 - Field Laboratory, Weighhouse, Etc.

Delete section in its entirety.

Section 00210 Mobilization

00210.00 Scope – Add the following to the subsection:

- Obtaining required bonds, insurance, permits, and licenses.
- Preparing and submitting shop drawings
- Removing equipment and extra materials from site upon completion of Work.
- All other work not identified in a separate bid item.

Section 00220 – Accommodations for Public Traffic

00220.02 Public Safety and Mobility - In the eighth “bulletized” item, delete the words “as shown on the Plans”.

00220.03(a) Over-Dimensional Vehicle Restrictions - Delete subsection in its entirety.

00220.40(d) Adjacent to Excavations - In the first “bulletized” item, delete the words “as shown on the standard drawings”.

Unless otherwise authorized in writing by the Engineer, the Contractor shall maintain two lanes of traffic on all streets adjacent to street affected by construction at all times.

Unless otherwise authorized in writing by the Engineer, the Contractor shall maintain two lanes of traffic on all streets affected by construction between the hours of 6:00 pm - 7:00 am

Detours and closures will be allowed, but must be approved in writing by the Engineer in advance. Closure of Streets or Alleys also requires City Commission approval

00220.70 Opening Sections to Traffic - In the second paragraph, delete the phrase “except watering ordered to protect the work or to alleviate dust will be paid as provided in Section 00340”.

Section 00225 – Work Zone Traffic Control

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

00225.05 Contractor Traffic Control Plan - Delete the subsection in its entirety and replace with the following:

The Contractor shall submit a proposed TCP prepared by an engineer currently licensed in Oregon for the Agency's review and acceptance at least 14 days prior to start of any construction. The proposed TCP shall address all operational aspects of the Contractor's work, and shall include provisions for areas used by the Contractor for staging and storage of materials and equipment. The proposed TCP shall include order and duration of the TCP, all TCMS, TCDs, lane and street closures, and detours. If additional modifications are proposed by the Contractor to the Contractor's TCP as accepted by the Agency, submit modifications prepared by an engineer currently licensed in Oregon at least 7 days before beginning the construction activities that require the TCP changes. Closure of any streets or alleys requires City Commission approval

The following parameters shall apply to the Contractor's Traffic Control Plan:

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- Constraints, restrictions and coordination requirements as per 00220(e)(1), 00220(e)(2)(b) and 00220.40(f).
- Traffic control shall be designed to move traffic past the area smoothly, with proper and adequate advance signing.
- Wherever the existing roadway surface is disturbed by construction, and except where temporary paving is required, the Contractor shall regularly grade and maintain a smooth gravel surface for vehicular traffic traveling through and within the project area until the project is complete. Gravel will be swept from adjacent asphalt at the end of each working day.
- Access for Emergency vehicles shall be accommodated at all times.
- The Contractor shall have the responsibility of coordinating the needs of the abutting residents and businesses for parking and access.
- The Contractor shall coordinate its schedule of Work, operations and traffic control with the following organizations and agencies as applicable:

Warrenton School Buses	503-325-4550
Sunset Empire Transit	503-861-7433
Warrenton Police	503-861-2235
Recology Warrenton Regional Office	503-861-0578

- The Contractor shall retain a Traffic Control Supervisor for the project, with responsibility and authority to continuously monitor and direct traffic control operations at all times on the project. The Traffic Control Supervisor shall have specific training in temporary traffic control for construction. The Contractor shall provide the Traffic Control Supervisor's name and phone number and training credential documentation to the Agency at the pre-construction conference. The Traffic Control Supervisor shall not be changed by the Contractor without prior written notification to the Agency and providing the same information for the new Traffic Control Supervisor and receiving Agency acceptance of the change.

00225.90(a) Method "B" - Lump Sum Basis – Delete subsection and replace with the following:

Work zone traffic control will be paid for at the Contract lump sum amount for the item "Temporary Work Zone Traffic Control, Complete".

Payment will be payment in full for all work covered under this Section.

Section 00280 – Erosion and Sediment Control:

00280.00 Scope – Add the following to the subsection:

An Oregon NPDES 1200-C Permit is not required for this project. Erosion control measures are included in the contract documents. The Contractor shall be responsible for full implementation of the erosion control measures and shall take proper actions to prevent contaminants, including sediment, from entering the storm drain system or otherwise being conveyed to Waters of the State. Take immediate corrective action if directed by the Agency or Engineer, or if the Contractor observes contaminants, including sediment entering the storm drain system.

(a) Notify the Agency of the need to prepare additional erosion control measures, whenever there is a change in construction activities or operations that may affect the discharge of significant quantities or pollutants to surface waters, ground waters, storm drainage systems. The erosion control measures shall be amended if they do not effectively achieve the objective of reducing pollutants in stormwater discharges.

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00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - In the last sentence of the first paragraph, delete “before” and replace with “after”.

00280.05 Erosion and Sediment Control Plan on Non-Agency Controlled Lands - In the last sentence of the first paragraph, delete “before” and replace with “after”.

00280.30 Erosion and Sediment Control Manager - Add the following to the first sentence:

ESCM shall assume the duties as included in this subsection as well as those identified for the Permittee's Site Inspector as per the ESCP in the Supplemental Drawings including inspection frequency and reporting.

In the second paragraph, delete “10 days before” and replace with “at”.

Section 00290 – Environmental Protection

00290.20(b) Fuel Storage – Delete the second sentence of the second paragraph.

00290.30(b) Pollution Control Plan: In the first paragraph, delete “10 days before” and replace with “at”.

Delete the last paragraph which begins “A Pollution Control Plan Contractor Packet...”

SECTION 00294 – CONTAMINATED MEDIA

00294.00 Scope – This Section covers handling, characterization, transport, and disposal of suspect or contaminated soil, sediment, pipe contents, and water that may be encountered during the Work. Potential petroleum-impacted material may be present near the existing stormwater pipe between approximately Sta. 2+70 and Sta. 4+00 and at the existing 4-inch floor-drain lateral near Sta. 3+00, associated with adjacent historic automotive use. The extent and characteristics are unknown, and the project area is not a listed DEQ cleanup site. These provisions apply to all Work and supplement the Contamination Notes on Sheet C-1.

00294.01 Contaminated Material Handling Plan – Before beginning Work, the Contractor shall submit, for the Engineer's review, a plan describing procedures for recognizing suspect material; stop-work and notification; non-hydro-vac potholing; temporary containment; sampling and testing; disposal facility coordination; transport; documentation; and worker health and safety. The Contractor shall provide a site-specific Health and Safety Plan and personnel trained per applicable OSHA/OR-OSHA requirements (29 CFR 1910.120) for Work involving suspect petroleum-impacted material.

00294.02 Limits of Disturbance – Limit disturbance of the existing stormwater pipe and surrounding soil to the Work shown. Do not clean, jet, remove, grout, or otherwise disturb the existing pipe beyond the limits required to complete the new connections, abandonment, and end plugs unless authorized by the Engineer.

00294.03 Stop-Work and Inadvertent Discovery – If stained soil, petroleum-like odor, sheen, free product, oily sediment, discolored water, unusual pipe contents, or other evidence of contamination is encountered, the Contractor shall stop work in the affected area, secure the excavation, document the location and depth, and immediately notify the City and Engineer, and shall not resume in that area until directed.

00294.04 Potholing in the Contamination Area – Within the potential contamination area, hydro-vac potholing shall not be used unless the Contractor submits a containment, characterization, and disposal plan acceptable to the Engineer. Hand excavation, dry vacuum, or other approved method shall be used. Where suspect material is encountered during potholing and removal is not required, the Contractor shall, when directed, return the minimum necessary material to the same pothole for temporary surface stabilization only; this is not clean-fill placement, reuse, disposal, or a final environmental determination.

00294.05 Segregation and Handling – Suspect material shall not be moved, mixed with clean material, spread, stockpiled, transported off site, reused as backfill, or disposed of unless authorized by the Engineer. Where encountered during trench excavation, segregate it from apparently clean material to the extent practicable and containerize it pending characterization.

00294.06 Water Management – If free product, sheen, oily water, suspect contaminated water, or groundwater requiring management is encountered, do not discharge to the ground, storm system, sanitary sewer, surface water, or right-of-way; contain it and await direction. The Work is scheduled when groundwater is below excavation limits; no contaminated-water disposal pay item is provided, and managing incidental suspect water shall be as directed by the Engineer.

00294.07 Sampling, Characterization, and Disposal – Transport and dispose of material only after Engineer-authorized sampling/characterization and acceptance by a permitted disposal facility. Provide the City copies of test results, waste profiles, load tickets, manifests, and disposal receipts. Field observation that material appears clean does not certify it for offsite reuse or disposal.

00294.08 Regulatory Notification – The City will determine whether notification to Oregon DEQ or other agencies is required and will make any such contact (DEQ NW Region Cleanup Program). These provisions do not relieve the Contractor of applicable spill-prevention, response, worker-safety, or reporting duties, including immediate reporting of a reportable release to the Oregon Emergency Response System (OERS), 1-800-452-0311, per OAR 340-142-0050.

00294.09 Measurement and Payment – As provided in Section 00190 and the Bid Schedule (standalone floor-drain lateral item; contaminated material haul and disposal by the ton; non-hydro-vac potholing in the contamination area; sampling and analytical testing). No payment for clean material, material outside authorized limits, material mixed due to Contractor means and methods, or material disposed of as contaminated without authorization.

PART 00300 – ROADWORK

Section 00310 – Removal of Structures and Obstructions

00310.44 Earthwork in Connection with Removal – Add the following to subsection:

Top barrel removed shall be backfilled with compacted Class B Backfill in accordance with 00405.14 from the bottom of the excavation to the top of the street subgrade.

PART 00400 – DRAINAGE AND SEWERS

Section 00405 – Trench Excavation, Bedding, and Backfill

00405.02 Definitions

Pipe Bedding: Add the following:

The total bedding depth shall be a minimum of 6 inches below the bottom outside surface of the barrel of the pipe for the full width of the trench.

Pipe Zone: Delete “8 inches” and replace with “12 inches”.

Trench Excavation: Add the following:

Trench excavation shall be classified as common excavation/with the exception of rock excavation.

Trench Backfill: Add the following:

Imported Trench Backfill shall be imported crushed aggregate materials free from wood waste, organic material, and other extraneous or objectionable materials.

Lateral Restraint Shoring System: Add the following:

Lateral Restraint Shoring System is defined as a shoring system with full face braced shields tightly against the trench sidewalls throughout trench excavation and pipe installation to maintain lateral stability.

00405.11 Trench Foundation - Delete the four “bulleted” items and replace with the following: 2-1/2”-0 base aggregate in conformance with 02630.10.

00405.12 Bedding – Add the following to subsection:

Pipe Bedding material shall be ¾” – 0 base aggregate material in conformance with 02630.10.

00405.13 Pipe Zone Material – Add the following to subsection:

Pipe Zone Material shall be ¾” – 0 base aggregate material in conformance with 02630.10.

00405.14 Trench Backfill - Add the following to subsection:

Trench Backfill shall be Class B Backfill.

00405.16 Pipe Zone Locate Wire – Add this subsection:

The Contractor shall install 12 gauge located directly over pipe centerline and on top of the pipe zone material (no more than 8” above the pipe crown) for all non-ferrous pipe. Wire color in conformance with 00445.11(e). Run wires into valve, cleanout and meter boxes, manholes and other structures to a point accessible from the cover. Locate wires to not hinder access into manholes. All tracer wire splices shall be with a “Protrace TW” connector or approved equal.

00405.17 Submittals

This is a new section added to the specifications:

The following submittals for lateral restraint shoring system are required.

1. Imported material acceptance certification and test results
 - (a) Certification and test results shall be provided for all sources of imported materials.
2. Trench shield (trench box) certification if employed:
 - (a) Specific to Project conditions.
 - (b) Re-certified if members become distressed.
 - (c) Certification by currently registered Oregon professional engineer.

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3. Lateral Restraint Shoring System certification if employed:
 - (a) Specific to Project conditions.
 - (b) Certification by currently registered Oregon professional engineer.
4. Trench Safety Plan and/or trench shoring drawing:
 - (a) Trench Safety Plan and/or trench shoring drawings submittal is required only as evidence that plans and drawings have been prepared if required by authorities having jurisdiction.
5. Design of dewatering systems, cofferdams, surface water diversion systems, creek crossings, restoration, and protective works shall be by a currently registered Oregon professional engineer:

The Engineer's acceptance of the trench shield and shoring certifications and trench drawings/plans is for record purposes only. It shall not be construed as a detailed analysis for adequacy of the support system, nor shall any provisions of the foregoing requirements be construed as relieving the Contractor of its overall responsibility and liability for the work.

00405.30 Quality Control Personnel – Delete subsection in its entirety.

00405.41(c) Trench Width – Delete third and fourth sentences of subsection.

00405.41(f) Trench Excavation, Trench Protection - This section is supplemented with the following:

The Contractor shall be responsible for providing Trench Protection as follows:

1. The Contractor is solely responsible to design, install and maintain shoring, sheeting, bracing and sloping necessary to support the sides of the excavation and to prevent any movement that may trigger landslides, damage adjacent structures and facilities, endanger life and health, or pose a threat to the environment. Conform to the requirements of applicable governmental regulations and agencies.
2. All sheeting, bracing, shoring and trench shields shall be designed or certified by a currently registered Oregon professional engineer and meet the requirements of all applicable local, state, and federal safety codes. The designer shall comply with all applicable codes, ordinances and statutes, and bear sole responsibility for any and all penalties imposed for noncompliance.
3. Do not install sheeting and shoring using vibratory methods.
4. Make and maintain all excavations in a safe manner.
5. Carefully reconsolidate the bedding and side support outside a trench shield prior to placing backfill.
6. Leave in place those portions of sheeting extending below the crown elevation of the pipe, unless the bedding and side support can be reconsolidated to the satisfaction of the Engineer.
7. Where removal of sheeting would result in damage to adjacent utilities or other property, the Engineer may order all or a portion of sheeting to be cut off and left in place.
8. Do not use horizontal strutting below the barrel of a pipe.
9. Do not use the pipe as support for trench bracing.
10. Contractor shall restore all existing facilities damaged, destroyed, or altered by soil movements resulting from temporary shoring movements or nonperformance, at Contractor's own expense.
- 11.12. Detrimental Movements or Settlements: Work shall be stopped immediately and the causes of detrimental movements be ascertained if:
 - (a) Damage is noted on adjacent structures.
 - (b) Total settlements of an adjacent structure are noted to be 1/4-inch or larger.
 - (c) Total horizontal movements of an adjacent structure are noted to be 1/4-inch or larger.
 - (d) Shoring systems horizontal movements are noted to be 1/4-inch or larger.
 - (e) Total ground settlements, when measured at settlement measurement points, are noted to be 1/2-inch or larger.
 - (f) There is a trend or a rate of change of any settlement or movement that indicates the maximum movements given above will be exceeded.

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(g) Work is directed to stop by the Engineer due to other detrimental effects or factors.

13. The causes of the detrimental movements or excessive settlements must be identified by the Contractor. Corrective measures must be proposed to and approved by the Engineer before further Work.

00405.43 Dewatering - This section is supplemented as follows:

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

1. The Contractor is solely responsible to design, furnish, install, maintain, and operate all necessary dewatering wells, sump/pumps and other devices for dewatering all excavations. The Contractor's plan for the dewatering system shall be submitted for review.
2. At all times have on the project sufficient dewatering devices for immediate use, including standby pumps in case other pumps become inoperable.
3. Provide a sufficient number of dewatering devices so as to hold the groundwater level at an elevation of not less than 1 foot below the lowest elevation of the pipe or other material to be placed. When groundwater is encountered, the Contractor shall assess the situation and develop a plan to accommodate dewatering. The Contractor shall be solely responsible for control of groundwater through dewatering and trench excavation control Plan. All costs for pumping, piping, settling and discharging of trench groundwater shall be considered incidental to the work for groundwater control pumping of up to 250 gpm. If conditions are such that additional pumps are required to remove water in excess of 250 gpm, the Contractor shall use the number and size of additional pumps, as required, to maintain a water-free trench.

If pumping in excess of 250 gpm is required, a change order will be negotiated to provide compensation to the Contractor shall be per 1-04.4 of the Standard Specifications.

4. The dewatering operation shall be continuous, so that the excavated areas shall be kept free from water during subgrade preparation, while pipes are installed, and until backfill has been placed to the extent that no damage from hydrostatic pressure, flotation, or other cause will result.
5. Continue dewatering during backfilling operations such that the groundwater is at least 1 foot below the level of the compaction effort at all times. No compaction of saturated materials will be allowed.
6. If pumping is required on a 24 hour basis, requiring engine drives, then engines shall be equipped in a manner to keep noise to a minimum.
7. Dewatering devices must be adequately filtered to prevent the removal of fines from the soil.
8. Settle and/or filter all dewatering system collected flow through Contractor provided settling tanks and systems in order to meet Water Quality Standards; Beneficial Uses, Policies, and Criteria for Oregon (OAR 340-041-0036) prior to discharging.
9. Dispose of water in such a manner as to cause no injury or nuisance to public or private property, or be a menace to the public health.
10. The Contractor shall be responsible for any damage to existing structures, pavement, utilities, or of the new works caused by Contractor's dewatering activities or failure of any part of the Contractor's dewatering activities.

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

00405.44 Trench Foundation - Delete the third sentence of the second paragraph and replace with the following: Place the trench foundation material in no more than 12-inch layers and compact according to 00330.43.

00405.45 Pipe Bedding - Add the following paragraph to subsection:

The Contractor shall place subsequent lifts of not more than 6-inches in thickness up to one foot above the top of the pipe, bringing lifts up together on both sides of the pipe.

Bedding material shall be compacted to 95% of the Standard Proctor maximum dry density (ASTM D698, AASHTO T-99). For the case that bedding material is not density testable, procedures in accordance with 00405.46(c) (2)

shall be followed. In this case, the bedding materials should be compacted using suitable compaction equipment until non-yielding.

Bedding disturbed by pipe movement, by removal of shoring, or by movement of a trench box or shield shall be recompacted prior to backfill. Special care shall be taken to provide adequate bedding support at wye or tee connections, at Fernco connections and adjacent to other structures so as to avoid bending or shearing stresses at these critical points. The Contractor shall prevent pipe movement either horizontally or vertically during placement and compaction of pipe bedding material.

00405.46(a) General - Delete "Test for density according to 00330.43"

00405.46(b) Pipe Zone - Add the following to the subsection:

Pipe zone material shall be compacted to 95% of the Standard Proctor maximum dry density (ASTM D698, AASHTO T-99).

00405.46(c)(1) General - This subsection is modified as follows:

Delete second paragraph. Excavated material shall not be used for backfill material.

00405.46(c)(2) Class A, B, C, or D Backfill – Delete the second paragraph of the subsection and add the following:

Within rights of way and paved surfaces, trench backfill shall be compacted to 98% of the Standard Proctor maximum dry density within two feet of final pavement subgrade elevation and to 95% of the Standard Proctor maximum dry density below two feet of final pavement subgrade elevation. Water jetting is not acceptable as a method of compaction.

In-place compaction tests will be made by the Agency. Contractor shall remove and recompact material that does not meet specified requirements. The Agency will charge the Contractor for the time and expenses to re-test non-compliant trench backfill.

For materials where a compaction curve cannot be developed in accordance with ASTM D698 or AASHTO T-99, compaction and field verification procedures for non-testable soils in ODOT Section 00330.43(c) should be followed. Deflection testing is not required.

When the backfilling is complete, the Contractor shall finish the surface area as specified. In paved areas, the Contractor shall maintain the surface of the trench backfill level with the existing grade, until final pavement replacement is completed and accepted by the Agency.

Add the following at the end of the subsection:

When crossing below an existing natural gas pipeline main or service of any size, the Contractor shall provide and install sand drainage material conforming to 00360.10 to provide a 12-inch envelope in all directions around the existing gas piping.

00405.48(c) Pavement, Curb and Sidewalk

Add the following to the first paragraph, after the second sentence:

Saw cut to nearest joint, panel or as indicated in the Supplemental Drawings.

In second paragraph, delete "6 inches" and replace with "12 inches" and add the following:

The Contractor is responsible for any damage to the sawcut trench edges between the time of excavation and paving. Trenches excavated for paving may not be left open for more than one day without steel plates or backfilling.

SECTION 00440 – COMMERCIAL GRADE CONCRETE

00440.14(a) General - In last sentence, delete “a QCT” and replace with “Agency”.

00440.30 Quality Control Personnel - Delete this subsection in its entirety.

Section 00442 – Controlled Low Strength Materials

00442.00 Scope - Controlled Low Strength Material shall be used as trench backfill at shallow-cover locations (less than 1.25 feet of cover) where shown or directed.

Section 00445 – Sanitary, Storm, Culvert, Siphon, and Irrigation Pipe

00445.11 Materials – Sanitary sewer and Storm drain pipe shall be AWWA C900 PVC, DR18, as shown on the Plans.

00445.11(e) Tracer Wire

Delete the second sentence and replace with the following:

The HMW-PE insulated cover shall be 45 mil thick. Wire color in conformance with 00445.11(e).

Section 00470 – Manholes, Catch Basins and Inlets

00470.10 Materials – Grout shall be Hey'di Powder X System mix for grouting inside of manholes and catch basin structures.

00470.71(b) Vacuum Testing - This subsection shall also apply to storm drain manholes.

00470.72 Adjusting Manholes and Catch Basins to Grade – Add this subsection:

Manhole structures and catch basins shall be set to grade of preliminary asphalt surface and adjusted to final grade of surface at the time of final asphalt paving.

Section 00490 – Work on Existing Sewers and Structures

00490.40 General – Add the following to subsection:

Contractor shall be solely responsible for safety during the performance of the Work. No one shall enter into any sewer segment, or structure, where hazardous conditions may exist until such time as the source of these conditions is identified and eliminated by the Contractor and/or Agency. The Contractor shall perform all tests that may be required to identify and assess unsafe conditions and shall perform all work in accordance with the latest OSHA confined space entry regulations. Contractor will coordinate its work with local fire, police and emergency rescue units so they are aware of his working conditions. Access for cleaning purposes shall be via existing manhole openings.

00490.43 Abandoning Pipe in Place - Abandoned pipes shall be capped.

Section 00495 – Trench Resurfacing

00495.10 Materials - Permanent trench surfacing materials in existing paved areas shall be Asphalt Concrete Pavement (ACP) to in accordance with Section 00744.

SE 1ST STREET / SE ANCHOR AVENUE STORM DRAINAGE PROJECT

City of Warrenton

Special Provisions

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PART 00600 – BASES

Section 00620 – Cold Plane Pavement Removal

00620.40 Pavement Removal - Subsection 00620.40(b) applies to this project.

Section 00641 – Aggregate Subbase, Base, and Shoulders

00641.10(a) Base and Shoulder Aggregate - After the second sentence, add the following:

Base aggregate shall consist of both leveling rock and base rock as shown on the Supplemental Drawings. Leveling rock and base rock shall conform to Section 02630.10 for 3/4"-0 and 1-1/2"-0, respectively.

PART 00700 – WEARING SURFACES

Section 00744 – Asphalt Concrete Pavement

00744.12(a) Mix Type - Mix Type shall conform to 1/2" ACP.

00744.13 Job Mix Formula Requirements - JMF shall conform to Level 3.

00744.16 Sampling and Testing - Agency will provide sampling and testing including type and frequency of tests.

00744.42 Tack Coat - Delete the last sentence of the first paragraph and replace with the following:

Tack coat asphalt shall be approved by the Engineer prior to application. Hot tack is required prior to all applications of asphalt concrete pavement.

00744.43(c) Placing - In last paragraph of subsection, delete the third sentence and replace with the following:

Where 4-inches of ACP is required for trench pavement patching or street section, place in two separate 2-inch lifts.

00744.49 Compaction - Agency will conduct compaction testing including determination of testing frequency.