



## **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING  
June 11, 2019 – 6:00 P.M.  
Warrenton City Commission Chambers – 225 South Main Avenue  
Warrenton, OR 97146

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1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 05.28.19
- B. City Commission Work Session Minutes – 04.16.19
- C. Community Center Meeting Minutes – 03.21.19
- D. Liquor License Application – Side Road Café

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card, and submit to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS**

**7. BUSINESS ITEMS**

- A. Recology Rate Review - Dave Larmouth
- B. Consideration of Resolution No. 2541; Recycling Rates
- C. Consideration of Resolution No. 2542; Water Rates
- D. Consideration of Resolution No. 2543; Sewer Rates
- E. Consideration of Bid Award- Paving Project
- F. Consideration of Proposal for Head Start Siding Project
- G. Consideration of Head Start Siding Repair Change Order No. 1
- H. Consideration of Resolution No.2546; Community Center Rates
- I. Consideration of the Second Reading of Resolution No. 2539; Updating SDC's

**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 Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

3A

MINUTES  
Warrenton City Commission  
Regular Meeting – May 28, 2019  
6:00 p.m.  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:03 p.m., and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Henry Balensifer, Rick Newton, Pam Ackley, and Mark Baldwin

Excused: Tom Dyer

Staff Present: City Manager Linda Engbretson, Community Development Director Kevin Cronin, Finance Director April Clark, Fire Chief Tim Demers, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes - 04.09.19
- B. City Commission Work Session Minutes – 4.23.19
- C. City Commission Work Session Minutes - 05.14.19
- D. City Commission Meeting Minutes - 05.14.19
- E. Fire Department Activity Report - April 2019
- F. Police Department Monthly Statistics - April 20419
- G. Monthly Finance Report - April 2019
- H. WBA 4<sup>th</sup> of July Parade Application
- I. Liquor License Re-Application - Nisa's Thai Kitchen

Mayor Balensifer noted a correction to the 05.14.19 Regular Meeting Minutes.

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

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

COMMISSIONER REPORTS

Commissioner Newton noted the Library Summer Reading kickoff party on June 8<sup>th</sup>, and stated he would like to dedicate the sign on the same day. He has been working with the RDI group and noted improvements in the downtown area. He noted the training that transpired in the Fire Department; and also the increase in the Officer overtime. He wanted the public to know the reasoning behind the increase of overtime – being shorthanded. Commissioner Newton continued, and noted the need to review the sign ordinance. He stated the sign ordinance issues have again been brought to his attention. He asked for clarification on the 2 hour parking signs

for Main Avenue. Ms. Engbretson noted that Mr. Cronin will present a work plan on the projects and items he has been working on at one of the June Meetings.

Commissioner Ackley noted she is trying to get caught up from being gone. She announced a joint task force meeting June 4<sup>th</sup>, at the Warrenton Marina. Mayor Balensifer asked for a copy of the task force handout in digital form be sent to the commission. Commissioner Ackley agreed to do so.

Mayor Balensifer noted the County Meeting. He also noted that the Clatsop Plains Elk management committee met. He has been appointed as the convener, and asked the groups consensus on having an additional person from Warrenton- Commissioner Baldwin, represent the city's interest. Mayor Balensifer noted he hasn't heard any opposition, however, as of now no decision has been made. He noted he understands it's a sensitive matter and will keep the commission informed as he receives more detail.

PUBLIC COMMENT – None

#### PUBLIC HEARING

Mayor Balensifer opened the Public Hearing on the Supplemental Budget; Resolution No. 2544 – Approving and Adopting a Supplemental Budget by Making Appropriations for additional spending authority in the Facilities Maintenance Fund for increased costs in repair and maintenance to repair the roof at City Hall. Formalities followed and no conflicts of interest were reported. Finance Director April Clark presented her staff report. She stated the supplemental budget is to facilitate repairs to the City Hall roof. The City has obtained a proposal and a contract has been signed with Weather Guard. She stated this is just to get spending authority to pay the bill once it comes in. This transfers \$50,000 in Contingency to Materials and Services in the Facilities Maintenance Fund and also transfers \$120,000 from Contingency to Transfers in the General Fund; which will be transferred into the facilities maintenance fund for a total of \$170,000. Mayor Balensifer asked for public comment. No one spoke in favor or in opposition. There being no further comments, Mayor Balensifer closed the public hearing. Commissioner Newton stated he wants to make it absolutely clear he hates to spend the money, but we need to bite the bullet and get it done. He stated in his opinion by patching the roof we would probably have more leaks within a year, which would generate more financial costs and hassle in the long run. Commissioner Baldwin noted a comparison – It would be like not buying tires for a brand new firetruck because you couldn't afford it. He stated this building runs the entire city, staff shouldn't have to suffer through poor conditions. The staff should want to be at work. A brief discussion continued.

**Commissioner Newton made the motion to approve Resolution No. 2544; Approving and Adopting a Supplemental Budget by making appropriations for municipal purposes of the City of Warrenton for the fiscal year commencing July 1, 2018 and ending June 30, 2019. Motion was seconded and passed unanimously.**

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

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## BUSINESS ITEMS

Community Development Director, Kevin Cronin, noted the various nuisances he has been working on. He discussed the nuisance property at 951-953 SW Main Ct. He displayed pictures of the property and stated it is a critical public safety and fire hazard. This nuisance poses a life threatening risk for the tenant and the adjacent properties. Mayor Balensifer stated he spoke to the property owner as did Commissioner Newton. The plan is to activate Commissioner Dyer's task force and also call in County services to help the individual with the process. Commissioner Newton asked if after we declare this property a nuisance if the timeline could include extensions, as this one will take a long time. A brief discussion followed. Mr. Cronin noted that as long as efforts are being made towards progress, extensions are not an issue. It is when they don't make progress that issues arise.

**Commissioner Ackley made the motion to declare that enumerated and unenumerated nuisance s exist at 951-953 SW Main Ct, and direct staff to commence actions to notify the owner of record and person responsible for the property to abate the nuisances within 10 days as prescribed in WMC 8.16.160. Motion was seconded and passed unanimously.**

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

Community Development Director Kevin Cronin discussed the nuisance property at 165 SE 2<sup>nd</sup> Street. He noted the progress being made and would recommend to still declare the nuisance to facilitate and encourage progress. A brief discussion continued.

**Commissioner Ackley made the motion to declare that enumerated and unenumerated nuisance s exist at 165 SE 2<sup>nd</sup> Street, and direct staff to commence actions to notify the owner of record and person responsible for the property to abate the nuisances within 10 days as prescribed in WMC 8.16.160. Motion was seconded and passed unanimously.**

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

City Manager Linda Engbretson presented Resolution No. 253- clarifying Resolution No. 2401, updating System Development Charges, adopting methodology, and repealing Resolution No. 2362. She noted this has been a discussion topic for a few years now. She noted they ran this past legal counsel, and found a formula using the Seattle Construction Cost Index, which was part of the original methodology when the study was done back in 2011 and 2012. What we have done is gone back and applied the Seattle Construction Cost Index. Through the current date it would raise the SDC's to a little over \$4,100.00, or the adjustment for a single family dwelling would raise the SDC's \$649.00 - Across the board that's for sewer, water, transportation, parks, and storm sewer. It is our recommendation to apply the construction cost index as recommended when originally adopted. Ms. Engbretson noted that Developers & Builders who attended the May 8<sup>th</sup> breakfast and provided email or contact information have been provided notice of this proposal. A brief discussion. Mayor Balensifer questioned whether a construction excise tax could accomplish goals better than SDC's; is there a different way to

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accomplish what we want to do? He stated the downfall to the SDC's is that it treats everyone the same way across the board even when the impacts are not the same. The conversation continued. Commissioner Baldwin gave examples of different circumstances pertaining to SDC fees, noting he does not believe the fees make sense, they are not fair. Mayor Balensifer is in favor of raising the SDC's because currently there are no other alternatives of recovering the costs. He noted meanwhile we need to explore a better way to cover the costs/look at different revenues. The conversation continued. Ms. Engbretson noted the exemptions – Mr. Cronin clarified. The conversation continued on the clarification of SDC's and exemptions. Ms. Engbretson stated this is changing the fees, not the ordinance. Mayor Balensifer introjected and clarified, stating the issue before us on the agenda, is whether or not we need to increase the SDC fees to better cover the costs to the city and the infrastructure demands. We already know that our sewer treatment plant is going to need some significant upgrades. We know that we have issues with our water systems. I understand Commissioner Baldwin's concerns, but my inclination is let's get the fee increase in and then start exploring the alternative. If we sit on this issue next year we may wish we would have raised the SDC's. The conversation continued. Commissioner Baldwin noted he is all for SDC's the way they were explained in previous work sessions and commission meeting presentations. He is not however for SDC's when they will affect long term residents and they go against how they were presented initially. The discussion continued. Mayor Balensifer noted that the reason this agenda item is before us is because staff presented this as a stop gap. We looked at trying to change the SDC rates a little more drastically, but we found that it was going to take a rate study, and it was going to cost more than we were going to recover in that period of time we were trying to accomplish the increase. Raising the SDC's is sort of a middle ground and in the mean time we can explore other options which staff will come before us in another work plan to explore our options. Mayor Balensifer stated in regards to Commissioner Baldwin's previous comment on conflict of interest, that while it is a legislative item, technically it's more of a perceived conflict of interest than it is an actual conflict of interest. Conflict of interests are usually for items that are specific to you. I say this for the record so that people understand how State conflict of interest laws apply in this case.

**Commissioner Ackley made the motion to conduct the first reading of Resolution No. 2539, by title. Motion was seconded and passed unanimously.**

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

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Commissioner Newton noted the marina numbers. Harbormaster Sweet would like to talk to the Commission about people that are chronically 90 days late, and the penalty options for being 90 days late. Ms. Engbretson suggested taking a look at the ordinances at staff level, and then put forward a recommendation. Commissioner Newton stated they talked about a 90 day lien and seize; and discussed other options. The conversation continued on the matter. Ms. Engbretson noted the plan is to bring more changes and ordinance updates- including some of these issues. Mayor Newton noted someone is renting the Fenton building and gave other updates. He thanked the commission – it is a pleasure to work together. Mayor Balensifer concurred.

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Mayor Balensifer stated it would be a good step to have a Cap. Ex. Plan on all the facilities we own. Ms. Engbretson suggested taking a portion of the lease income and put it in the general fund. Mayor Balensifer discussed the need to look at additional funding solutions or revenue sources beyond the existing property taxes for the general fund because we know the property tax in Warrenton is not going to ever accomplish general government services- it just can't do it. Mayor Newton noted its good we are talking about the Cap Ex Plan because it came to head at the Port Commission. He noted most people don't realize with the PERS increase but we get to do \$50,000 less for the public than we did last year and I want to make it absolutely clear its not the employees fault. Commissioner Baldwin stated the need to look into the legality of sponsorship for some of our facilities.

There being no further business, Mayor Balensifer adjourned the regular meeting at 7:01 p.m.

Respectfully submitted by Lindsay Duarte, Deputy City Recorder

APPROVED:

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Henry A. Balensifer III, Mayor

ATTEST:

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Dawne Shaw, City Recorder

3.B

MINUTES  
Warrenton City Commission  
Work Session – April 16, 2019  
5:30 p.m.  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:30 p.m.

Commissioners Present: Mayor Balensifer, Mark Baldwin, Pam Ackley (left at 7:00 p.m.), Rick Newton, and Tom Dyer

Staff Present: City Manager Linda Engbretson, Finance Director April Clark, Fire Chief Tim Demers, Water Treatment Plant Superintendent Bob Bingham, Harbormaster Jane Sweet, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, and City Recorder Dawne Shaw

City Manager Linda Engbretson stated this CIP goes out for the next six years.

General Fund: Chief Demers explained the Fire Department Rescue Tools. He noted there is a pending FEMA grant that will cover a portion of the costs associated with the tool replacement. Mr. Stelzig reviewed the budget for the Public Works Office, and the plan for the break room renovation.

Carruthers Viewing Dock: The question of whether pressure treated wood could in fact be used was discussed. The conversation continued on the material for Carruthers Viewing Dock. Mr. Sharpsteen noted there may be an opportunity for donations from the Quincy Robinson fund for the viewing dock.

Drainage and parking issues at the Dog Park: Details were briefly discussed pertaining to the project materials and specifications. Ms. Engbretson noted that Police Vehicles will be delayed. She explained that because two new vehicles are online as of this year, as well as a new K-9 unit, they felt comfortable making the cut. Mayor Balensifer asked for clarification pertaining to the future funding of Police Vehicles. A brief discussion began on the Triangle Park.

Trail connections to Fort Stevens: Mayor Balensifer noted it was his understanding that trail connections were made a priority in prior commission meetings. He stated the priority is to connect the Carruthers trail to at least Gray Street, if not all the way through Point Triumph. Mr. Stelzig noted that we have the funding for fiscal year 2022-2023. Mayor Balensifer noted that we need to make it a priority in the immediate future to at very least explore the opportunities and potential right of ways. The discussion continued.

Water Utility: Public Works Director Collin Stelzig, and Water Treatment Plant Superintendent Bob Bingham, explained the SCADA improvement at the South Water Reservoir. They gave current specifications, and some of the current challenges the City is up against.

Mr. Stelzig noted the Hammond Water Line will go out to bid in about 2 – 2 ½ months. Reasons for the delay was noted- ODOT, repaving roads, and slight redesign of the project extended the project. The discussion continued.

Mr. Stelzig gave a brief breakdown on the SW 4<sup>th</sup> Street and SE Anchor projects.

Mayor Balensifer asked Mr. Bingham about the filter replacements. Mr. Bingham explained we are overdue for replacement. He noted that in October the filter will be replaced. The conversation continued about the integrity of the filter and the funding.

The Ridge Road Water Line; Discussion ensued on the proposed route of the Water Main. Mayor Balensifer asked for more detail in regards to using 10" pipe. Mr. Stelzig explained the difference between using 10" vs 18". The conversation continued. Commissioner Baldwin expressed concern regarding how much time we are buying by using 10" pipe. The discussion continued.

Upstream Raw Water Reservoir: Mr. Stelzig noted they are trying to fund a master plan water study to find out exactly what needs to be done. The conversation continued on the water pipe. Mayor Balensifer asked the water department's stance on the water shed. A brief discussion followed. Mr. Stelzig stated he would like to limit access around the watershed to protect it. The conversation continued on limiting the access to the water shed, and brought up a question of liability. SE Marlin Ave; 18-Inch Waterline, the Delaura Beach 18- inch Waterline, and the Recoating Inside Clearwell were briefly discussed.

Pump stations: SE 2<sup>nd</sup> Street and Marlin Ave Pump station upgrades. Mr. Stelzig explained the improvements the pump station needs. A conversation began surrounding getting sponsorship to offset some of the cost. Mr. Stelzig suggested creating an Advanced Finance District (AFD), when developers come in, they have to pay their share. Mayor Balensifer noted consensus around AFD potential – covering costs of development.

Mr. Stelzig noted several issues with ODOT. They have been reaching out to ODOT and have had no response. Mayor Balensifer asked Mr. Stelzig to provide a list of all ODOT issues. He would like to take a delegation to Senator Betsy Johnson and the Transportation Commissioners. A conversation briefly touched on the pump station generators and the bypass program- majority of them planned for the 23-24 Year.

Sanitation: A brief discussion on the SW 1<sup>st</sup> Street recycling center upgrades, and the Truck Washout Facility.

Marinas: Mayor Balensifer questioned if it would be beneficial to bump out dredging one year to obtain more money. The conversation continued. Ms. Sweet noted that if the project is bumped out there are going to be docks that are not usable. The conversation continued. Mayor Balensifer also noted that a man interested in putting in a fuel dock reached out to him. If he was

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Warrenton City Commission

Work Session – 4.16.19

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able to put the fuel dock in he would be willing to help pay for the cost of dredging. The conversation continued on the usage of the docks and funding.

Commercial Work Pier Improvements: Mayor Balensifer asked whether we are adequately covering costs from boats damaging the docks. Ms. Sweet noted the City charges them if they do damage; she discussed the problems at E dock. She again confirmed we are covered from damages. She stated we bill them time and materials. The conversation continued in regard to the boat dock issues.

Tansy Point Dock Anodes: discussion on what type of anodes and their location took place. Mayor Balensifer stated Tidewater should be paying the City of Warrenton for damages to the dock.

Commissioner Ackley left at 7:00 p.m.

Public works Equipment: a discussion was held on the equipment itself and budgeting

Storm Sewer: A brief conversation covered the items in this fund. Mr. Stelzig stated they are trying to fund a study for O&M and Alder that monitors levels of Alder Creek and how it reacts with our rainfall events. Discussion on Hammond ditches and potentially spending time cleaning the ditches, and the logistics.

Streets: Mayor Balensifer noted N Main & NW 7<sup>th</sup> from the earlier conversation in utility. He suggested creating an agreement with residents for a nonstandard road. Commissioner Baldwin questioned how we hold to standards on SW 4<sup>th</sup> but not on NW 7<sup>th</sup>. Ms. Engbretson noted based on the TSP, there are some streets that do not have to meet the standards. Mr. Stelzig noted limiting factors and issues. Commissioner Baldwin stated we should do the street the right way. Ms. Engbretson noted if we are going to do it right, we may need to postpone it another year. The discussion continued on the potential for running into environmental issues, and the specifics of the street and sidewalk. Mayor Balensifer suggested having a public meeting with the residents to explain the plan; gravel it on a temporary basis and promise to pave it the following year. The discussion continued.

Mr. Stelzig discussed the intersection of SW 9<sup>th</sup> and S. Main, and other projects in this fund. Mayor Balensifer moved the conversation to 4<sup>th</sup> street. He suggested public/private partnership on the wayfinding signs – Mr. Stelzig agreed. Mayor Balensifer stated the signs should be on trails only – not on roads with bike lanes. He suggested groups that could potentially help contribute to designing the signs.

Upgrade of curb and sidewalks at the Elementary school: A brief discussion ensued on the concern with non ADA compliant sidewalk ramps at elementary school. Mr. Stelzig noted the SE 2<sup>nd</sup> Street (going into the old Costco) could be a good place for an LID; the discussion continued. SE Main court; will be an overlay. Mayor Balensifer noted the need for drainage improvements. A brief discussion continued on S. Main Ave sidewalks, future work on a program for sidewalks, and projects that have been developed without sidewalks.

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Work Session – 4.16.19

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Ms. Engbretson stated that staff are working on fee suggestions that will help mitigate costs, and facilitate the needs of staff to continue development. Brief discussion continued.

There being no further business, Mayor Balensifer adjourned the work session at 7:48 p.m.

Respectfully submitted by Lindsay Duarte, Deputy City Recorder.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, City Recorder

WARRENTON COMMUNITY CENTER  
Advisory Board Meeting

3. C

Meeting Date: March 21, 2019

Place: Warrenton Community Center

Call to Order – Chairman, Debbie Little, called the meeting to order at 4.06 PM

Roll Call: Chairman, Debbie Little; Vice Chairman, Ronald LeChurch, Secretary, Carol Snell; Penny Morris, Jerry O'Neill; and Warrenton Finance Director, April Clark. Members absent and excused: Frank Becker and Lorna Anderson.

Introduction of Guests: None

Public Comment: None

Approval of the Regular Minutes February 21, 2019: Penny moved to approve the regular minutes with spelling corrections on the 3<sup>rd</sup> page, Ronald seconded the motion and the motion carried.

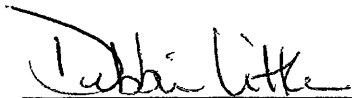
Financial Report: Finance Director, April Clark, Reported the Up-town donation letter came back (Ronald will deliver). The Easter poster is on the City's face book page and Jerry wrote a great article for the Chamber Works. The senior group asked for a sign board to designate reserved parking for the senior's bus in front of the Center. The senior group approved \$350.00 for replacing the double sink. The Center's newest employee, Dan, is working out great. City budgets are due May 2019, April increase the cost to rent the Center.

Old Business: Debbie stated Mel was not interested doing the raffle. He will provide color books and crayons. Penny pre-sold \$ 160.00 worth of tickets for the raffle. She has a 2 night stay at K.O.A. and a quarter cord of fire wood donated by Ronald LeChurch. Penny will bring a change box. Debbie won't be at the breakfast she has to be in Creswell, Oregon Saturday morning. Ten kids from the high school football team will serve/clean-up with 2 adults to supervise. We reviewed our assignments for the breakfast.

New Business: It was decided to discuss future activities for the Advisory Board at the May 16<sup>th</sup> meeting (i.e. 4<sup>th</sup> of July). Any future meetings prior to October need to be posted as a public notice in the paper.

Correspondence: None

Next Meeting: May 16, 2019



Debbie Little, Chairman



Carol Snell, Secretary



## Public Works

### Memorandum

To: Linda Engbretson, City Manager  
From: R. Collin Stelzig, P.E., Public Works Director  
Date: June 11, 2019  
Re: Water Fee Increases – Installation Administration Fees

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As part of resolution 2542, we are proposing that 4 of the existing Installation Administration Fees are increased and one additional fee is proposed to account for research associated with speculative developments.

Public Works is proposing an increase to the installation fee of  $\frac{3}{4}$ " and 1" meters at subdivision lots for single family or manufactured dwellings. The fees for  $\frac{3}{4}$ " and 1" are currently \$400 and \$450, respectively. We have tracked the cost to install these meters over the past year. The average cost of installing a  $\frac{3}{4}$ " meter, including materials, is approximately \$500. The average cost of installing a 1" meter, including materials, is approximately \$600. As such, we are proposing these average costs for the new fees.

Public Works is also proposing an increase to the each living unit fee from \$105 to \$178, a 169% increase. The existing fee was set in 1999 and has not been changed since. To adjust this number, we have used the Seattle-Construction Cost Index (CCI). The CCI in June of 1999 was 7137.17 and the current CCI is 12029.02, an increase of 169%.

The RV space fee has also not increase since 1999 and we are proposing a 169% increase to the existing fee of \$80. The new proposed fee adjusted using the CCI is \$136.

Occasionally we receive requests from developers and real estate agents to research the availability of City utilities to a property. These requests are usually associated with the possible purchase of a property where the buyer is trying to determine development costs. These requests usually involve short turnaround times as part of an existing purchase agreement. At times this may involve looking at our GIS and answering the request during the same phone call, we do not propose charging for these requests. Sometimes these requests involve research by multiple staff, review of paper files and possibly a site visit. We are happy to provide this information, but are proposing a \$50 fee to recoup a portion of staff's time.

EXHIBIT B

City of Warrenton

Water Department Installation and Administrative Fees

INSTALLATIONS

Meter Size	Equivalent Meter Ratios	Capacity Allowance (GPD)	Connection Fee Base Rate*
¾"	1.0	690	\$1,300.00
1"	1.7	1,173	\$1,500.00
1 ½"	3.3	2,277	\$1,148.00
2"	5.3	3,657	\$1,844.00
3"	10.0	6,900	\$3,480.00
4"	16.7	11,523	\$5,812.00
6"	33.3	22,977	\$11,588.00
8"	53.3	36,777	\$18,548.00
10"	76.7	52,923	\$26,692.00

\*Actual costs for a full-service connection installation above connection fee base rate will be billed to the applicant after installation is complete.

INSTALLATION ADMINISTRATION FEES

\*\*Connection for which the owner has provided all infrastructure improvements for complete installation other than the meter and tailpiece.

Each subdivision lot for single-family or manufactured dwelling (meter only by City)	¾" \$500.00 ** 1" \$600.00 **
Each living unit in a multi-family dwelling, accessory building, each separate unit in a commercial, industrial, or institutional structure unless each unit has its own separate water meter.	\$178.00
Each RV space (in complex with a master meter)	\$ 136.00
Administrative fees for Requests for Information on water availability not associated with a proposed project or pre-application.	\$ 50.00

SERVICE CALL

Call requested by customer In-City	\$ 20.00
Call requested by customer Outside-City	\$ 30.00
Final Read In-City	\$ 20.00
Final Read Outside-City	\$ 30.00
Emergency After Hours Fee	\$ 150.00

LATE CHARGES

Additional charge for late payment NOT RECEIVED by 5:00 pm on last business day of each month	\$ 3.00
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Door hanger penalty on Past-Due Accounts	\$ 33.00
Shutoff penalty on Past-Due Accounts	\$ 120.00

METER REMOVAL

Cancelled Account	\$ 75.00
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VACANCY/VACATION CHARGES

Temporary Billing Suspension Fee - Off	\$ 100.00
Temporary Billing Suspension Fee - On	\$ 100.00

MISCELLANEOUS CHARGES

Lien Searches	\$ 15.00
Returned Payment Fee Payment	\$ 35.00
Inaccessible to Read Penalty (daily)	\$ 100.00
Unauthorized Use Penalty (each)	\$ 1,000.00

HYDRANT METER CHARGES

Hydrant Meter Deposit	\$ 500.00
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OREGON LIQUOR CONTROL COMMISSION

# LIQUOR LICENSE APPLICATION

3.D

1. Application. Do not include any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 <sup>st</sup> Location	Date application received: <u>5/29/19</u>
<input type="checkbox"/> Brewery 2 <sup>nd</sup> Location	Name of City or County: <u>Warrenton</u>
<input type="checkbox"/> Brewery 3 <sup>rd</sup> Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 1 <sup>st</sup> location	By: _____
<input type="checkbox"/> Brewery-Public House 2 <sup>nd</sup> location	Date: _____
<input type="checkbox"/> Brewery-Public House 3 <sup>rd</sup> location	
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1 <sup>st</sup> location	
<input type="checkbox"/> Grower Sales Privilege 2 <sup>nd</sup> location	
<input type="checkbox"/> Grower Sales Privilege 3 <sup>rd</sup> location	
<input checked="" type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 <sup>st</sup> Location	
<input type="checkbox"/> Winery 2 <sup>nd</sup> Location	
<input type="checkbox"/> Winery 3 <sup>rd</sup> Location	
	<b>OLCC USE ONLY</b>
	Date application received: <u>5-28-19</u>
	By: <u>Onwick</u>
	Date application accepted as initially complete: <u>5-28-19</u>
	By: <u>Onwick</u>
	License Action(s): <u>C10</u>

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s): Amalgamated

Side Road Cafe LLC  
(Applicant #1)

Thurston  
(Applicant #2)

(Applicant #3)

(Applicant #4)

 <b>RECEIVED</b> OREGON LIQUOR CONTROL COMMISSION MAY 28 2019 SALEM REGIONAL OFFICE	<b>OLCC FINANCIAL SERVICES USE ONLY</b>
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OREGON LIQUOR CONTROL COMMISSION

# LIQUOR LICENSE APPLICATION

3. Applicant #1 <i>Amyleigh Sutton</i>		Applicant #2 <i>Tom Elston</i>	
Applicant #3		Applicant #4	
4. Trade Name of the Business (Name Customers Will See) <i>Side Road Cafe</i>			
5. Business Address (Number and Street Address of the Location that will have the liquor license) <i>1140 SE Marlin Ave.</i>			
City <i>Warrenton</i>	County <i>Clatsop</i>	Zip Code <i>97146</i>	
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail)			
City <i>Hammond</i>	State <i>OR</i>	Zip Code <i>97121</i>	
9. Phone Number of the Business Location <i>503 739 6845</i>		Email Contact for this Application <i>Tom@Sideroadcafe.com</i>	
Contact Person for this Application <i>Amyleigh Sutton</i>		Phone Number <i>971 227-3429</i>	
Mailing Address	City <i>Hammond</i>	State <i>OR</i>	Zip Code <i>97121</i>

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

### Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

*Amyleigh Sutton*  
(Applicant #1)

*Tom Elston*  
(Applicant #2)

(Applicant #3)

(Applicant #4)



**OREGON LIQUOR CONTROL COMMISSION  
BUSINESS INFORMATION**

Please Print or Type

Applicant Name: Side Road Cafe LLC Phone: 503 739 6845

Trade Name (dba): Side Road Cafe

Business Location Address: 1140<sup>SE</sup> Marlin Ave

City: Warrenton ZIP Code: 97146

**DAYS AND HOURS OF OPERATION**

**Business Hours:**

Sunday 7am to 10pm  
 Monday 7am to 10pm  
 Tuesday 7am to 10pm  
 Wednesday 7am to 10pm  
 Thursday 7am to 10pm  
 Friday 7am to 10pm  
 Saturday 7am to 10pm

**Outdoor Area Hours:**

Sunday 7am to 10pm  
 Monday 7am to 10pm  
 Tuesday 7am to 10pm  
 Wednesday 7am to 10pm  
 Thursday 7am to 10pm  
 Friday 7am to 10pm  
 Saturday 7am to 10pm

The outdoor area is used for:

- Food service Hours: 7am to 10pm
- Alcohol service Hours: 7am to 10pm
- Enclosed, how \_\_\_\_\_

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

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

Seasonal Variations:  Yes  No If yes, explain: \_\_\_\_\_

**ENTERTAINMENT**

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: \_\_\_\_\_

**DAYS & HOURS OF LIVE OR DJ MUSIC**

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday 6pm to 10pm  
 Saturday 6pm to 10pm

**SEATING COUNT**

Restaurant: 22 Outdoor: 12  
 Lounge: \_\_\_\_\_ Other (explain): 8 / counter / bar stools  
 Banquet: \_\_\_\_\_ Total Seating: \_\_\_\_\_

**OLCC USE ONLY**

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

Investigator Initials: \_\_\_\_\_

Date: \_\_\_\_\_

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

Applicant Signature: [Signature] Date: 5/21/2017

**1-800-452-OLCC (6522)**

[www.oregon.gov/olcc](http://www.oregon.gov/olcc)

(rev. 12/07)

*"Making a difference through excellence of service"*



## CITY OF WARRENTON

### WARRENTON CITY COMMISSION PUBLIC COMMENT CARD

NAME: Tony Faletti

ADDRESS: P.O. Box 188 Warrenton OR 97146 \*Failure to list address will result in  
not being recognized by Commission

EMAIL: \_\_\_\_\_  Subscribe to City Newsletter Email List

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or N) (N)

BRIEFLY DESCRIBE YOUR TOPIC: recycling with Recology

PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING

7-B



## AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission  
FROM: R. Collin Stelzig, P.E., Public Works Director  
DATE: June 11, 2019  
SUBJ: Resolution 2541 – Updated Recycling Rates

### SUMMARY

This is the first reading of Resolution 2541 adopting an updated commingled curbside pickup rate from \$7.38 to \$7.58 a month (every other week pickup) for Fiscal Year 2019-2020. The attached resolution reflects this 2.70% increase and the approved changes to Exhibit A.

### RECOMMENDATION/SUGGESTED MOTION

*" I move to conduct the first reading by title of Resolution No. 2541; Adopting and Setting New Rates for Residential Recycling Services Establishing July 1, 2019 as the Effective Date and Repealing all Resolutions in Conflict."*

### ALTERNATIVE

None Recommended.

### FISCAL IMPACT

This is a pass through to Recology Western Oregon who provides the service.

Approved by City Manager

A handwritten signature in blue ink, reading "Linda Englebert", is written over a horizontal line. The signature is enclosed within a black rectangular box.

**RESOLUTION NO. 2541**

Introduced by All Commissioners

**ADOPTING AND SETTING NEW RATES FOR RESIDENTIAL RECYCLING SERVICES;**

ESTABLISHING July 1, 2019, AS THE EFFECTIVE DATE,

REPEALING

ANY OTHER RESOLUTION IN CONFLICT

**WHEREAS**, Recology Western Oregon, the City's Residential Recycling Service Provider, is instituting an increase in the residential recycling service rates in the City of Warrenton; and

**WHEREAS**, this increase requires an adjustment in user rates to meet City of Warrenton recycling expenses in the City's Sanitation Fund; and

**WHEREAS**, the City of Warrenton Sanitation Department is an enterprise fund and revenues must pay expenses;

**NOW THEREFORE**, The Warrenton City Commission of the City of Warrenton does hereby adopt the following as its Residential Recycling Rates for the City of Warrenton.:

Section 1. The Warrenton City Commission hereby adopts a rate increase for Residential Recycling Rates, listed in Exhibits A for all users of its municipal water service.

Section 2. The rate increase will be 3.5% from \$7.38 to \$7.58 monthly for Residential Recycling Services every other week.

Section 3. This resolution shall affect rates July 1, 2019.

First Reading: June 11, 2019

Second Reading: June 25, 2019

ADOPTED by the City Commission of the City of Warrenton this 25th day of June, 2019.

APPROVED

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

ATTEST

\_\_\_\_\_  
Dawne Shaw, Deputy City Recorder



Ms. Linda Engbretson  
City Manager, City of Warrenton  
PO Box 250 Warrenton, OR 97146

June 29<sup>th</sup>, 2019

Dear Linda:

Please find attached to this letter the following items:

1. Table showing results of the CPI-U (West B/C) for April 2019 vs. April 2018 (the CPI)
2. Rate sheets showing the proposed change to collection rates.

As we presented in our rate application submitted April 1<sup>st</sup>, 2019, we propose to adjust rates for most services by the annual change in the CPI of 2.70% to be effective July 1<sup>st</sup>, 2019. I have separated the various rate classes below:

- a. Recycling Carts & Cardboard Containers (billed directly to the City):
  - i. Carts Current Rate: \$7.38/cart/month New Rate: \$7.58
  - ii. Containers Current Rate: \$36.16/container/month New Rate: \$37.14
- b. License Agreement – Large front-load container and drop box services (billed to customers directly, RWO remits a 7% license fee to the City). New Rates: See attached rate sheets. You will note that the rates for medical waste services have not changed. We negotiated a new agreement with a different vendor, and that has allowed us to keep rates the same for the coming year. We have also increased the rate for Construction and Demolition waste (C&D waste), due to an increase in the fees charged to us by Trails End Recovery.
- c. Yard Debris tip fee at ATS – Current Rate: \$10.82/yard New Rate: \$12.50/yard (15.58% increase), due to an increase in the fees charged to us by Trails End Recovery.
- d. Garbage tip fee for City trucks at the Astoria Transfer Station (ATS)  
Current Rate: \$90.25 /ton New Rate: \$92.96 (3.0% increase)

As you may know, ATS pays Clatsop County \$3.50/ton on inbound trash from all sources to fund the HHW program. With the construction of a permanent facility nearing completion, the County has requested that we increase the surcharge to \$5.00/ton, to help cover the costs of building and operating this facility. This increase is scheduled to be effective July 1<sup>st</sup>, 2019. The increase in disposal expense was included in our projections for the coming rate year, and the rate sheets include an adjustment of 3.0% for the debris box garbage ton rate.

I look forward to attending the Commission meeting on June 11<sup>th</sup>. Please let me know if you have any questions or service issues you want addressed at that time.

Respectfully,

A handwritten signature in blue ink that reads 'Dave Larmouth'.

Dave Larmouth  
Rate Analyst

**Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, April 2019**  
 [1982-84=100, unless otherwise noted]

Area	Pricing Schedule <sup>1</sup>	Percent change to Apr. 2019 from:			Percent change to Mar. 2019 from:		
		Apr. 2018	Feb. 2019	Mar. 2019	Mar. 2018	Jan. 2019	Feb. 2019
U.S. city average.....	M	2.0	1.1	0.5	1.9	1.0	0.6
<b>Region and area size<sup>2</sup></b>							
Northeast.....	M	1.7	0.9	0.4	1.7	0.7	0.5
Northeast - Size Class A.....	M	1.8	0.8	0.3	1.8	0.8	0.4
Northeast - Size Class B/C <sup>3</sup> .....	M	1.5	1.0	0.5	1.5	0.6	0.6
New England <sup>4</sup> .....	M	2.1	1.3	0.4	2.1	0.8	0.9
Middle Atlantic <sup>4</sup> .....	M	1.5	0.7	0.4	1.5	0.7	0.4
Midwest.....	M	1.5	0.9	0.3	1.7	1.3	0.6
Midwest - Size Class A.....	M	1.2	0.6	0.1	1.6	1.1	0.6
Midwest - Size Class B/C <sup>3</sup> .....	M	1.7	1.0	0.5	1.7	1.4	0.6
East North Central <sup>4</sup> .....	M	1.5	0.7	0.3	1.7	1.2	0.4
West North Central <sup>4</sup> .....	M	1.7	1.2	0.4	1.5	1.4	0.9
South.....	M	1.8	1.2	0.5	1.6	1.2	0.7
South - Size Class A.....	M	2.1	1.2	0.6	1.9	1.2	0.6
South - Size Class B/C <sup>3</sup> .....	M	1.6	1.2	0.5	1.5	1.3	0.7
South Atlantic <sup>4</sup> .....	M	2.3	1.3	0.6	2.0	1.4	0.8
East South Central <sup>4</sup> .....	M	0.7	0.8	0.2	1.0	1.2	0.6
West South Central <sup>4</sup> .....	M	1.4	1.2	0.6	1.4	1.0	0.6
West.....	M	2.9	1.2	0.8	2.4	0.7	0.4
West - Size Class A.....	M	3.0	1.3	0.8	2.6	0.7	0.5
West - Size Class B/C <sup>3</sup> .....	M	2.7	1.2	0.9	2.3	0.6	0.3
Mountain <sup>4</sup> .....	M	2.2	1.4	0.7	2.1	0.6	0.6
Pacific <sup>4</sup> .....	M	3.1	1.2	0.8	2.6	0.7	0.4
<b>Size classes</b>							
Size Class A <sup>5</sup> .....	M	2.1	1.0	0.5	2.0	0.9	0.5
Size Class B/C <sup>3</sup> .....	M	1.9	1.1	0.6	1.7	1.0	0.6
<b>Selected local areas</b>							
Chicago-Naperville-Elgin, IL-IN-WI.....	M	0.8	0.0	-0.1	1.5	0.8	0.1
Los Angeles-Long Beach-Anaheim, CA.....	M	3.3	1.6	1.0	2.7	0.7	0.6
New York-Newark-Jersey City, NY-NJ-PA.....	M	1.6	0.6	0.3	1.6	0.5	0.3
Atlanta-Sandy Springs-Roswell, GA.....	2	2.5	1.4				
Baltimore-Columbia-Towson, MD <sup>6</sup> .....	2	2.6	1.7				
Detroit-Warren-Dearborn, MI.....	2	1.0	0.6				
Houston-The Woodlands-Sugar Land, TX.....	2	1.8	1.1				
Miami-Fort Lauderdale-West Palm Beach, FL.....	2	2.2	0.8				
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2	1.9	1.3				
Phoenix-Mesa-Scottsdale, AZ <sup>7</sup> .....	2	2.3	1.4				
San Francisco-Oakland-Hayward, CA.....	2	4.0	1.2				
Seattle-Tacoma-Bellevue, WA.....	2	2.4	0.5				
St. Louis, MO-IL.....	2	1.0	1.0				
Urban Alaska.....	2	2.7	0.6				
Boston-Cambridge-Newton, MA-NH.....	1				2.1	0.5	
Dallas-Fort Worth-Arlington, TX.....	1				2.7	1.1	
Denver-Aurora-Lakewood, CO.....	1				1.4	1.3	
Minneapolis-St. Paul-Bloomington, MN-WI.....	1				2.3	1.4	
Riverside-San Bernardino-Ontario, CA <sup>4</sup> .....	1				2.8	0.7	
San Diego-Carlsbad, CA.....	1				2.2	0.5	
Tampa-St. Petersburg-Clearwater, FL <sup>8</sup> .....	1				1.7	1.9	
Urban Hawaii.....	1				1.8	0.5	
Washington-Arlington-Alexandria, DC-VA-MD-WV <sup>6</sup> .....	1				1.6	0.7	

<sup>1</sup> Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.  
 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

<sup>2</sup> Regions defined as the four Census regions.

7-C



## AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission  
FROM: R. Collin Stelzig, P.E., Public Works Director  
DATE: June 11, 2019  
SUBJ: Water Rates and Fees

### SUMMARY

Rate resolutions are considered over two meetings to give the public the opportunity to comment. This is the first reading.

The Budget Committee approved a 5% monthly water rate increase for Fiscal Year 2019-2020. Resolution 2542 Exhibit A reflects these increases. The resolution also includes modifications to the wording in Exhibit B to reconcile the resolution to Ordinance 1222 and update the costs for administrative services and fees. The attached exhibit to Resolution 2542 reflects the rate increase and the modifications.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to conduct the first reading of Resolution No. 2542; Adopting Water Department Rates and Fees, Establishing July 1, 2019, as the Effective Date, and Repealing any Other Resolution in Conflict. "*

### ALTERNATIVE

None Recommended.

**FISCAL IMPACT**

The Budget Committee approved the 5% rate increase for the Proposed 2019-2020 Budget.

Approved by City Manager

A handwritten signature in blue ink, reading "Linda Espelbo", is written over a horizontal line. The signature is cursive and extends to the right of the line.

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

**RESOLUTION NO. 2542**  
Introduced by All Commissioners  
**ADOPTING WATER DEPARTMENT RATES AND FEES;**  
ESTABLISHING July 1, 2019, AS THE EFFECTIVE DATE,  
REPEALING  
ANY OTHER RESOLUTION IN CONFLICT

**WHEREAS**, the City of Warrenton Water Department is an enterprise fund and revenues must pay expenses; and

**WHEREAS**, the City of Warrenton provides water services to customers both inside and outside the city limits; and

**WHEREAS**, the City of Warrenton needs to update its water rates and administrative fees.

**WHEREAS**, the Warrenton Budget Committee approved a 5% Water Department monthly rate increase during its Fiscal Year 2019-2020 Budget process; and

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

Section 1. The Warrenton City Commission hereby adopts the attached schedule of water rates, listed in Exhibits A for all users of its municipal water service.

Section 2. The Warrenton City Commission hereby adopts the attached schedule of connection and administrative fees, listed in Exhibit B, for all users of its municipal water service.

Section 3. Any fees, charges, taxes or penalties that are assessed, requested or required by this resolution are deemed by the Warrenton City Commission to not be subject to the limits of Section 11b, Article XI of the Oregon Constitution and will be adopted according to Section 1(b)(e) and Section 2 of ORS 310.145.

Section 4. This resolution shall effect rates July 1, 2019.

First Reading: June 11, 2019  
Second Reading: June 25, 2019

ADOPTED by the City Commission of the City of Warrenton this 25th day of June, 2019.

APPROVED

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

ATTEST

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

**City of Warrenton  
Monthly Water Service Rates  
Effective 7/1/19**

EXHIBIT A

**Monthly water service rates for customers of the water system shall be a combination of the following:**

**Base Rate:** Every account shall pay a base rate per month, according to the size of the meter, to include a consumption allowance of 2,000 gallons per month. All customers are subject to the monthly "ready-to-serve" base rate, regardless of consumption:

<b>Base Rate</b>				
<b>Meter Size (inches)</b>	<b>Inside City</b>		<b>Outside City</b>	
3/4	\$	31.41	\$	47.07
1	\$	36.39	\$	54.57
1 1/2	\$	48.72	\$	73.08
2	\$	63.57	\$	95.34
3	\$	103.24	\$	154.84
4	\$	147.80	\$	221.67
6	\$	271.50	\$	407.28
8	\$	420.04	\$	630.06
10	\$	593.39	\$	890.10

**Volume Rate:** Every meter shall pay a volume rate, according to customer class, for every thousand gallons of metered consumption:

<b>Volume Rate</b>				
<b>Range/Customer Class</b>	<b>Inside City</b>		<b>Outside City</b>	
<b>0 to 2,000 gallons:</b>				
Residential / Multi Family	\$	-	\$	-
Commercial	\$	-	\$	-
Industrial	\$	-	\$	-
Institutional	\$	-	\$	-
Government	\$	-	\$	-
City of Gearhart	\$	-	\$	-
<b>2,001 gallons and over:</b>				
Residential / Multi Family	\$	4.45	\$	6.72
Commercial	\$	6.67	\$	9.95
Industrial	\$	7.91	\$	11.90
Institutional	\$	5.42	\$	8.17
Government	\$	8.38	\$	12.57
City of Gearhart	\$	8.38		n/a

EXHIBIT B

City of Warrenton

Water Department Installation and Administrative Fees

INSTALLATIONS

Meter Size	Equivalent Meter Ratios	Capacity Allowance (GPD)	Connection Fee Base Rate*
¾"	1.0	690	\$1,300.00
1"	1.7	1,173	\$1,500.00
1 ½"	3.3	2,277	\$1,148.00
2"	5.3	3,657	\$1,844.00
3"	10.0	6,900	\$3,480.00
4"	16.7	11,523	\$5,812.00
6"	33.3	22,977	\$11,588.00
8"	53.3	36,777	\$18,548.00
10"	76.7	52,923	\$26,692.00

\*Actual costs for a full-service connection installation above connection fee base rate will be billed to the applicant after installation is complete.

INSTALLATION ADMINISTRATION FEES

\*\*Connection for which the owner has provided all infrastructure improvements for complete installation other than the meter and tailpiece.

Each subdivision lot for single-family or manufactured dwelling (meter only by City)	¾" \$500.00 ** 1" \$600.00 **
Each living unit in a multi-family dwelling, accessory building, each separate unit in a commercial, industrial, or institutional structure unless each unit has its own separate water meter.	\$ 210.00
Each RV space (in complex with a master meter)	\$ 160.00
Administrative fees for Requests for Information on water availability not associated with a proposed project or pre-application.	\$ 50.00

SERVICE CALL

Call requested by customer In-City	\$ 20.00
Call requested by customer Outside-City	\$ 30.00
Final Read In-City	\$ 20.00
Final Read Outside-City	\$ 30.00
Emergency After Hours Fee	\$ 150.00

LATE CHARGES

Additional charge for late payment NOT RECEIVED by 5:00 pm on last business day of each month	\$ 3.00
Door hanger penalty on Past-Due Accounts	\$ 33.00
Shutoff penalty on Past-Due Accounts	\$ 120.00

METER REMOVAL

Cancelled Account	\$ 75.00
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VACANCY/VACATION CHARGES

Temporary Billing Suspension Fee - Off	\$ 100.00
Temporary Billing Suspension Fee - On	\$ 100.00

MISCELLANEOUS CHARGES

Lien Searches	\$ 15.00
Returned Payment Fee Payment	\$ 35.00
Inaccessible to Read Penalty (daily)	\$ 100.00
Unauthorized Use Penalty (each)	\$ 1,000.00

HYDRANT METER CHARGES

Hydrant Meter Deposit	\$ 500.00
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7-D



## AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission  
FROM: R. Collin Stelzig, P.E., Public Works Director  
DATE: June 11, 2019  
SUBJ: Sanitary Sewer Rates

### SUMMARY

The Budget Committee approved a 4 % monthly sanitary sewer rate increase for Fiscal Year 2019-2020. The attached Resolution No. 2543 reflects this increase.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to conduct the first reading of Resolution No. 2543; Adopting sanitary sewer Department Rates and Fees, Establishing July 1, 2019, as the Effective Date, and Repealing any Other Resolution in Conflict. "*

### ALTERNATIVE

None Recommended.

### FISCAL IMPACT

This item is in the proposed revenues for the 2019-2020 Fiscal Year Budget and has been approved for adoption by the Budget Committee.

Approved by City Manager

A handwritten signature in blue ink, reading "Linda Eghelston", is written over a horizontal line. The signature is enclosed in a black rectangular box.

**RESOLUTION NO. 2543**  
Introduced by All Commissioners

**ADOPTING SEWER DEPARTMENT MONTHLY RATES**  
ESTABLISHING July 1, 2019, AS THE EFFECTIVE DATE  
REPEALING  
ANY OTHER RESOLUTION IN CONFLICT

**WHEREAS**, the City of Warrenton Sanitary Sewer Department is an enterprise fund and revenues must pay expenses; and

**WHEREAS**, the City of Warrenton provides sewer services to customers both inside and outside (Shoreline Sanitary District) its city limits; and

**WHEREAS**, the City of Warrenton needs to update its sewer rates to keep up with increasing costs and debt service; and

**WHEREAS**, the Warrenton Budget Committee approved a 4% Sewer Department Monthly Rate Increase during its Fiscal Year 2019-2020 Budget Process.

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

1. The Warrenton City Commission hereby adopts the attached schedule of monthly sewer rates, listed in Exhibit A for all users of its municipal sewer service.
2. This resolution shall effect rates July 1, 2019.

Adopted by the City Commission of the City of Warrenton this 11th day of June 2019

First Reading: June 11, 2019

Second Reading: June 25, 2019

APPROVED

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

ATTEST

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

**City of Warrenton  
Monthly Sewer Service Rates  
Effective 7/1/19**

**Monthly sewer service rates for customers of the sewer system shall be a combination of the following:**

**Base Rate:** Every unit shall pay a base rate per month, according to customer class. All customers are subject to the monthly "ready-to-serve" base rate:

<b>Base Rate</b>	
<b>Class</b>	<b>Rate</b>
Single Unit	\$ 60.62
Metered	\$ 60.62
Bio-Oregon	\$ 175.06
Warrenton Deep Sea	\$ 66.07
Fort Stevens	\$ 4,983.05
Pacific Coast Seafoods	\$ 220.83
Point Adams	\$ 358.20
Warrenton Boat Yard-Industrial Waste Permitted Use	\$ 92.24
Shoreline Sanitary District	\$ 75.77

**Volume Rate:** Accounts classified as "metered" sewer customers shall pay a volume rate for every thousand gallons of metered water consumption:

<b>Volume Rate</b>	
<b>Class</b>	<b>Rate</b>
<b>0 to 5,000 gallons:</b>	
Metered	\$ -
<b>5,001 gallons and over:</b>	
Metered	\$ 8.52



7-E

AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Richard Stelzig, Public Works Director  
DATE: June 11, 2019  
SUBJ: Bid Award – 2018 Warrenton Paving Improvements Project

SUMMARY

A public bid opening was held on May 23<sup>rd</sup> 2019 for the above referenced public works project. Bayview Transit Mix, Inc. was the lowest responsive bidder.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motions;

"I move to approve awarding the contract for the 2018 Warrenton Paving Improvements Project to Bayview Transit Mix, Inc. for the amount of \$237,483.

"I move to authorize the Mayors signature on the 2018-2019 Paving and Maintenance Program contract documents"

ALTERNATIVE

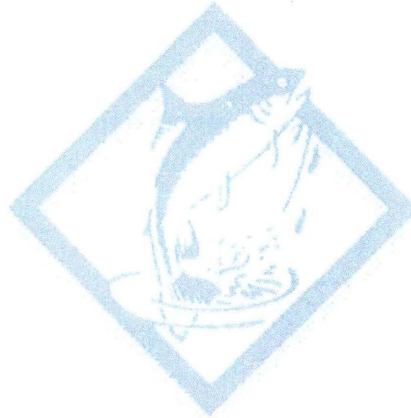
- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

FISCAL IMPACT

\$350,000 is budgeted for this project in the State Tax Street Fund.

Approved by City Manager:

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

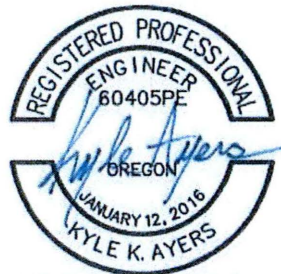


## CITY OF WARRENTON, OREGON

**2018-2019 PAVING and MAINTENANCE PROGRAM**

**Project No. 040-431-371000 (CIP)**

### **CONTRACT DOCUMENTS and TECHNICAL SPECIFICATIONS**



RENEWAL DATE: DECEMBER 31, 2019

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

Prepared By:  
Otak, Inc.  
Attention: Kyle Ayers, PE  
Project Manager  
808 SW Third Avenue, Suite 300  
Portland, OR 97204  
Phone: 503.470.9841

April 2019

Otak Project No. 18970.000



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**ATTACHMENT:**

City of Warrenton Map "2018-2019 Pavement MAINTENANCE PROGRAM\_OVERLAYS"

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## CONTRACT DOCUMENTS

### INVITATION TO BID

Sealed bids for the **2018-2019 Paving Maintenance Program** will be received and accepted via the online electronic bid services through QuestCDN vBid ([www.questcdn.com](http://www.questcdn.com)) until **2:00 P.M.**, Pacific Standard Time, on **May 23, 2019** for the Owner, City of Warrenton, 45 SW 2<sup>nd</sup> Street, Warrenton, Oregon 97146, at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time. All bidders shall submit, electronically, separately, within two working hours of the bid opening time, on the bid date, a completed First-Tier Subcontractor Disclosure Form in compliance with ORS 279C.370.

The work of this project will take place in 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 streets below with a 2" Asphalt overlay. The work will be accomplished in the Spring-Summer of 2019.

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

1. Clean street to be overlaid of loose rock, dirt, dust
2. Add tack coat to clean dry street per specifications
3. Overlay 2" per specifications, 8 Streets, with shoulder rock

NOTE: The intent of this contract is to provide a 2" compacted AC overlay drive surface to 8 streets.

**IMPORTANT:** Complete digital project bidding documents are available at <http://www.questcdn.com>. You may download the digital plan documents for \$30 by inputting Quest project #6262237 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. Please contact Kyle Ayers, P.E., at (503) 812-3732 if you have any questions. No paper documents will be accepted.

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

A pre-bid conference will not be held.

Bid security in the amount of not less than 10% of the bid must accompany each bid in accordance with the Instructions to Bidders. The online bid must be completed and submitted, all addenda acknowledged, and acknowledgement uploaded to the site, and a copy of the bid bond uploaded to the site. If a copy of the bid bond is uploaded, the original must be provided to the City after the bid opening but before the end of business on **Thursday, May 23, 2019**. 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 streets below with a 2" Asphalt overlay. The work will be accomplished in the Spring-Summer of 2019.

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

1. Clean street to be overlaid of loose rock, dirt, dust
2. Add tack coat to clean dry street per specifications
3. Overlay 2" per specifications, 8 Streets, with shoulder rock

**NOTE:** The intent of this contract is to provide a 2" compacted AC overlay drive surface to 8 streets.

### 2. CONTRACT DOCUMENTS:

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

### 3. ADDENDA AND INTERPRETATIONS:

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

Every request for such interpretation should be emailed to Kyle Ayers, P.E., the Engineer for Otak, Inc., email: [kyle.ayers@otak.com](mailto:kyle.ayers@otak.com) and to be given consideration must be received at least four days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered via messenger or facsimile transmission to all prospective bidders not later than 72 hours prior to the bid opening, at the respective addresses furnished for such purposes.

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

### 4. TIME OF COMPLETION:

The work to be performed under this contract shall be completed within 90 calendar days after the date of written Notice to Proceed by the Owner to the Contractor with such extensions of time as provided for in the General Conditions.

### 5. QUALIFICATIONS OF BIDDER AND SUBCONTRACTOR:

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

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

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

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

6. CONDITIONS OF WORK:

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

7. BIDDER'S REPRESENTATION:

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

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

8. PREBID MEETING:

A pre-bid conference will not be held.

9. DISCLOSURE OF FIRST-TIER SUBCONTRACTORS:

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

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

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

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

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement project is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract

amount of a first-tier subcontractor furnishing labor or furnishing labor and materials on the contract, if awarded, whose subcontract value would be greater than or equal to:

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

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

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

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

#### 10. PREPARATION OF BIDS:

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

#### 11. BID SECURITY:

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

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

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

#### 13. SUBMISSION OF BIDS:

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

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

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

#### 15. UNBALANCED BIDS:

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

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

16. CONSIDERATION OF BIDS:

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

17. SECURITY FOR FAITHFUL PERFORMANCE:

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

18. POWER OF ATTORNEY:

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

19. LAWS AND REGULATIONS:

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

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

20. EXECUTION OF CONTRACT:

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

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

## BID FORM

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

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

1. The undersigned Bidder, in compliance with your invitation for bids, including the ADVERTISEMENT FOR BIDS and the INSTRUCTIONS TO BIDDERS, for  
**2018-2019 PAVING MAINTENANCE PROGRAM**  
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 0 through 0. 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 Bayview Asphalt Inc.

Address PO BOX 619

Seaside, OR 97138

Federal Employer I.D. No. 93-1267387

State Employer I.D. No. 1055452-6

State C.C.B. Registration No. 63551


Telephone (503)738-5466

FAX No. (503)738-9517

By   
(Signature)

Name Timothy E. Wirkkala  
(Please Print)

Title Operations Manager

If Corporation, Attest   
(Secretary of Corporation)

Dated this 23 day of May, 2019

City of Warrenton - 2018 PAVING (#6262237)

Owner: City of Warrenton

Solicitor: Otak - Oregon Coast

05/23/2019 02:00 PM PDT

Section	Titl	Line	Item	Code	Item Description	UofM	Engineer Estimate		Bayview Transit Mix, INC	
							Quantity	Unit Price	Extension	Unit Price
BASE BID								\$0.00		\$237,483.00
		1			1 Mobilization, Bond, Traffic Control	LS	1		\$16,000.00	\$16,000.00
		2			2 Furnish & Install 2"Overlay, compacted, per set limits and specifications - JETTY ST, HAMMOND	TONS	82		\$130.00	\$10,660.00
		3			3 Furnish & Install 2"Overlay, compacted, per set limits and specifications - SIXTH AVE, HAMMOND	TONS	184		\$113.00	\$20,792.00
		4			4 Furnish & Install 2"Overlay, compacted, per set limits and specifications - PACIFIC DR (SHORT), HAMMOND	TONS	34		\$160.00	\$5,440.00
		5			5 Furnish & Install 2"Overlay, compacted, per set limits and specifications - PACIFIC DR (LONG), HAMMOND	TONS	781		\$104.00	\$81,224.00
		6			6 Furnish & Install 2"Overlay, compacted, per set limits and specifications - 5TH ST NE, WARRENTON	TONS	520		\$105.00	\$54,600.00
		7			7 Furnish & Install 2"Overlay, compacted, per set limits and specifications - 11TH ST SE, WARRENTON	TONS	103		\$118.00	\$12,154.00
		8			8 Furnish & Install 2"Overlay, compacted, per set limits and specifications - MAIN CT SE, WARRENTON	TONS	129		\$122.00	\$15,738.00
		9			9 Furnish & Install 2"Overlay, compacted, per set limits and specifications - 13TH PL SE, WARRENTON	TONS	46		\$150.00	\$6,900.00
		10			10 Furnish & Install Shoulder Rock for overlays (3/4"-0")	CY	65		\$215.00	\$13,975.00
Base Bid Total:								\$0.00		\$237,483.00

BID BOND

We, Bayview Asphalt, Inc. as "Principal,"  
(Name of Principal)  
Travelers Casualty and Surety Company  
and of America an Connecticut Corporation,  
(Name of Surety)

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

Ten (10%) of the Total Amount Bid — 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:

2018-2019 PAVING MAINTENANCE PROGRAM

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 23rd day of May, 2019.

PRINCIPAL: Bayview Asphalt, Inc. SURETY: Travelers Casualty and Surety Company of America

By [Signature]  
Signature

BY ATTORNEY-IN-FACT:

Operations Manager  
Official Capacity

Susan B. Larson  
Name

Attest: [Signature]  
Corporation Secretary

[Signature]  
Signature

2233 112th Ave NE  
Address

Bellevue WA 98004  
City State Zip

(425) 709-3600 (425) 709-7467  
Phone Fax

**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Susan B. Larson, of Bellevue, Washington, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of May, 2019



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3600.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

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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: 2018-2019 PAVING MAINTENANCE PROGRAM

BID #: 6262237 BID CLOSING: Date: May 23, 2019 Time: 2:00 [ ]AM [x]PM
REQUIRED DISCLOSURE DEADLINE: Date: May 23, 2019 Time: 4:00 [ ]AM [x]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:

Table with 3 columns: SUBCONTRACTOR NAME, CATEGORY OF WORK, DOLLAR VALUE. Row 1 contains 'NONE' in the name column.

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): Bayview Asphalt Inc.

Contact Name: Timothy E. Wirkkala Phone #: 503-738-5466

**AGREEMENT**

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

**CITY OF WARRENTON**

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

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

**ARTICLE I - Scope of the Work**

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

**2018-2019 PAVING MAINTENANCE PROGRAM**

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

- a. Advertisement for Bids
- b. Instructions to Bidders
- c. Bid Form
- d. Bid Bond
- e. First-Tier Subcontractor Disclosure Form
- f. Agreement
- g. General Conditions to the Agreement
- h. Performance Bond
- i. Payment Bond
- j. Notice of Award
- k. Notice to Proceed
- l. All Change Orders issued after execution of this Agreement
- m. Drawing prepared by City of Warrenton, 2018-2019 PAVEMENT MAINTENANCE PROGRAM\_OVERLAYS, with project limits set in field. (Map at end of Technical Specifications)
- n. Specifications prepared or issued by Otak, Inc., dated May 2019.
- o. Addenda:

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

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

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

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

## ARTICLE II - Time of Completion

The work to be performed under this contract shall be commenced within 10 calendar days after the date of written notice by the Owner to the Contractor to proceed. The written notice to proceed shall be issued within 10 days following receipt of the acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded. Substantial completion shall be achieved not later than 90 calendar days following the date of the written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

## ARTICLE III – Liquidated Damages

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Specifications" - The directions, requirements, explanations, terms and provisions pertaining to the various

features of the work to be done, the manner and method of performance, and the manner and method of measurement and payment. The specifications include such directions, requirements and explanations as appear on the plans.

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

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

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

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

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

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

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

## 1.2 ABBREVIATIONS:

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

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

ODOT - Oregon State Department of Transportation  
PCA - Portland Cement Association  
UBC - Uniform Building Code  
UL - Underwriter's Laboratories, Inc.  
WWPA - Western Wood Products Association

## **GC-2 BID REQUIREMENTS**

### **2.1 INCLUSION OF BID IN CONTRACT:**

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

## **GC-3 AWARD AND EXECUTION OF CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.6 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT:

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

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

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

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

certified payroll statements as required by ORS 279C.845.

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

### 3.7 EXECUTION OF CONTRACT:

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

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

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

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

### 4.2 DEVIATION FROM THE PLANS:

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

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

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

The apparent silence of the specifications and plans as to any detail or the apparent omission from them of a

detailed description concerning any point, shall be regarded as meaning that only the best general practice is to prevail and that only approved material and workmanship of first quality are to be used.

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

#### 4.4 PLANS, SHOP AND SUPPLEMENTAL DRAWINGS:

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

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

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

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

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

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

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

#### 4.5 INCREASED OR DECREASED QUANTITIES:

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

#### 4.6 CHANGES IN WORK:

##### 4.6.01 Changes Requested by the Contractor:

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

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

##### 4.6.02 Changes Initiated by the Owner:

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

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

#### 4.7 CHANGED CONDITIONS:

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

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

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

#### 4.8 EXTRA WORK:

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

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

Change order pricing, provided by the Contractor, shall be commensurate with the Bid, Schedule of Unit Prices. If requested by the Engineer, the Contractor shall supply a Schedule of Unit Values detailing the component breakdown of the provided unit prices within the Bid. The Schedule of Unit Values shall detail all labor, equipment, materials, profit and overhead associated with each component of the unit price, as requested or directed by the Engineer. These supplied values will be 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 so as to provide the time needed for such work to be accomplished during the progress of the improvement.

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

#### 5.8 SURVEY SERVICE:

No actual construction staking in the field will be done for this project. 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 bench marks without the consent of the Engineer, and shall notify the Engineer and bear the expense of replacing any that may be disturbed without permission. Replacement shall be done by a registered land surveyor at no expense to the Owner.

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

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

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

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

#### 5.11 VERBAL AGREEMENTS:

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

#### 5.12 UNAUTHORIZED AND DEFECTIVE WORK:

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

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

#### 5.13 CLEANUP:

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

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

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

#### 5.14 FINAL TRIMMING OF WORK:

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

#### 5.15 FINAL CLEAN UP:

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

#### 5.16 FINAL INSPECTION:

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

all certificates, bills, forms and documents have been properly submitted, such inspection shall constitute the final inspection.

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

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

#### 5.17 OWNERSHIP AND USE OF DOCUMENTS:

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

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

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

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

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

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

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

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

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

## 6.2 TESTS OF MATERIALS:

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

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

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

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

## 6.3 STORAGE OF MATERIALS:

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

## 6.4 DEFECTIVE MATERIALS:

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

## 6.5 ORDERING MATERIALS:

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

## 6.6 MATERIALS FURNISHED BY THE OWNER:

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

## 6.7 MANUFACTURER'S DIRECTIONS:

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

#### 6.8 EQUIPMENT APPROVAL DATA:

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

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

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

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

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

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

#### 6.9 GUARANTEE PERIOD:

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

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

#### 7.1 LAWS AND REGULATIONS:

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

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

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

The Contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by

employees of the number of hours per day and days per week that the employees may be required to work.

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

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

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

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

Federal Agencies

Department of Agriculture

Forest Service

Natural Resources Conservation Service

Department of Defense

Army Corps of Engineers

Department of Energy

Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services Department

Department of Housing and Urban Development

Department of the Interior

Bureau of Land Management

Bureau of Reclamation

U. S. Geological Survey

U.S. Fish and Wildlife Service

Department of Labor

Occupation Safety and Health Review Commission

Water Resources Council

Oregon State Agencies

Department of Agriculture

Soil and Water Conservation Commission

Department of Energy

Department of Environmental Quality

Department of Fish and Wildlife

Department of Fish and Wildlife

Division of State Lands

Water Resources Department

Department of Fish and Wildlife

Local Agencies  
City Councils

Board of County Commissioners

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

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

800 NE Oregon Street, Suite 1045  
Portland, OR 97232  
or via their website at [www.oregon.gov/BOLI](http://www.oregon.gov/BOLI)

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

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

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

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

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

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

## 7.2 PERMITS AND LICENSES:

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

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

## 7.3 PATENTED DEVICES, MATERIALS, AND PROCESSES:

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

agents (including the Engineer) from all claims of and suits or Sections for infringements of patents.

#### 7.4 USE OF PREMISES:

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

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

#### 7.5 COOPERATION WITH OTHER CONTRACTORS:

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

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

#### 7.6 LABOR AND EQUIPMENT:

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

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

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

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

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

#### 7.7 PUBLIC SAFETY AND CONVENIENCE:

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

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

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

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

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

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

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

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

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

#### 7.9 SAFEGUARDING OF EXCAVATIONS:

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

#### 7.10 USE OF EXPLOSIVES:

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

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

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

#### 7.11 PERSONAL SAFETY:

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

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

The duty of the Engineer to conduct construction reviews of the Contractor's performance is not intended to include a review of the adequacy of the Contractor's safety measures in, on or near the construction site. All accidents causing death or serious injuries, or damages shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, giving full details and statements of witnesses.

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

#### 7.12 PROTECTION OF WORK AND PROPERTIES:

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

At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, water, gas, other pipeline and power companies, or are adjacent to other property, damage to which might result in material expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection of the interests of the Owner, as well as any interest that a third party may have therein, have been made.

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

#### 7.13 RESTORATION OF DAMAGED PROPERTY:

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

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

#### 7.14 RESPONSIBILITY FOR DAMAGES:

The Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by or that may result from any act, omission, or neglect of the

Contractor, the Contractor's Subcontractors, or their employees in the performance of the work to be done under this contract.

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

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

#### 7.15 TRESPASS:

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

#### 7.16 CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

#### 7.17 NO WAIVER OF LEGAL RIGHTS:

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

#### 7.18 INSURANCE:

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

7.18.02 Contractor - The Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of

the work and Contractor's other obligations under the contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable.

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

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

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

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

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

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

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

#### 7.19 PAYMENT OF OBLIGATIONS:

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

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

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

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

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

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

#### 7.20 SUIT OR ACTION:

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

## GC-8 PROSECUTION AND PROGRESS

### 8.1 PROSECUTION OF WORK:

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

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

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

### 8.2 LIMITATIONS OF OPERATIONS:

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

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

### 8.3 CONTRACTOR TO HAVE REPRESENTATIVE ON WORK:

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

### 8.4 TEMPORARY SUSPENSION OF THE WORK:

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

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

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

#### 8.5 PROTECTION OF WORK DURING SUSPENSION:

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

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

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

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

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

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

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

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

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

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

#### 8.7 EARLY TERMINATION:

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

#### 8.8 ANNULMENT AND CANCELLATION OF CONTRACT:

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

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

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

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

#### 8.9 USE OF COMPLETED OR UNCOMPLETED PORTIONS:

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

#### 8.10 RIGHT OF OWNER TO DO WORK:

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

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

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

#### 8.12 LEGAL ACTIONS CONCERNING THE WORK:

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

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

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

#### 8.13 CERTIFICATE OF COMPLIANCE:

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

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

#### 8.14 COMPLETION AND ACCEPTANCE:

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

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

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

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

### **9.1 MEASUREMENT OF QUANTITIES:**

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

### **9.2 SCOPE OF PAYMENT:**

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

### **9.3 ALTERATION IN DETAILS OF CONSTRUCTION:**

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

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

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

### **9.4 QUANTITIES AND LUMP SUM PRICES:**

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

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

When extra work is ordered by the Engineer to be done on a force account basis (either by the Contractor or an approved Subcontractor), such work will be paid for on the basis of the actual cost to the Contractor or Subcontractor for labor cost, material cost and equipment cost plus an allowance of 15% thereof. This allowance is to cover the costs of administration, general superintendence, other overhead, bonds, anticipated profit, and the

use of small tools and equipment for which no rental is allowed. Where said work is performed by an approved Subcontractor, an additional 5% will be allowed the Contractor for administration and supervision of the Subcontractor's work.

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

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

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

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

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

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

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

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

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

#### 9.6 FORCE ACCOUNT BILLS:

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

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

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

#### 9.7 ELIMINATED ITEMS:

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

#### 9.8 PROGRESS PAYMENTS:

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

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

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

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

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

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

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

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

#### 9.9 ADVANCES ON MATERIALS:

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

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

#### 9.10 ALLOWANCE FOR MATERIALS LEFT ON HAND:

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

#### 9.11 FINAL PAYMENT:

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

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

#### 9.12 ACCEPTANCE OF FINAL PAYMENT:

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

#### 9.13 SUSPENSION OF PAYMENTS:

No partial or final payment shall be made as long as any order made by the Engineer to the Contractor in accordance with the specifications remains uncompleted 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: **2018-2019 PAVING MAINTENANCE PROGRAM**

\_\_\_\_\_ (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 \_\_\_\_\_, 2019

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

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

PAYMENT BOND

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

Solicitation   N/A  

Project Name **CITY OF WARRENTON 2018-2019 PAVING MAINTENANCE PROGRAM**

\_\_\_\_\_ (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 \_\_\_\_\_, 2019

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

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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



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# TECHNICAL SPECIFICATIONS

## DIVISION ONE – GENERAL REQUIREMENTS

### SECTION 101 – SUMMARY OF WORK

#### 101.1 THE PROJECT:

The work for 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: Furnish and Install a 2" Asphalt overlay to eight (8) City streets in Hammond and Warrenton. The work will be accomplished in the Spring-Summer of 2019.

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

1. Cleaning road surface.
2. Adding tack coat.
3. Adding 2" overlay to eight (8) City Streets in Hammond and Warrenton, with shoulder rock.

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, Collin Stelzig, Public Works Director, (503)-861-0917 or Kyle Sharpsteen, (503) 298-9306.

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

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

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

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

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

### **104.2 CUTTING AND PATCHING:**

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

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

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

104.2.03 Existing Conditions – After uncovering work, the Contractor shall inspect the existing conditions and report to the Engineer any unsatisfactory or questionable conditions to the Engineer. The Contractor shall not proceed with further work 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 Mix (3 week lead time, prior to application)
5. 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 10 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 insure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights which shall be suitably distributed across the roadway and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be suitably painted to increase their visibility at night. Failure of the Engineer to notify the Contractor to maintain barriers, lights, signals, or flagmen shall not relieve the Contractor from this responsibility.

In conjunction with the required general traffic control work, the Contractor shall furnish and maintain the temporary signs and ODOT Type III barricades, 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 along S. Hemlock Street 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 "Mobilization."

### **END OF SECTION 157**

## **SECTION 160 – MATERIALS AND EQUIPMENT**

#### 160.1 TRANSPORTATION AND HANDLING:

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

#### 160.2 STORAGE AND PROTECTION:

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

#### 160.3 PRODUCT SUBSTITUTIONS AND OPTIONS:

160.3.01 Substitutions – 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 "Mobilization".

## 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 ¾ 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 prior to placing on 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 cubic yard truck measure basis for the item "Furnish and Install Shoulder Rock" to the limits called out by these specifications and 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 three (3) weeks prior to construction. Unless otherwise specified, the number of copies of submittal information that the Contractor shall submit shall be the number of copies that the Contractor requires to be returned plus two copies that will be retained by the Engineer.

### 250.2 MATERIALS:

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

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

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

- (a) Asphalt Cement - Provide asphalt cement conforming to the requirement of ODOT's publication "Standard Specifications for Asphalt Materials". Copies of the publication are available from ODOT's

website. The applicable Specifications are those contained in the current publication on the date the Project is advertised. Use the grade of asphalt that is specified.

(b) Asphalt Cement Additives - Use standard recognized asphalt cement additive products that are of known value for the intended purpose and approved for use on the basis of laboratory tests and capable of being thoroughly mixed. Do not use asphalt cement additives that have detrimental effects on the asphalt material. Do not use silicones as an additive. Add the following asphalt cement additives when required by the JMF:

- Anti-stripping asphalt cement additives to prevent stripping or separation of asphalt coatings from Aggregates to satisfy the TSR specified in 00744.13.
- Asphalt cement admixtures used to aid in the mixing or use of asphalt mixes.

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

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

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

### 250.3 CONSTRUCTION:

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

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

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

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

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

250.3.05 Tack coat asphalt shall be applied to existing bituminous and Portland cement concrete surfaces prior to placing asphalt concrete per ODOT Standard Specifications. A tack coat is not required

before placing ACP on Aggregate bases. Apply the Emulsified Asphalt with a pressure distributor conforming to ODOT Standard Specification, 00730.22, unless otherwise allowed. Apply the Emulsified Asphalt to the prepared surface at a rate between 0.05 and 0.20 gallons per square yard as directed and with the Emulsified Asphalt temperature between 140°F and 185°F as recommended by the manufacturer. Application rates for tack coat diluted according to ODOT Standard Specification 00730.11 will be increased as necessary to provide the same amount of residual asphalt as the application rates specified above.

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

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

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

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

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

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

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

#### 250.4 MEASUREMENT AND PAYMENT:

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

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

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

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

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

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

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

**END OF SECTION 250**

**SECTION 258 – PAVEMENT MARKINGS**

258.1 DESCRIPTION:

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

258.2 MATERIALS:

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

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

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

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

Size Gradation	% Retained
1400 µm (14 U.S. mesh)	0-3%
1180 µm (16 U.S. mesh)	2-10%

1000 µm (18 U.S. mesh)	10-30%
850 µm (20 U.S. mesh)	30-60%
600 µm (30 U.S. mesh)	50-80%
500 µm (35 U.S. mesh)	60-85%
355 µm (45 U.S. mesh)	95-100%
250 µm (60 U.S. mesh)	98-100%

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

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

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

258.2.01E Thickness – The material shall be supplied at a minimum thickness of 125 mills (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 mcd·m<sup>-2</sup>·lx<sup>-1</sup> for white and 300 mcd·m<sup>-2</sup>·lx<sup>-1</sup> 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**

**END OF DIVISION TWO**

**END OF TECHNICAL SPECIFICATIONS**

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7-F

## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Collin Stelzig, Public Works Director  
DATE: June 11, 2019  
SUBJ: Approval of proposal for Head Start Siding Repair

### SUMMARY:

We have received only one proposal for the Head Start Siding Repair Project. This proposal was from John Wilson Construction in the amount of \$58,105. Due to the nature of the potential dry rot damage a Mandatory Pre-Bid conference was held on April 30<sup>th</sup>, 2019. John Wilson Construction was the only firm in attendance at the meeting.

### RECOMMENDATION/SUGGESTED MOTION

"I move to accept the proposal from John Wilson Construction \$58,105.00"

### ALTERNATIVE

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

### FISCAL IMPACT

\$30,000 dollars in budgeted for this project in the current fiscal year with an additional \$30,000 in the 2019-2020 fiscal year in the Facility Maintenance Fund 035-410-371007.

Approved by City Manager:

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

**CITY OF WARRENTON  
CONTRACT FOR SERVICES**

**CONTRACT:**

This Contract made and entered into this 11<sup>th</sup> day of June 2019, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and John Wilson Construction, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

**WITNESSETH**

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

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

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

1. CONTRACTOR SERVICES: (Title: Head Start Siding Repair)

- A. CONTRACTOR shall provide services for the CITY, as outlined in its attached Bid, dated May 8, 2019 from Mr. John Wilson, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, solicitation document, and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$ 58,105 for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a final invoice referencing Head Start Siding Repair for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, OR, CONSULTANT may submit invoice via email to [ap@ci.warrenton.or.us](mailto:ap@ci.warrenton.or.us). City pays net 21 upon receipt of invoice.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be John Wilson.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the

beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

**A. Commercial General Liability.** Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and Advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be

written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

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

**C. Additional Insured.** The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, Contractor shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

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

16. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

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

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

18. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the



**BID FORM**  
**CITY OF WARRENTON**  
**HEADSTART SIDING REPAIR PROJECT 2019**

BASE BID ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL AMT
<i>Permits &amp; Dump Fees</i>				<i>4,500</i>
Mobilization	1	Lump Sum	\$	\$ <i>1260.00</i>
South Wing, East Wall: Tear off and disposal of old siding and trim. Install new fiber cement siding and trim. (per manufactures specs) Including all materials	1	Lump Sum	\$	\$ <i>15,360.00</i>
East Wing, South Wall: Tear off and disposal of old siding and trim. Install new fiber cement siding and trim. (per manufactures specs) including all materials	1	Lump Sum	\$	\$ <i>21,540.00</i>
Replace In-kind Interior Window Trim	200	Lineal Ft	\$	\$ <i>2,770</i>
Dry Rot repair (Sheathing Only)	800	Sq/ft	\$	\$ <i>3,095</i>
Dry Rot Repair (Sheathing, Framing, Interior, Sheetrock, Trim, insulation, electrical, plumbing, sill plates, etc.)	200	Sq/ft	\$	\$ <i>3,200</i>
Paint all restored trim and siding	1	Lump Sum	\$	\$ <i>6,380.00</i>
<b>TOTAL</b>				<b>\$ <i>58105</i></b>

ADDITIVE BID ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL AMT
Additional exterior trim that needs to be replaced on other parts of the building (non-South Wing, East Wall or East Wing, South Wall) Approx. 100'	100	Lineal Ft		<i>2,240.00</i>
Repair/ replace failing windows 4'6"-2'6" X 3 4.5'-2.5' with slider X 1 1'3"-5'7" X 1 1'6"-4'6" X 3 (See Bid Photos for actual Window Locations)	1	Lump Sum	\$	\$ <i>2,850.00</i> <i>&amp; replacing 8 seals only.</i>
<b>TOTAL</b>				<b>\$ <i>5,090.00</i></b>

*Total 63,195.00*

The undersign bidder hereby represents as follows: That this bid is made without connections with any person, firm or corporation making a bid for same, and is in all respects fair and without collusion or fraud.

The undersigned is  YES  NO a resident bidder, as defined in ORS 279A.120 (Check One)

The bidder acknowledges receiving and incorporating changes described in Addenda No. 1 through 6.

John Wilson Construction 5/8/19  
BIDDING COMPANY DATE  
[Signature] owner  
BIDDER'S SIGNATURE TITLE

BIDDING COMPANY MAILING ADDRESS: P.O. Box 167  
CITY, STATE, ZIP CODE: Honolulu HI 9721  
TELEPHONE NUMBER: 503 440 7070  
CORPORATION:  YES  NO  
TAX NUMBER OR SOCIAL SECURITY NUMBER: 93-1059230  
CONTRACTOR BOARD NO. 74898



7-G

## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Collin Stelzig, Public Works Director  
DATE: June 11, 2019  
SUBJ: Head Start Siding Repair Change Order 1

### SUMMARY:

We have met and discussed the lease and bids for the repairs of the Head Start building with both the operators of the facility (Community Action Team/CAT) and the bidder John Wilson Construction (JWC) to negotiate options for moving this project forward. It was agreed that CAT would take responsibility for the painting and any windows that may need repaired. JWC is open and agreeable to this solution. When meeting with JWC it was realized that the trim around the interior windows may be the responsibility of CAT as well. We have contacted CAT to discuss this additional change but have not come to an agreement yet. There may be an additional reductive change order for these repairs as well.

### RECOMMENDATION/SUGGESTED MOTION

"I move to approve Change Order 1 for the Head Start repair project.

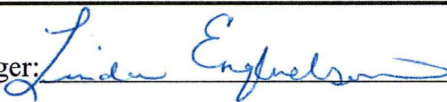
### ALTERNATIVE

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

**FISCAL IMPACT**

Removal of this Bid item is a reduction in the contract amount by \$6,380 to the contract with John Wilson Construction.

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "Linda Engelson", is written over a horizontal line.

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

City of Warrenton –  
 Project: 035-410-371007

Section \_  
 Change Order Form

## Change Order No. 1

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Owner	CITY OF WARRENTON		
Project:	Head Start Siding Repair	City Project #:	035-410-371001
Engineer:	City Prepared	Engineer's Proj. #:	N/A
Contractor:	John Wilson Construction	Contractor's #:	
Contract:		Date of Contract:	
City Project Manager:	Collin Stelzig, Public Works Director		
<i>The Contract Documents are modified as follows upon execution of this Change Order:</i>			

Description:

**Work shall include:**

- 1. Remove Bid Item "Paint all restored trim and siding"**

Attachments:

N/A

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 58,105 \_\_\_\_\_

Increase of this Change Order:

(\$6,380) \_\_\_\_\_

Contract Price incorporating this Change Order:

\$ 51,725 \_\_\_\_\_

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:     Working days     Calendar days

Substantial completion (days): N/A

Ready for final payment (days): N/A

Increase this Change Order:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times with all approved Change Orders:

Substantial completion (days): N/A

Ready for final payment (days): N/A

The above prices and specifications of the change order are satisfactory and are hereby accepted. This change order amount and extension of time constitutes total compensation for the change, including compensation for all impacts and delays relating to the change and their cumulative effect on the project to date. All work shall be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

<p><b>RECOMMENDED</b></p> <p>By: _____          Engineer (Authorized Signature)</p> <p>Date: _____</p>	<p><b>ACCEPTED:</b></p> <p>By: _____          Owner/Title (Authorized Signature)</p> <p>Date: _____</p>	<p><b>ACCEPTED:</b></p> <p>By: _____          Contractor (Authorized Signature)</p> <p>Date: _____</p>
--	---	--

Approved by Funding Agency (if applicable): \_\_\_\_\_  
 Agency: \_\_\_\_\_ Name, Title \_\_\_\_\_ Date: \_\_\_\_\_

You are hereby directed to make the herein described changes from the plans and/or specifications or perform the above described work not included in the plans and/or specifications of this contract.

**Project Status Form:**

Project Name: Head Start Siding Repair				
Project Budget: \$60,000				
Original Contract Amount: \$58,105				
Notice to Proceed Date:				
Original Completion Date:				
Original Contract Time:				
Project Location:				
Change Orders	C.O. Amount/ Allowance Amt.	C.O. Days	Commission Date	REASON FOR CHANGE
Revision Date	New Total	New Total	New Comp. Date	
#1	\$51,725	0	September 4 <sup>th</sup> 2019	To reduce total project cost.
#2				
#3				
#4				
#5				
#6				
#7				
#8				
Project Summary	Contract amount	Contract days	Completion Date	



7-H

**Finance Department  
Agenda Memorandum**

To: The Honorable Mayor and Members of the Warrenton City Commission  
From: April Clark  
Finance Director  
Date: June 11, 2019

**Regarding: Consideration of Resolution No. 2546 Adopting and Setting Rental Rates and Fees for the Warrenton Community Center effective July 1, 2019**

**SUMMARY:**

The current rate structure and a history of rental rates is attached.

In preparation of the 2019-2020 budget, the Warrenton Community Center Advisory Board recommended a \$1.00 increase to daily rental rates and a corresponding percent increase to the all day rates, effective July 1, 2019.

On June 25, 2019, the Commission will be asked to adopt the 2019-2020 budget and rates approved by the Warrenton Budget Committee.

Staff has attached Resolution No. 2546, which reflects a recommended 2.1% increase to the current rental rates for the Meeting Room with Kitchen and 2.7% increase for the Meeting Room Only.

**RECOMMENDATION:**

Move to Approve Resolution No. 2546 Adopting and Setting Rental Rates and Fees for the Warrenton Community Center effective July 1, 2019.

**ALTERNATIVE:**

Maintain the current fee structure with no increases.

**FISCAL IMPACT:**

This rate increase will help support current and future operations and keep pace with inflation.

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

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

## Warrenton Community Center

### RATE STRUCTURE Effective July 1, 2018

	PER HOUR	ALL DAY RATE
<b>FACILITY RENTAL:</b>		
MEETING ROOM WITH KITCHEN	47.00	422.00
MEETING ROOM ONLY*	37.00	297.00
* (Includes minimal use of kitchen for beverage service)		
(Please see General Rules and Guidelines for further clarification of the above rates)		
<b>SUPPLY RENTAL:</b>		
SILVER PUNCH BOWL	15.00	
SILVER PLATTER	10.00	
CHAFING DISH SMALL (DOES NOT INCLUDE STERNO)	10.00	
CHAFING DISH LARGE (DOES NOT INCLUDE STERNO)	15.00	
DANCE FLOOR (12' x 12')	60.00	PER DAY
LAMPS	2.50	EACH
<b>DEPOSITS:</b>		
KEY	10.00	EACH
CLEANING and CANCELLATION	75.00	
ADDITION TO CLEANING DEPOSIT FOR BAR SET UP	125.00	
<b>DISCOUNTS:</b>		
LONG TERM USE OF FACILITY: MONDAY - FRIDAY ONLY:	25%	
A RENTER THAT BOOKS THE FACILITY ON A WEEKLY BASIS FOR A MINIMUM DURATION OF 3 MONTHS MAY TAKE A 25% DISCOUNT. ALL RENTAL FEES FOR THE RENTAL PERIOD MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE		
A RENTER THAT BOOKS THE FACILITY ON A MONTHLY BASIS FOR A MINIMUM DURATION OF 6 MONTHS MAY TAKE A 25% DISCOUNT. ALL RENTAL FEES FOR THE RENTAL PERIOD MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE		
<b>CLEANING FEE:</b>		
PER HOUR RATE FOR CLEANING	25.00	
<b>CANCELLATION FEES:</b>		
Upon cancellation, deposits will be refunded based on the following notification dates at the percentage rate stated:		
30 days or more notification prior to rental date	100%	
29 - 15 days notification prior to rental date	50%	
14 - 0 days notification prior to rental date	0%	

Warrenton Community Center  
Hourly Rates

Effective Date	prior to 1/22/2003	1/22/2003	7/1/2005	7/1/2006	7/1/2007	7/1/2008	7/1/2012	7/1/2013	7/1/2014	7/1/2017	7/1/2018	Proposed*
												7/1/2019
Meeting Room	15.00											
Meeting Room w/kitchen <sup>1</sup>		28.00	28.00	29.00	30.00	31.00	32.00	35.00	40.00	45.00	47.00	48.00
Meeting Room w/o kitchen <sup>2</sup>		17.50	18.00	19.00	20.00	21.00	22.00	25.00	30.00	35.00	37.00	38.00
Resolution No.	none	2039	2119	2148	2186	2227	2363	2396	2409	2489	2520	
Percentage increase <sup>1</sup>		87%	0%	4%	3%	3%	3%	9.4%	14.3%	12.5%	4.4%	2.1%
Percentage increase <sup>2</sup>								13.6%	20.0%	16.7%	5.7%	2.7%
As proposed by the Budget Committee												
w/kitchen									359	404	422	431
w/o kitchen									241	281	297	305

**RESOLUTION NO. 2546**

Introduced by All Commissioners

**ADOPTING AND SETTING RENTAL RATES AND FEES FOR THE  
WARRENTON COMMUNITY CENTER**

The City of Warrenton hereby resolves as follows:

WHEREAS, the Warrenton Community Center is a mostly self-supporting special revenue fund of the City of Warrenton, and

WHEREAS, revenues are generated by user fees to sustain operating and some capital costs of the Community Center,

Be it resolved that the Warrenton City Commission hereby adopts the following fees and rates for all users of the Warrenton Community Center. The charges which shall be paid by all users of the Community Center are set forth in Exhibit 1.

This resolution shall become effective July 1, 2019.

**PASSED** by the Warrenton City Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**APPROVED** by the Mayor of the City of Warrenton this \_\_\_\_\_ day of \_\_\_\_\_, 2019

First Reading:        June 11, 2019

Second Reading:     June 25, 2019

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

Warrenton Community Center

EXHIBIT 1

**RATE STRUCTURE**  
Effective July 1, 2019

	<u>PER HOUR</u>	<u>ALL DAY RATE</u>
<b>FACILITY RENTAL:</b>		
MEETING ROOM WITH KITCHEN	48.00	431.00
MEETING ROOM ONLY*	38.00	305.00
* (Includes minimal use of kitchen for beverage service)		

(Please see General Rules and Guidelines for further clarification of the above rates)

**SUPPLY RENTAL:**

SILVER PUNCH BOWL	15.00	
SILVER PLATTER	10.00	
CHAFING DISH SMALL (DOES NOT INCLUDE STERNO)	10.00	
CHAFING DISH LARGE (DOES NOT INCLUDE STERNO)	15.00	
DANCE FLOOR (12' x 12')	60.00	PER DAY
LAMPS	2.50	EACH

**DEPOSITS:**

KEY	10.00	EACH
CLEANING and CANCELLATION	75.00	
ADDITION TO CLEANING DEPOSIT IF ALCOHOL ON PREMISES	125.00	

**DISCOUNTS:**

LONG TERM USE OF FACILITY: MONDAY - FRIDAY ONLY: 25%

A RENTER THAT BOOKS THE FACILITY ON A WEEKLY BASIS FOR A MINIMUM DURATION OF 3 MONTHS MAY TAKE A 25% DISCOUNT. ALL RENTAL FEES FOR THE RENTAL PERIOD MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE

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**CLEANING FEE:**

PER HOUR RATE FOR CLEANING 25.00

**CANCELLATION FEES:**

Upon cancellation, deposits will be refunded based on the following notification dates at the percentage rate stated:

30 days or more notification prior to rental date	100%
29 - 15 days notification prior to rental date	50%
14 - 0 days notification prior to rental date	0%



7-I

## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Dawne Shaw, City Recorder  
DATE: June 11, 2019  
SUBJ: Resolution No. 2539; Clarifying Resolution No. 2401, Updating System Development Charges, Adopting Methodology Therefore and Repealing Resolution No. 2362

### SUMMARY

The first reading of Resolution No. 2539 was held at the May 28 City Commission meeting. This Resolution clarifies the intent of Resolution No. 2401, which updated System Development Charges in 2012 and adopted the methodology prepared and presented by the City's consultant. The adopted methodology included a recommendation to annually adjust SDCs by the Construction Cost Index for Seattle but was not explicitly stated in the text of the Resolution. Resolution 2539 clarifies that the City's intent was to periodically modify SDCs per recommendations within the methodology, including by applying the Construction Cost Index for Seattle if desired. It should be noted; by applying the index since SDCs were last updated (October 2013), the City's SDCs are still lower than year 1 SDCs recommended in 2012. The adjustment for a single family dwelling is \$649.

A resolution updating fees is typically considered over two meetings in order to provide the public the opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the second reading of Resolution No. 2539, by title only."

"Resolution No. 2539; A Resolution Clarifying the Intent of Resolution No. 2401, Updating System Development Charges, Adopting the Methodology Therefore and Repealing Resolution No. 2362."

"I move to adopt Resolution No. 2539."

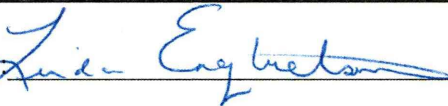
ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

An across the board increase in SDCs

Approved by City Manager

A handwritten signature in blue ink, appearing to read "Linda Engstrom", is written over a horizontal line.

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

RESOLUTION NO. 2539

A RESOLUTION CLARIFYING THE INTENT OF RESOLUTION NO. 2401; *UPDATING SYSTEM DEVELOPMENT CHARGES, ADOPTING THE METHODOLOGY THEREFORE AND REPEALING RESOLUTION NO. 2362*

WHEREAS, Oregon Revised Statutes Chapter 223 and Warrenton Municipal Code Chapter 3.36 authorize the collection of Systems Development Charges; and

WHEREAS, the City Commission retained Financial Consulting Solutions Group, Inc., in 2011 to develop an SDC methodology to recommend fees for water, wastewater, stormwater, transportation, and parks; and

WHEREAS, the City Commission received the final report in 2012 and Resolution No. 2401 adopted updated SDCs for water, wastewater, stormwater, transportation, and parks; and

WHEREAS, Resolution No. 2401 adopted the methodology which included the recommendation to update SDCs *with the provision for annual adjustment based on the Construction Cost Index for Seattle*; and

WHEREAS, Resolution No. 2401 states *SDCs may from time to time be modified by resolution of the City Commission*;

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Warrenton that its intent in adopting Resolution No. 2401 included the provision for an annual adjustment of SDCs using the Construction Cost Index for Seattle.

BE IT FURTHER RESOLVED that SDCs for Water, Wastewater, Stormwater, Transportation, and Parks for the City of Warrenton are hereby reflected as defined in Exhibit A, which applies the Construction Cost Index for Seattle – May 2019, and that an annual adjustment based on the Construction Cost Index for Seattle - May is hereby authorized beginning the first day of each July (the fiscal year), unless otherwise amended or repealed by resolution.

This Resolution takes effect July 1, 2019.

Adopted by the City Commission of the City of Warrenton this 25<sup>th</sup> day of June, 2019.

APPROVED:

\_\_\_\_\_  
Henry Balensifer III, Mayor

ATTEST:

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

EXHIBIT A  
SYSTEM DEVELOPMENT CHARGE SCHEDULE  
7/1/2019

Water Meter Size	SDC
3/4"X5/8"	\$ 1,304
1"	\$ 3,264
1.5"	\$ 6,528
2"	\$ 10,445
3"	\$ 20,887
4"	\$ 32,639
6"	\$ 65,275
8"	\$ 104,441
10"	\$ 163,188
Sewer Water Meter Size	
3/4"X5/8"	\$ 1,304
1"	\$ 3,262
1.5"	\$ 6,523
2"	\$ 10,439
3"	\$ 20,875
4"	\$ 32,619
6"	\$ 65,236
8"	\$ 104,377
10"	\$ 163,091
Stormwater Per EDU	\$ 155
Transportation Per PHPT	\$ 517
SFD	\$ 793
Parks Per DU	\$ 593

RESOLUTION NO. 2539

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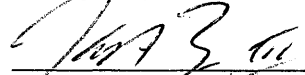
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APPROVED:

  
\_\_\_\_\_  
Henry Balensifer III, Mayor

ATTEST:

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

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7/1/2019

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