

CONTRACT DOCUMENTS

FOR

**CITY OF TILLAMOOK
SEWER REHABILITATION PROJECT
CDBG PROJECT No. P18004**

**Work under this contract will be funded in its entirety with federal grant funds from
the Oregon Community Development Block Grant Program**

February 2020

Engineer:

Otak, Inc.

Attn: Keith Buisman, P.E.
808 SW Third Ave, Suite 800
Portland, OR 97204
Phone: (503) 415-2337
Fax: (503) 415-2304
keith.buisman@otak.com

Owner:

City of Tillamook

Attn: Liane Welch, P.E. City Engr.
210 Laurel Avenue
Tillamook, Oregon 97141
Phone: (503) 374-1812
Fax: (503) 842-3445
lwelch@tillamookor.gov

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**DIVISION 1 -
INVITATION TO BID AND BID DOCUMENTS**

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**City of Tillamook
Invitation to Bid**

Sealed bids for the **City of Tillamook Sewer Rehabilitation Project** will be received by Liane Welch, City Engineer, for the Owner, City of Tillamook, at 210 Laurel Avenue Tillamook, Oregon 97141 until **2:00 p.m., Pacific Daylight Time, on March 18th, 2020** at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time, and no electronic or facsimile submittals will be accepted. All bidders shall submit, in a separate, sealed envelope, within two working hours of the bid opening, a completed First-Tier Subcontractor Disclosure Form in compliance with ORS 279C.370.

In general, the elements of work include sewer pipeline rehabilitation in east Tillamook. The work will be accomplished between late Spring 2020 and early Fall 2020. Specific elements of work include, but are not limited to:

Gravity sewer pipeline rehabilitation: removal and replacement of existing sewer mains and reconnection of laterals; cured-in-place lining; new sanitary sewer manholes, cleanouts, and backwater valves; testing and video inspection of sewer pipes; road paving and restoration of lawns disturbed by installation of sewer main and laterals; concrete flat work, curbs, drives, sidewalks impacted by installation of sewer main and laterals.

Electronic Copies of the contract documents can be obtained free of charge at the following link:

- www.tillamookor.gov/ - the main page "City News and Public Notices"

This project will be funded in its entirety with federal grant funds from the Oregon Community Development Block Grant program (#P18004). This contract is for Public Work, subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 276(a)). Contractors submitting bids are required to be registered with the Construction Contractor's Board. No prequalification will be required.

Minority, Women & Emerging Small Businesses, as well as Section 3 businesses are encouraged to submit bids for this project. Contractors will be responsible to ensure that economic opportunities, to the greatest extent feasible, follow Section 3 Requirements 24 CFR Part 135.1 and Section 3 Clause 24 CFR Part 135.38, and follow the City of Tillamook's Section 3 Plan. Documentation indicating the bidder's plan to meet the Section 3 hiring requirements must accompany each bid in accordance with the Instructions to Bidders.

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the City of Tillamook shall complete the "Certification For Business Concerns Seeking Section 3 Preference In Contracting and Demonstration of Capability" form, in accordance with the Instructions to Bidders. As pertaining to this project, certifications for Section 3 preference for business concerns must be submitted to the Section 3 Coordinator no later than 4:00 p.m., Pacific Daylight Time, March 11, 2020 at 210 Laurel Avenue Tillamook, OR 97141.

Contractor has not and will not discriminate against minorities, women or emerging and small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employees a disabled veteran as defined in ORS 408.225.

Bid security in the amount of not less than 10% of the bid must accompany each bid in accordance with the Instructions to Bidders. Owner may reject any bid not in compliance with proscribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375(3)(b) and may reject for good cause any or all bids after finding that doing so is in the public interest. The Owner reserves the right to waive any bid irregularities or informalities.

A pre-bid conference will not be held. 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.

All bidders must register with City Project Manager, Liane Welch at lwelch@tillamookor.gov so that any Addendum will get to registered bidders.

By Order of the
City of Tillamook

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INSTRUCTIONS TO BIDDERS

1. THE PROJECT:

The work for this project consists of rehabilitating a portion of the east side gravity sewer system. The work will be accomplished between Spring 2020 and Fall 2020.

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

GRAVITY SEWER PIPELINE REHABILITATION IN EAST TILLAMOOK

1. Removal and replacement of existing sewer mains and laterals, and reconnection of laterals
2. Trenchless rehabilitation including cured-in-place lining
3. New sanitary sewer manholes, cleanouts, and backwater valves
4. Road paving and restoration of lawns disturbed by installation of sewer main and laterals
5. Testing and video inspection of sewer pipes
6. Concrete flat work, curbs, drives, sidewalks impacted by installation of sewer main and laterals

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., the 2018 version of the Oregon Standard Specification for Construction, Section 3 Plan and all Addenda issued prior to and all Change Orders issued after execution of this Agreement.

3. ADDENDA AND INTERPRETATIONS:

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

Every request for such interpretation should be in writing and either addressed or emailed to the City Engineer:

- Liane Welch, P.E., City Engineer, City of Tillamook, 210 Laurel Avenue, Tillamook, OR 97141, (503) 374-1812, lwelch@tillamookor.gov

To be given consideration, requests 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 email 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 by October 15, 2020 for all work except final paving, with final paving being completed by November 16, 2020.

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 ORS 279B.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 in a separate sealed envelope, a completed First-Tier Subcontractor Disclosure Form within two working hours after the date and time of the bid opening. The separate envelope must be clearly labeled "FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM" and shall be marked with the bidder's name, address and project title. The list shall identify any first-tier subcontractors that will be furnishing labor or furnishing labor and materials meeting the minimum amount specified in ORS 279C.370. A bidder shall submit the required disclosure form either with its bid submission or within two working hours after the date and time of the bid closing deadline.

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

The bidder is specifically advised that any person, firm or party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. The Contractor shall notify the Owner in writing of all proposed

changes in subcontractors prior to making any changes in subcontractors. No subcontractor doing work in excess of 5% of the total amount of the bid, but at least \$15,000, and who is not listed on the disclosure form shall be used without the written approval of the Owner.

Instructions for First-Tier Subcontractor Disclosure Form

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

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

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

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

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

10. PREPARATION OF BIDS:

Bids shall be submitted on the attached Bid Form. All blanks must be appropriately filled in. Where so indicated by the 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.

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.

11. 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.

12. SUBMISSION OF BIDS:

Each bid must be submitted in a sealed envelope marked:

"BID ENCLOSED"

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and bearing on the outside the name and address of the bidder. For mailed bids, this sealed envelope may be enclosed in a mailing envelope addressed to the Owner. Bids shall be submitted at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids (the bid closing deadline) will be returned

unopened. Oral, telephonic, faxed, or telegraphic submissions of bids are invalid and will not receive consideration.

13. 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 on 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).

For this federally funded project, all bidders shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a) as described in Division 2 section 6.1.04 of the contract documents. 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.

21. SECTION 3 REQUIREMENTS AND BID SUBMITTAL:

It is the policy of the City of Tillamook to require its contractors to make a good faith effort to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment. The bidder's commitment to satisfy Section 3 resident hiring requirements will be a factor used in determining whether the bidder is "responsive"

All prospective bidders must include a plan to meet Section 3 hiring requirements as part of their bid. This plan shall be either:

- 1.) A Section 3 Opportunities Plan and Certification, or
- 2.) A separate schedule which indicates its commitment to meet the Section 3 resident hiring requirements.

If a bidder fails to submit a Section 3 Opportunities Plan and Certification or a separate schedule and the related data along with the bid, such bid will be declared as "non-responsive". A copy of the City's Section 3 Plan, which includes mandatory instructions and forms for developing a Section 3 Opportunities Plan and Certification, is included in Division 4 of these Contract Documents.

If a bidder elects to submit a separate schedule in lieu of a Section 3 Opportunities Plan and Certification, this plan, at a minimum, must include the following:

- a. A signed statement on company letterhead indicating the bidder's intent to comply with the City's Section 3 plan
- b. A schedule showing how compliance with the City's Section 3 hiring requirements will be achieved by dates certain.

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BID FORM

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

To City of Tillamook
[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

City of Tillamook Sewer Rehabilitation Project P18004

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 _____. The Bidder further certifies, under penalty of perjury, that the Bidder is, to the best of the Bidder's knowledge, not in violation of any tax laws described in ORS 305.380 (4).
4. The Bidder acknowledges receipt of the following Addenda numbered _____ through _____. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing date for receiving bids.
5. The Bidder agrees to comply with all the Federal, State and Local laws, ordinances, rules and regulations that are pertinent to construction contracts of this character even though such laws may not have been quoted or referred to in the contract documents.
6. Upon receipt of written Notice of Award, Bidder will execute the Agreement attached within 10 calendar days and deliver a Surety Bond or Bonds as required by the contract documents. The Bid Security accompanying this bid is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
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 in accordance with the Schedule of Contract Prices as follows:

City of Tillamook Sewer Rehabilitation Project #P18004

Base Bid					
Item	Description	Quantity	Units	Unit Cost	Total for Item
1.	MOBILIZATION	1	LS		
2.	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3.	SEDIMENT FENCE	2,582	FOOT		
4.	INLET PROTECTION	29	EACH		
5.	EROSION CONTROL MAINTENANCE	1	LS		
6.	CONSTRUCTION SURVEY WORK	1	LS		
7.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
8.	REMOVE EXISTING MANHOLE	6	EACH		
9.	REMOVE EXISTING MANHOLE – ALLOWANCE	4	EACH		
10.	REMOVE EXISTING INLET	4	EACH		
11.	SAWCUT	8,769	FOOT		
12.	CIPP LINER, 8 INCH	0	FOOT		
13.	SERVICE LINE RECONNETION	12	EACH		
14.	LATERAL LINER ASSEMBLY	0	EACH		
15.	MAINLINE VIDEO INSPECTION	4,051	FOOT		
16.	4 INCH SANITARY SEWER LATERAL	1,403	FOOT		
17.	SANITARY SEWER SERVICE BACKWATER VALVE	0	EACH		
18.	8 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
19.	8 INCH SANITARY SEWER PIPE, 10 FT DEPTH	2,032	FOOT		
20.	8 INCH SANITARY SEWER PIPE, 20 FT DEPTH	681	FOOT		
21.	10 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
22.	10 INCH SANITARY SEWER PIPE, 10FT DEPTH	0	FOOT		
23.	10 INCH SANITARY SEWER PIPE, 20 FT DEPTH	1,338	FOOT		
24.	PIPE TEES, 8x4 INCH	51	EACH		
25.	PIPE TEES, 10x4 INCH	31	EACH		
26.	SANITARY SEWER SERVICE CLEANOUT	70	EACH		
27.	CONNECTION TO EXISTING STRUCTURES	14	EACH		

(Base Bid continued)					
Item	Description	Quantity	Units	Unit Cost	Total for Item
28.	TRENCH RESURFACING (AC PAVEMENT)	2,031	SQYD		
29.	TRENCH GRADE TO SURFACE (GRAVEL)	135	SQYD		
30.	SIDEWALK REPLACEMENT	7,640	SQFT		
31.	CURBTIGHT RESIDENTIAL DRIVEWAY	144	SQFT		
32.	VERTICAL CURB	1,528	FOOT		
33.	CATCH BASIN (CG-2)	4	EACH		
34.	CONCRETE SANITARY SEWER MANHOLES	7	EACH		
35.	CONCRETE SANITARY SEWER MANHOLES (60 INCH ID)	1	EACH		
36.	EXTRA FOR INSIDE DROP	1	EACH		
37.	EXTRA FOR MANHOLES OVER EXISTING SEWERS	1	EACH		
38.	CONCRETE SANITARY SEWER MANHOLES - ALLOWANCE	4	EACH		
39.	REPLACE EXISTING WATER SERVICE	0	EACH		
TOTAL BASE BID					

**City of Tillamook Sewer Rehabilitation Project #P18004
(add 1: Pine)**

Add 1 Pine					
Item	Description	Quantity	Units	Unit Cost	Total for Item
1.	MOBILIZATION	1	LS		
2.	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3.	SEDIMENT FENCE	200	FOOT		
4.	INLET PROTECTION	3	EACH		
5.	EROSION CONTROL MAINTENANCE	1	LS		
6.	CONSTRUCTION SURVEY WORK	1	LS		
7.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
8.	REMOVE EXISTING MANHOLE	0	EACH		
9.	REMOVE EXISTING MANHOLE – ALLOWANCE	1	EACH		
10.	REMOVE EXISTING INLET	0	EACH		
11.	SAWCUT	413	FOOT		
12.	CIPP LINER, 8 INCH	0	FOOT		
13.	SERVICE LINE RECONNETION	8	EACH		
14.	LATERAL LINER ASSEMBLY	0	EACH		
15.	MAINLINE VIDEO INSPECTION	325	FOOT		
16.	4 INCH SANITARY SEWER LATERAL	47	FOOT		
17.	SANITARY SEWER SERVICE BACKWATER VALVE	0	EACH		
18.	8 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
19.	8 INCH SANITARY SEWER PIPE, 10 FT DEPTH	0	FOOT		
20.	8 INCH SANITARY SEWER PIPE, 20 FT DEPTH	325	FOOT		
21.	10 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
22.	10 INCH SANITARY SEWER PIPE, 10FT DEPTH	0	FOOT		
23.	10 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
24.	PIPE TEES, 8x4 INCH	10	EACH		
25.	PIPE TEES, 10x4 INCH	0	EACH		
26.	SANITARY SEWER SERVICE CLEANOUT	2	EACH		

(Add 1 Pine continued)					
Item	Description	Quantity	Units	Unit Cost	Total for Item
27.	CONNECTION TO EXISTING STRUCTURES	4	EACH		
28.	TRENCH RESURFACING (AC PAVEMENT)	73	SQYD		
29.	TRENCH GRADE TO SURFACE (GRAVEL)	77	SQYD		
30.	SIDEWALK REPLACEMENT	0	SQFT		
31.	CURBTIGHT RESIDENTIAL DRIVEWAY	0	SQFT		
32.	VERTICAL CURB	0	FOOT		
33.	CATCH BASIN (CG-2)	0	EACH		
34.	CONCRETE SANITARY SEWER MANHOLES	0	EACH		
35.	CONCRETE SANITARY SEWER MANHOLES (60 INCH ID)	0	EACH		
36.	EXTRA FOR INSIDE DROP	0	EACH		
37.	EXTRA FOR MANHOLES OVER EXISTING SEWERS	0	EACH		
38.	CONCRETE SANITARY SEWER MANHOLES - ALLOWANCE	1	EACH		
39.	REPLACE EXISTING WATER SERVICE	0	EACH		
TOTAL ADD 1 PINE					

**City of Tillamook Sewer Rehabilitation Project #P18004
(add 2: Spruce)**

Add 2 Spruce					
Item	Description	Quantity	Units	Unit Cost	Total for Item
1.	MOBILIZATION	1	LS		
2.	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3.	SEDIMENT FENCE	0	FOOT		
4.	INLET PROTECTION	0	EACH		
5.	EROSION CONTROL MAINTENANCE	1	LS		
6.	CONSTRUCTION SURVEY WORK	1	LS		
7.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
8.	REMOVE EXISTING MANHOLE	6	EACH		
9.	REMOVE EXISTING MANHOLE – ALLOWANCE	0	EACH		
10.	REMOVE EXISTING INLET	0	EACH		
11.	SAWCUT	1,037	FOOT		
12.	CIPP LINER, 8 INCH	0	FOOT		
13.	SERVICE LINE RECONNETION	0	EACH		
14.	LATERAL LINER ASSEMBLY	0	EACH		
15.	MAINLINE VIDEO INSPECTION	972	FOOT		
16.	4 INCH SANITARY SEWER LATERAL	43	FOOT		
17.	SANITARY SEWER SERVICE BACKWATER VALVE	0	EACH		
18.	8 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
19.	8 INCH SANITARY SEWER PIPE, 10 FT DEPTH	0	FOOT		
20.	8 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
21.	10 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
22.	10 INCH SANITARY SEWER PIPE, 10FT DEPTH	972	FOOT		
23.	10 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
24.	PIPE TEES, 8x4 INCH	0	EACH		
25.	PIPE TEES, 10x4 INCH	4	EACH		
26.	SANITARY SEWER SERVICE CLEANOUT	4	EACH		

(Add 2 Spruce continued)					
Item	Description	Quantity	Units	Unit Cost	Total for Item
27.	CONNECTION TO EXISTING STRUCTURES	0	EACH		
28.	TRENCH RESURFACING (AC PAVEMENT)	201	SQYD		
29.	TRENCH GRADE TO SURFACE (GRAVEL)	226	SQYD		
30.	SIDEWALK REPLACEMENT	0	SQFT		
31.	CURBTIGHT RESIDENTIAL DRIVEWAY	0	SQFT		
32.	VERTICAL CURB	0	FOOT		
33.	CATCH BASIN (CG-2)	0	EACH		
34.	CONCRETE SANITARY SEWER MANHOLES	6	EACH		
35.	CONCRETE SANITARY SEWER MANHOLES (60 INCH ID)	0	EACH		
36.	EXTRA FOR INSIDE DROP	0	EACH		
37.	EXTRA FOR MANHOLES OVER EXISTING SEWERS	0	EACH		
38.	CONCRETE SANITARY SEWER MANHOLES - ALLOWANCE	0	EACH		
39.	REPLACE EXISTING WATER SERVICE	0	EACH		
TOTAL ADD 2 SPRUCE					

**City of Tillamook Sewer Rehabilitation Project #P18004
(add 3: Hawthorne)**

Add 3 Hawthorne					
Item	Description	Quantity	Units	Unit Cost	Total for Item
1.	MOBILIZATION	1	LS		
2.	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3.	SEDIMENT FENCE	0	FOOT		
4.	INLET PROTECTION	7	EACH		
5.	EROSION CONTROL MAINTENANCE	1	LS		
6.	CONSTRUCTION SURVEY WORK	1	LS		
7.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
8.	REMOVE EXISTING MANHOLE	0	EACH		
9.	REMOVE EXISTING MANHOLE – ALLOWANCE	2	EACH		
10.	REMOVE EXISTING INLET	0	EACH		
11.	SAWCUT	4,063	FOOT		
12.	CIPP LINER, 8 INCH	0	FOOT		
13.	SERVICE LINE RECONNETION	8	EACH		
14.	LATERAL LINER ASSEMBLY	0	EACH		
15.	MAINLINE VIDEO INSPECTION	1,519	FOOT		
16.	4 INCH SANITARY SEWER LATERAL	806	FOOT		
17.	SANITARY SEWER SERVICE BACKWATER VALVE	4	EACH		
18.	8 INCH SANITARY SEWER PIPE, 5 FT DEPTH	75	FOOT		
19.	8 INCH SANITARY SEWER PIPE, 10 FT DEPTH	1,444	FOOT		
20.	8 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
21.	10 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
22.	10 INCH SANITARY SEWER PIPE, 10FT DEPTH	0	FOOT		
23.	10 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
24.	PIPE TEES, 8x4 INCH	40	EACH		
25.	PIPE TEES, 10x4 INCH	0	EACH		
26.	SANITARY SEWER SERVICE CLEANOUT	34	EACH		

(Add 3 Hawthorne continued)					
Item	Description	Quantity	Units	Unit Cost	Total for Item
27.	CONNECTION TO EXISTING STRUCTURES	7	EACH		
28.	TRENCH RESURFACING (AC PAVEMENT)	860	SQYD		
29.	TRENCH GRADE TO SURFACE (GRAVEL)	52	SQYD		
30.	SIDEWALK REPLACEMENT	750	SQFT		
31.	CURBTIGHT RESIDENTIAL DRIVEWAY	0	SQFT		
32.	VERTICAL CURB	150	FOOT		
33.	CATCH BASIN (CG-2)	0	EACH		
34.	CONCRETE SANITARY SEWER MANHOLES	1	EACH		
35.	CONCRETE SANITARY SEWER MANHOLES (60 INCH ID)	1	EACH		
36.	EXTRA FOR INSIDE DROP	1	EACH		
37.	EXTRA FOR MANHOLES OVER EXISTING SEWERS	1	EACH		
38.	CONCRETE SANITARY SEWER MANHOLES - ALLOWANCE	2	EACH		
39.	REPLACE EXISTING WATER SERVICE	3	EACH		
TOTAL ADD 3 HAWTHORNE					

**City of Tillamook Sewer Rehabilitation Project #P18004
(add 4: Williams)**

Add 4 Williams					
Item	Description	Quantity	Units	Unit Cost	Total for Item
1.	MOBILIZATION	1	LS		
2.	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3.	SEDIMENT FENCE	0	FOOT		
4.	INLET PROTECTION	4	EACH		
5.	EROSION CONTROL MAINTENANCE	1	LS		
6.	CONSTRUCTION SURVEY WORK	1	LS		
7.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
8.	REMOVE EXISTING MANHOLE	0	EACH		
9.	REMOVE EXISTING MANHOLE – ALLOWANCE	0	EACH		
10.	REMOVE EXISTING INLET	0	EACH		
11.	SAWCUT	216	FOOT		
12.	CIPP LINER, 8 INCH	585	FOOT		
13.	SERVICE LINE RECONNETION	0	EACH		
14.	LATERAL LINER ASSEMBLY	2	EACH		
15.	MAINLINE VIDEO INSPECTION	585	FOOT		
16.	4 INCH SANITARY SEWER LATERAL	244	FOOT		
17.	SANITARY SEWER SERVICE BACKWATER VALVE	0	EACH		
18.	8 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
19.	8 INCH SANITARY SEWER PIPE, 10 FT DEPTH	0	FOOT		
20.	8 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
21.	10 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
22.	10 INCH SANITARY SEWER PIPE, 10FT DEPTH	0	FOOT		
23.	10 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
24.	PIPE TEES, 8x4 INCH	9	EACH		
25.	PIPE TEES, 10x4 INCH	0	EACH		
26.	SANITARY SEWER SERVICE CLEANOUT	9	EACH		

(Add 4 Williams continued)					
Item	Description	Quantity	Units	Unit Cost	Total for Item
27.	CONNECTION TO EXISTING STRUCTURES	0	EACH		
28.	TRENCH RESURFACING (AC PAVEMENT)	46	SQYD		
29.	TRENCH GRADE TO SURFACE (GRAVEL)	55	SQYD		
30.	SIDEWALK REPLACEMENT	0	SQFT		
31.	CURBTIGHT RESIDENTIAL DRIVEWAY	0	SQFT		
32.	VERTICAL CURB	0	FOOT		
33.	CATCH BASIN (CG-2)	0	EACH		
34.	CONCRETE SANITARY SEWER MANHOLES	0	EACH		
35.	CONCRETE SANITARY SEWER MANHOLES (60 INCH ID)	0	EACH		
36.	EXTRA FOR INSIDE DROP	0	EACH		
37.	EXTRA FOR MANHOLES OVER EXISTING SEWERS	0	EACH		
38.	CONCRETE SANITARY SEWER MANHOLES - ALLOWANCE	0	EACH		
39.	REPLACE EXISTING WATER SERVICE	0	EACH		
TOTAL ADD 4 WILLIAMS					

**City of Tillamook Sewer Rehabilitation Project #P18004
(add 5: Beech)**

Add 5 Beech					
Item	Description	Quantity	Units	Unit Cost	Total for Item
1.	MOBILIZATION	1	LS		
2.	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3.	SEDIMENT FENCE	456	FOOT		
4.	INLET PROTECTION	7	EACH		
5.	EROSION CONTROL MAINTENANCE	1	LS		
6.	CONSTRUCTION SURVEY WORK	1	LS		
7.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
8.	REMOVE EXISTING MANHOLE	0	EACH		
9.	REMOVE EXISTING MANHOLE – ALLOWANCE	1	EACH		
10.	REMOVE EXISTING INLET	0	EACH		
11.	SAWCUT	972	FOOT		
12.	CIPP LINER, 8 INCH	0	FOOT		
13.	SERVICE LINE RECONNETION	5	EACH		
14.	LATERAL LINER ASSEMBLY	0	EACH		
15.	MAINLINE VIDEO INSPECTION	599	FOOT		
16.	4 INCH SANITARY SEWER LATERAL	111	FOOT		
17.	SANITARY SEWER SERVICE BACKWATER VALVE	0	EACH		
18.	8 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
19.	8 INCH SANITARY SEWER PIPE, 10 FT DEPTH	599	FOOT		
20.	8 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
21.	10 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
22.	10 INCH SANITARY SEWER PIPE, 10FT DEPTH	0	FOOT		
23.	10 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
24.	PIPE TEES, 8x4 INCH	11	EACH		
25.	PIPE TEES, 10x4 INCH	0	EACH		
26.	SANITARY SEWER SERVICE CLEANOUT	6	EACH		

(Add 5 Beech continued)					
Item	Description	Quantity	Units	Unit Cost	Total for Item
27.	CONNECTION TO EXISTING STRUCTURES	3	EACH		
28.	TRENCH RESURFACING (AC PAVEMENT)	217	SQYD		
29.	TRENCH GRADE TO SURFACE (GRAVEL)	92	SQYD		
30.	SIDEWALK REPLACEMENT	0	SQFT		
31.	CURBTIGHT RESIDENTIAL DRIVEWAY	0	SQFT		
32.	VERTICAL CURB	0	FOOT		
33.	CATCH BASIN (CG-2)	0	EACH		
34.	CONCRETE SANITARY SEWER MANHOLES	0	EACH		
35.	CONCRETE SANITARY SEWER MANHOLES (60 INCH ID)	0	EACH		
36.	EXTRA FOR INSIDE DROP	0	EACH		
37.	EXTRA FOR MANHOLES OVER EXISTING SEWERS	0	EACH		
38.	CONCRETE SANITARY SEWER MANHOLES - ALLOWANCE	1	EACH		
39.	REPLACE EXISTING WATER SERVICE	0	EACH		
TOTAL ADD 5 BEECH					

**City of Tillamook Sewer Rehabilitation Project #P18004
(add 6: Cypress)**

Add 6 Cypress					
Item	Description	Quantity	Units	Unit Cost	Total for Item
1.	MOBILIZATION	1	LS		
2.	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3.	SEDIMENT FENCE	314	FOOT		
4.	INLET PROTECTION	3	EACH		
5.	EROSION CONTROL MAINTENANCE	1	LS		
6.	CONSTRUCTION SURVEY WORK	1	LS		
7.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
8.	REMOVE EXISTING MANHOLE	0	EACH		
9.	REMOVE EXISTING MANHOLE – ALLOWANCE	1	EACH		
10.	REMOVE EXISTING INLET	0	EACH		
11.	SAWCUT	778	FOOT		
12.	CIPP LINER, 8 INCH	0	FOOT		
13.	SERVICE LINE RECONNETION	6	EACH		
14.	LATERAL LINER ASSEMBLY	0	EACH		
15.	MAINLINE VIDEO INSPECTION	585	FOOT		
16.	4 INCH SANITARY SEWER LATERAL	79	FOOT		
17.	SANITARY SEWER SERVICE BACKWATER VALVE	0	EACH		
18.	8 INCH SANITARY SEWER PIPE, 5 FT DEPTH	222	FOOT		
19.	8 INCH SANITARY SEWER PIPE, 10 FT DEPTH	363	FOOT		
20.	8 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
21.	10 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
22.	10 INCH SANITARY SEWER PIPE, 10FT DEPTH	0	FOOT		
23.	10 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
24.	PIPE TEES, 8x4 INCH	15	EACH		
25.	PIPE TEES, 10x4 INCH	0	EACH		
26.	SANITARY SEWER SERVICE CLEANOUT	9	EACH		

(Add 6 Cypress continued)					
Item	Description	Quantity	Units	Unit Cost	Total for Item
27.	CONNECTION TO EXISTING STRUCTURES	3	EACH		
28.	TRENCH RESURFACING (AC PAVEMENT)	159	SQYD		
29.	TRENCH GRADE TO SURFACE (GRAVEL)	124	SQYD		
30.	SIDEWALK REPLACEMENT	0	SQFT		
31.	CURBTIGHT RESIDENTIAL DRIVEWAY	0	SQFT		
32.	VERTICAL CURB	0	FOOT		
33.	CATCH BASIN (CG-2)	0	EACH		
34.	CONCRETE SANITARY SEWER MANHOLES	0	EACH		
35.	CONCRETE SANITARY SEWER MANHOLES (60 INCH ID)	0	EACH		
36.	EXTRA FOR INSIDE DROP	0	EACH		
37.	EXTRA FOR MANHOLES OVER EXISTING SEWERS	0	EACH		
38.	CONCRETE SANITARY SEWER MANHOLES - ALLOWANCE	1	EACH		
39.	REPLACE EXISTING WATER SERVICE	0	EACH		
TOTAL ADD 6 CYPRESS					

**City of Tillamook Sewer Rehabilitation Project #P18004
(add 7: Dogwood)**

Add 7 Dogwood					
Item	Description	Quantity	Units	Unit Cost	Total for Item
1.	MOBILIZATION	1	LS		
2.	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS		
3.	SEDIMENT FENCE	0	FOOT		
4.	INLET PROTECTION	4	EACH		
5.	EROSION CONTROL MAINTENANCE	1	LS		
6.	CONSTRUCTION SURVEY WORK	1	LS		
7.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS		
8.	REMOVE EXISTING MANHOLE	1	EACH		
9.	REMOVE EXISTING MANHOLE – ALLOWANCE	1	EACH		
10.	REMOVE EXISTING INLET	0	EACH		
11.	SAWCUT	1,313	FOOT		
12.	CIPP LINER, 8 INCH	0	FOOT		
13.	SERVICE LINE RECONNETION	11	EACH		
14.	LATERAL LINER ASSEMBLY	0	EACH		
15.	MAINLINE VIDEO INSPECTION	580	FOOT		
16.	4 INCH SANITARY SEWER LATERAL	199	FOOT		
17.	SANITARY SEWER SERVICE BACKWATER VALVE	0	EACH		
18.	8 INCH SANITARY SEWER PIPE, 5 FT DEPTH	260	FOOT		
19.	8 INCH SANITARY SEWER PIPE, 10 FT DEPTH	320	FOOT		
20.	8 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
21.	10 INCH SANITARY SEWER PIPE, 5 FT DEPTH	0	FOOT		
22.	10 INCH SANITARY SEWER PIPE, 10FT DEPTH	0	FOOT		
23.	10 INCH SANITARY SEWER PIPE, 20 FT DEPTH	0	FOOT		
24.	PIPE TEES, 8x4 INCH	19	EACH		
25.	PIPE TEES, 10x4 INCH	0	EACH		
26.	SANITARY SEWER SERVICE CLEANOUT	8	EACH		

(Add 7 Dogwood continued)					
Item	Description	Quantity	Units	Unit Cost	Total for Item
27.	CONNECTION TO EXISTING STRUCTURES	1	EACH		
28.	TRENCH RESURFACING (AC PAVEMENT)	280	SQYD		
29.	TRENCH GRADE TO SURFACE (GRAVEL)	51	SQYD		
30.	SIDEWALK REPLACEMENT	0	SQFT		
31.	CURBTIGHT RESIDENTIAL DRIVEWAY	0	SQFT		
32.	VERTICAL CURB	0	FOOT		
33.	CATCH BASIN (CG-2)	0	EACH		
34.	CONCRETE SANITARY SEWER MANHOLES	1	EACH		
35.	CONCRETE SANITARY SEWER MANHOLES (60 INCH ID)	0	EACH		
36.	EXTRA FOR INSIDE DROP	0	EACH		
37.	EXTRA FOR MANHOLES OVER EXISTING SEWERS	0	EACH		
38.	CONCRETE SANITARY SEWER MANHOLES - ALLOWANCE	1	EACH		
39.	REPLACE EXISTING WATER SERVICE	0	EACH		
TOTAL ADD 7 DOGWOOD					

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

- a. The required Bid Security enclosed with the Bid Form.
- b. The First-Tier Subcontractor Disclosure Form submitted in a separate envelope within two hours after the date and time of the bid opening.
- c. Section 3 Opportunities Plan and Certification or Separate Schedule (see bid instructions section 21 on BD-8).
- d. This Bid Form.

Respectfully Submitted,

Name of Firm _____

Address _____

Federal Employer I.D. No. _____

State Employer I.D. No. _____

State C.C.B. Registration No. _____

Telephone (____) _____

FAX No. (____) _____

By _____
(Signature)

Name _____
(Please Print)

Title _____

If Corporation, Attest _____
(Secretary of Corporation)

Dated this ____ day of _____, 2020

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BID BOND

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

and _____, an _____ Corporation,
(Name of Surety)

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

_____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its bid to an agency of the Obligee in response to Obligee's project identified as:

City of Tillamook Sewer Rehabilitation Project P18004

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

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 2020.

PRINCIPAL: _____ **SURETY:** _____

By _____ BY ATTORNEY-IN-FACT:
Signature

_____ Name
Official Capacity

Attest: _____ Signature
Corporation Secretary

_____ Address

_____ City State Zip

_____ Phone Fax

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FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(OAR 137-049-0360)

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

AGENCY SUPPLIED INFORMATION:

PROJECT NAME: City of Tillamook Sewer Rehabilitation Project

BID #: _____ BID CLOSING: Date: March 18th, 2020 Time: 2:00 AM PM
 REQUIRED DISCLOSURE DEADLINE: Date: March 18th, 2020 Time: 4:00 AM PM

Deliver Form To (Agency): City of Tillamook
 Designated Recipient (Person): **Liane Welch**, P.E. City Engineer Phone #: (503) 374-1812
 Agency's Address: 210 Laurel Avenue
 Tillamook, OR 97141

INSTRUCTIONS:

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

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

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

BIDDER DISCLOSURE:

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

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

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

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____

[END OF DIVISION 1 – BID DOCUMENTS]

**DIVISION 2 -
AGREEMENT DOCUMENTS**

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020 by and between

CITY OF TILLAMOOK

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

City of Tillamook Sewer Rehabilitation Project

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

- a. Advertisement for Bids
- b. Instructions to Bidders
- c. Bid Form
- d. Bid Bond
- e. First-Tier Subcontractor Disclosure Form
- f. Agreement
- g. General Conditions (GC) to the Agreement
- h. Performance Bond
- i. Payment Bond
- j. Notice of Award
- k. Notice to Proceed
- l. City of Tillamook Section 3 Plan
- m. All Change Orders issued after execution of this Agreement
- n. Drawings prepared by Otak, Inc., dated December 6, 2019.
- o. Specifications prepared or issued by Otak, Inc., dated February 26, 2020.
- p. Addenda:
 - No. _____, dated _____, 2020.
 - No. _____, dated _____, 2020.
 - No. _____, dated _____, 2020.

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

In the event of conflict, the term of this govern, then f, m, n, and o, in that order of precedence.

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 by October 15, 2020 for all work except final paving, with final paving being completed by November 16, 2020.

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 **\$600.00 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 up to a not to exceed price of \$_____ from grant funds. 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. Subject to GC-8.8, 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 City Public Contracting Rule 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(8) or ORS 279C.570(9).
4. 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.
5. Before the final payment to Contractor is made, the Contractor shall submit the "Minority, Women and Emerging Small Business Activity Report" included in Division 4 of the project documents.

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.

"Additive" – A supplemental unit of work or group of bid items, identified separately in the bid proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

"Alternate" – One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

"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 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.

"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 AWARD AND EXECUTION OF CONTRACT

2.1 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.

2.2 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 3.5.

2.3 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, and a written notice to proceed has been sent by Owner and received by Contractor.

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.

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 on Owner's provided forms, executed by a surety company authorized to do business within the State, and 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.

2.4 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, as follows:

- Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the Contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
 - (a) ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime Contractor by the public contracting agency; and
 - (b) ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier Subcontractor if payment is not made within thirty

(30) days after receipt of payment from the public contracting agency.

(c) ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a Subcontractor and a lower-tier Subcontractor or Supplier.

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

In addition, the Contractor shall be bound by the following provisions:

- 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.
- 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.
- Nothing in these documents creates any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor or other person or organization except as may otherwise be required by law.
- 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.

2.5 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-3 SCOPE OF WORK

3.1 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.

3.2 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.

3.3 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.

3.4 PLANS, SHOP AND SUPPLEMENTAL DRAWINGS:

The Contractor will be supplied with 4 sets of specifications and prints of the plans prepared by the Engineer showing the project in detail. The Contractor may obtain any additional prints required from the Engineer by compensating the Engineer for the cost of printing involved.

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

3.5 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.

3.6 CHANGES IN WORK:

3.6.01 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.

3.6.02 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-8 **MEASUREMENT AND PAYMENT**, of this contract.

3.7 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. All change orders must be approved by the funding agency prior to signature.

3.8 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 8.5 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 shall be used to verify pricing for extra work when the scope of the extra work does not fall under an established bid item. Pricing for extra work provided by the Contractor which is not commensurate to the Schedule of Unit Values will be rejected.

3.9 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.

3.10 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.

3.11 NO COMPENSATION:

Subject to Subsection 3.12, 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.

3.12 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-4 CONTROL OF THE WORK

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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."

4.7 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.

4.8 SURVEY SERVICE:

Contractor will be responsible for survey staking where needed on the project using the survey control information provided in the plans.

4.9 PROTECTION OF SURVEY MARKERS:

4.9.01 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.

4.9.02 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

GC-5 CONTROL OF MATERIALS AND EQUIPMENT

5.1 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.

5.2 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 Contractor. 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 MANUFACTURER'S DIRECTIONS:

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

5.8 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 insure that items to be furnished fit the space available.

The Contractor shall make necessary field measurements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the work required by the different arrangement of connections.

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

5.9 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-6 LEGAL RELATIONS AND RESPONSIBILITIES

6.1 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.

6.1.01 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.

6.1.02 Environmental and Natural Resources Laws –

(1) 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.

(2) 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	Department of the Interior
Forest Service	Bureau of Land Management
Natural Resources Conservation Service	Bureau of Reclamation
Department of Defense	U. S. Geological Survey
Army Corps of Engineers	U.S. Fish and Wildlife Service
Department of Energy	Department of Labor
Federal Energy Regulatory Commission	Occupation Safety and Health Review Commission
Environmental Protection Agency	Water Resources Council
Health and Human Services Department	
Department of Housing and Urban Development	

Oregon State Agencies

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

Local Agencies

City Councils	Board of County Commissioners
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(3) ORS 279C.527 (Green Energy Technology): Contractor shall ensure Owner's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.

6.1.03 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.

6.1.04 Prevailing Wage Rate Law - Contractor shall pay each worker employed in the performance of this contract not less than the higher of the wage rate for the type of work being performed as set forth in either the Oregon Prevailing Wage set forth in the "Prevailing Wage Rates for Public Works Contracts in Oregon" or the applicable federal Davis-Bacon Wage Decision included in Division 3 of the project documents. Pay for overtime work shall be as described in section 6.1.01 of these contract documents.

If the contractor fails to pay for labor and services, the owner has the option to pay for them and withhold these amounts from payments to the contractor.

6.1.05 Public Works Bond - Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting Work on this Contract, or any Subcontract hereunder, Contractor and all Subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000. The bond must provide that the Contractor or Subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' Written Notice to the Contractor or Subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for Work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for Work performed on contracts entered into before the cancellation. Contractor further certifies that Contractor will include in every subcontract a provision requiring a Subcontractor to file a public works bond with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

- (a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a Subcontractor to start Work on this public works Project, the Contractor shall verify that the Subcontractor has filed a public works bond as required under this Section or has elected not to file a public works bond under ORS 279C.836(7).

- (b) Unless Owner has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond Contractors or Subcontractors may be required to obtain under this Contract.

6.1.06 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.

6.1.07 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.

6.1.08 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.

6.2 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.

6.2.01 Environmental Assessment Determination – As a condition of the grant funding, an environmental assessment has been performed for this project, and the following mitigation measures have been developed. The Contractor shall abide by and implement these mitigation measures, including:

- 1) An Inadvertent Discovery Plan has been put in place, with review and approval by the Confederated Tribes of the Grand Ronde on May 2, 2014, and adopted by the City of Tillamook on July 7, 2014, to deal with any potential archaeological objects or sites, Indian graves or protected objects, or other similar ancestral remains and associated objects. The contractor shall follow and implement this plan throughout construction of the project. A copy of the inadvertent discovery plan can be obtained from the contracting agency at no charge.
- 2) Contractor shall utilize best construction practices to minimize runoff which might impact the Coastal Zone.
- 3) All work will be done in accordance with state and local floodplain ordinances.
- 4) The City of Tillamook's Nuisance Ordinance shall be followed. All work on the City of Tillamook's Wastewater Collection System Rehabilitation Project will be done during normal day time work periods throughout the community. Work done near schools will be done, whenever possible, when school is not in session, or during hours and at a noise level that will not interfere with the daily activities at the schools.
- 5) Erosion and sediment control BMPs and fencing shall be implemented by the contractor .
- 6) The contractor shall include standard safety and mitigation efforts which will prevent potential harm to persons and environment.
- 7) The project shall restore surfaces to the existing surface type, and no new impervious surface will be created and no trees shall be removed in accordance with the plans and specifications.
- 8) Water disposal from dewatering trenches, as well as overburden if sewage or other contaminants are present, shall comply with all local, state, and federal requirements.
- 9) The contractor shall develop and implement a traffic plan in compliance with City and State regulations. As part of this plan, the contractor shall:
 - Inform the local 911 office of any closures or detours which will impede traffic on any roads on a daily basis. The plan shall also
 - Include metal plating or other barrier to cover trenches when active construction and flagging is not occurring.
 - Include provisions for ingress and egress for businesses and residents, and work with transportation providers to inform them of any potential barriers to their providing their normal routes to the community.
 - Include all other requirements as outlined in the Standard specifications and special provisions.

10) Disposal of materials from open trench work, as well as existing pipes, manholes, and other debris shall be done in compliance with all local, state and federal rules and regulations.

11) Additional measures have been incorporated into the plans and specifications.

6.3 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.

6.4 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.

6.5 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.

6.6 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 project site 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. 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.

6.7 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 rights-of-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.

6.8 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.

6.9 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.

6.10 NOT USED

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

6.17 NO WAIVER OF LEGAL RIGHTS:

The Owner shall not be precluded or stopped 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 stopped, 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.

6.18 INSURANCE:

6.18.01 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.

6.18.02 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.

6.18.03 - 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 \$500,000.00 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 \$1,000,000.00 aggregate for any such damages sustained by 2 or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damage sustained by 2 or more persons in any one accident. Vehicular liability limits shall be not less than \$500,000.00 for any one person and not less than \$1,000,000.00 aggregate for each occurrence.

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

6.18.04 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.

6.18.05 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.

6.18.06 Property Insurance – The Contractor shall purchase "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire and extended coverage, earthquake, flood, explosion, hail, lightning, vandalism, malicious mischief, wind,

collapse, riot, aircraft, smoke the results of faulty workmanship, during the contract time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

6.18.07 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.

6.19 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 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.

As may be required by ORS 279C.845, Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file certified payroll statements with the Contracting Agency in writing. 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.

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.

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).

Once before the first payment and once before final payment is made of any sum due on account of the Contract for a public work, Contractor or Contractor's surety and every Subcontractor with a Subcontractor's surety, shall file a statement with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each classification of worker which Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or the Subcontractor's surety, that Contractor or Subcontractor has read such statement and certificate, knows the contents thereof, and that the same is true to Contractor's or Subcontractor's knowledge. A true copy of the certification or certifications required to be filed pursuant to this section shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries.

6.20 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.

6.21 ADDITIONAL FEDERAL AND STATE CONTRACT REQUIREMENTS:

Work under this contract will be funded in its entirety with federal grant funds from the Oregon Community Development Block Grant program, which requires the following contract clauses:

6.21.01 Conflict of Interest - No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

6.21.02 Prohibition on the Use of Federal Funds for Lobbying - The contractor shall sign and submit the Certification Regarding Lobbying form as part of the contract agreement. A copy of this form included at the end of these contract documents.

6.21.03 Section 3 – Procurement Requirements -

The City of Tillamook will, to the greatest extent feasible, offer contracting opportunities to Section 3 business concerns. However, in the event no Section 3 business bids on a contract, or bids but is not able to demonstrate to the City of Tillamook's satisfaction that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions of the proposed contract through the competitive bidding process.

That business concern must meet, as all businesses must (including Section 3 businesses), the general conditions of compliance (refer to Section 3 Clause for Construction Contracts).

This will include:

- 1) Submitting a list of all positions necessary to complete contract.

- 2) Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment.
- 3) To the greatest extent feasible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 residents (all categories).
- 4) As positions are vacated during completion of contract, following guidelines enumerated in numbers 2 and 3 above.

6.21.04 Section 3 - Economic Opportunities for Low- and Very Low-Income Persons -

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

6.21.05 Prohibition on the Use of Lead-Based Paint - The use of lead-based paint on any interior or exterior surfaces is prohibited.

GC-7 PROSECUTION AND PROGRESS

7.1 PROSECUTION OF WORK:

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

If it appears to the Engineer that the rate of progress being made is not such as it will 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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 contract with 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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 6.16, 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."
7. Contractor has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.

7.14 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 6.16, 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 7.13, the Engineer will recommend to the Owner that the work be accepted and payment made as provided for in Subsection 8.11.

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-8 MEASUREMENT AND PAYMENT

8.1 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.

8.2 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.

8.3 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.

8.4 QUANTITIES AND LUMP SUM PRICES:

8.4.01 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.

8.5 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:

8.5.01 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 Davis-Bacon 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;

8.5.02 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.

8.5.03 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.

8.6 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 and the funding agency. 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.

8.7 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 8.5 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 SUSPENSION OF PAYMENTS:

No partial or final payment shall be made as long as any order made by the Engineer to the Contractor in accordance with the specifications remains uncomplished 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.

8.14 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.

8.15 PAYMENTS:

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

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

CITY OF TILLAMOOK

By: _____

Title: _____

ATTEST: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Address: _____

E-mail: _____

ATTEST: _____

Title: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

(Address of Principal)

hereinafter called "PRINCIPAL", and

(Name of Surety)

(Address of Surety)

(Oregon representative for service of process for Surety)

hereinafter called "SURETY", are held and firmly bound unto

City of Tillamook
2211 3rd St
Tillamook, OR 97385

hereinafter called "OWNER", in the total amount of _____
(insert here a sum
_____ Dollars (\$ _____) for the
equal to the estimated construction cost)

payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has by written agreement entered into a certain lease with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof and is hereinafter referred to as the Agreement. Said Agreement is for:

NOW, THEREFORE:

1. The condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.
3. It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Agreement, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Agreement as so amended. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, the Agreement, or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

4. Whenever PRINCIPAL shall be, and declared by OWNER to be in default under the Agreement, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:
 - a) Arrange for the PRINCIPAL, with consent of the OWNER, to perform and complete the Agreement;
 - b) Complete the Agreement in accordance with its terms and conditions, or
 - c) Obtain a bid or bids from other individuals or entities for completing the Agreement in accordance with its terms and conditions.

5. 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. If any provision of this Bond conflicts with state law, such portion will be deemed deleted therefrom and provisions conforming to such state law shall be deemed incorporated herein. The intent is that the bond shall be construed as a statutory bond and not as a common law bond.

6. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

 (PRINCIPAL) Secretary
 (SEAL)

PRINCIPAL

By: _____

 (Witness to PRINCIPAL)

(Address)

(Address)

(SURETY)

ATTEST:

(Witness to SURETY)

By _____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Oregon. SURETY companies must also have an Oregon representative for service of process.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Business):

SURETY (Name and Address of Principal Place of

CONTRACT

Effective Date of Agreement:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(Seal)
Contractor's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTEST: _____
Signature

ATTEST: _____
Signature

Title

Title

- 1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Nonpayment of the bond premium will not invalidate this bond nor shall the City of Tillamook be obligated for the payment of any premiums.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph

4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

- 12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. 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. As this Bond has been furnished to comply with a statutory requirement in the location where the Contract is to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
- 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 15. Definitions
 - 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY:

Name, Address and Telephone:

Surety Agency or Broker;

Owner's Representative (Engineer or other):

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CERTIFICATE OF COMPLIANCE

**City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141**

ATTN: Liane Welch, City Engineer

PROJECT NAME: City of Tillamook Sewer Rehabilitation Project

PROJECT LOCATION: Tillamook, Oregon

I hereby certify that:

- A. All work on the above referenced contract has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work;
- B. There have been no unauthorized substitutions of Subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to and approved by the Owner prior to the start of such subcontracted work;
- C. No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to and approved by the Owner together with the names of all Subcontractors;
- D. All Subcontractors performing work described in ORS 701.005(2) (i.e., construction work) were registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.035 before the Subcontractors commenced work under the contract;
- E. All claims for material and labor and other service performed in connection with these specifications have been paid;
- F. All money due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission (in accordance with ORS 305.385 and ORS 279C.530), hospital associations and/or others have been paid.
- G. Contractor has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.

Authorized Signature _____
[Contractor]

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor)

Title / Firm

Date

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City of Tillamook Sewer Rehabilitation P18004

EXHIBIT A:
DEPARTMENT OF ENVIRONMENTAL QUALITY LUST & UST SITES NEAR CITY OF TILLAMOOK SEWER
REHABILITATION PROJECT

State of Oregon Department of Environmental Quality
Underground Storage Tank Facility List as of January 2, 2020

Sorted by Zip Code, then by Facility Name

ID	FACILITY NAME	ADDRESS	CITY	ZIP	PHONE	PERMITTEE	ALL Tank	ACTIVETA NK	DECOMIM Tank	# PERMITTank
10846	ALDERBROOK GOLF COURSE	7300 ALDERBROOK RD	TILLAMOOK	97141	(503)842-9413	NEAL ABRHAMSON	2	2		2
407	B.P. STATION NORTH	3760 HWY 101N	TILLAMOOK	97141	(503) 842-4358	JIM MADDOX, MANAGER	4	4		4
7073	BAYSIDE GROCERY & HARDWARE	4895 CRAB AVE W	TILLAMOOK	97141	(503) 842-6001	CAROLYN OLSEN, OWNER	2	2		2
1456	BEGEAL, WILLIAM K.	48400 WILSON RIVER HWY (6)	TILLAMOOK	97141	(503) 842-9766	WILLIAM K. BEGEAL, OWNER	4	4		4
3455	BOB WIRTH MOTORS, INC.	502 MAIN AVE	TILLAMOOK	97141	(503) 842-4459	ROBERT J. WIRTH, OWNER, MANAGER	2	2		2
403	BRENNAN'S BP STATION	603 PACIFIC AVE	TILLAMOOK	97141	(503) 842-6312	JOHN BRENNAN, MANAGER	4	4		4
11117	BURDEN'S SHUFFER & TOWING	10 MAIN AVE	TILLAMOOK	97141	(503) 842-6424	DONALD BURDEN, OWNER	1	1		1
5789	C.E. LEWIS TV & APPLIANCE	3317 3RD ST	TILLAMOOK	97141	(503) 842-7180	CHESTER E. LEWIS, OWNER	2	2		1
858	CAPE LOOKOUT	1300 WHISKEY CREEK RD	TILLAMOOK	97141	(503) 842-4981	ED KORNBULLIN, PARK MANAGER	1	1		1
398	CARSON OIL TILLAMOOK	2901 1/2 3RD ST	TILLAMOOK	97141		Mart Sharp	5	5		5
4672	CENTER MARKET	604 MAIN ST	TILLAMOOK	97141		Behadur Singh	6	6		6
324	COAST TIRE FACTORY	635 MAIN AVE N	TILLAMOOK	97141	(503) 842-6186	COAST TIRE FACTORY	1	1		1
12925	DEGARDE LLC	114 IVY AVE	TILLAMOOK	97141	(503) 842-4532	LINSEY ROGERS	3	3		3
406	DENNY FURNITURE & AUTOMOTIVE INC	409 MAIN ST	TILLAMOOK	97141	(503) 815-1635	DENNIS GREEN, OWNER	4	4		4
2365	DON'S ARCO	8TH & MAIN	TILLAMOOK	97141	(503) 842-7835	JOHN BRENNAN, MANAGER	3	3		3
6162	E & E AUTO BODY SHOP	3509 3RD ST	TILLAMOOK	97141	(503) 842-4343		1	1		1
2217	EASTSIDE SERVICE	5017 3RD ST	TILLAMOOK	97141	(503) 472-2157		3	3		3
10979	ERKINE OIL INC	4 ELM AVE	TILLAMOOK	97141	(503) 842-4570	MIKE WYNANDS, OWNER	2	2		2
12029	FRED MEYER GAS	2500 MAIN AVE N	TILLAMOOK	97141	(503) 842-4721	DELMAR ERKINE, OWNER	3	3		3
3050	GARY & BOB'S CAR CONNECTION	814 MAIN	TILLAMOOK	97141	(503) 797-3512	Dan Hermann	4	4		4
3647	GARY'S ARCO	2311 3RD ST	TILLAMOOK	97141	(503) 842-2592	ROBERT WESTER, PARTNER	3	3		3
3699	GREEN ACRES MOTEL	HWY 101N	TILLAMOOK	97141	(503) 842-2834	ROBERT NELSON, OWNER	1	1		1
5089	HOCSEMA COAST OIL CO.	2095 3RD ST	TILLAMOOK	97141	(503) 842-4481	JAMES E. SPINDLER, PLANT ENGINEER	4	4		4
7871	INDVILLE CORNER MARKET	7495 ALDERBROOK	TILLAMOOK	97141	(503) 842-4583		2	2		2
2188	JACOPOT FOOD MART	380 MAIN AVE N	TILLAMOOK	97141	(503) 812-3101	Gary Quackenbush	3	3	1	1
8350	JLL RICHEY'S MARKET	16980 WILSON RIVER HWY	TILLAMOOK	97141	(503) 842-6166	DAVID & MARY SMITH, STATION OPERATORS	5	5		5
5526	MARE MILLS CENTER, INC.	6225 BUMP BLVD	TILLAMOOK	97141	(503) 842-4859	ROBERT RICHEY, OWNER	3	3		3
487	MCDONALD'S CHEVRON TILLAMOOK	403 PACIFIC AVE	TILLAMOOK	97141	(503) 842-2539	RON RUSH, DIRECTOR	1	1		1
5591	MERGERS & REDMER PLUMBING	908 MAIN	TILLAMOOK	97141	(503) 224-8500	Mart Sharp-Sommer	11	4		4
10087	NETARTS-OCEANSIDE TREATMENT PLANT	5390 NETARTS-HWY1N W	TILLAMOOK	97141	(503) 842-6553	ERIC SIMMONS, OWNER-PLUMBER	1	1		1
7750	OR STATE FORESTRY	4907 3RD ST	TILLAMOOK	97141	(503) 842-2931	WAYNE MCGHEE, SUPERINTENDENT	1	1		1
8851	OR STATE FORESTRY - SOUTH FORK	48300 WILSON RIVER HWY	TILLAMOOK	97141	(503) 842-2545	WADWELL, DISTRICT MECHANIC	2	2		2
1117	OR STATE HWY 21 TILLAMOOK	308 EVERGREEN DR	TILLAMOOK	97141	(503) 842-8439	BOB MEADOWS, CAMP SUPERINTENDENT	7	7		7
11829	PACIFIC COAST PRESS	2710 1ST ST	TILLAMOOK	97141	(503) 842-7811	DOUG MONCRIE, ASSISTANT FOREMAN	4	4		4
4781	PORT OF TILLAMOOK BAY	4000 Bump Blvd	TILLAMOOK	97141		JACK CRIDER, GENERAL MANAGER	1	1		1
10957	PORT OF TILLAMOOK BAY	5005 S HWY 101	TILLAMOOK	97141	(503) 842-2413	PATRICK H. BLUE, MANAGER	2	2		2
3567	RUSSELL-CHEVROLET CO., INC.	1 MAIN AVE	TILLAMOOK	97141	(503) 842-2574	PAUL KEEN, OWNER	4	4		4
1513	SHELDON OIL COMPANY	2801 3RD ST	TILLAMOOK	97141	(503) 842-2172	STAN SHELDON, OWNER	5	5		5
9137	SHILO CHEVRON TILLAMOOK	2525 N MAIN	TILLAMOOK	97141	(503) 224-8500	Mart Sharp-Sommer	3	3		3
9527	SOUTH PRAIRIE STORE	6730 S PRAIRIE RD	TILLAMOOK	97141	(503) 842-6468		2	2		2
6351	SPRINT/UNITED TELEPHONE	2714 6TH	TILLAMOOK	97141			1	1		1
9248	STAR DISTRIBUTORS, INC.	4 STILLWELL AVE	TILLAMOOK	97141	(503) 842-4461	DON KERR, GEN. MGR.	1	1		1
90 TP	FREIGHT LINES, INC.	2703 3RD ST	TILLAMOOK	97141	(503) 842-2574	LORALEE COX, OFFICE MANAGER	2	2		2
5095	THIRD STREET SHELL AND GROCERY	303 PACIFIC	TILLAMOOK	97141	(503) 842-2172	Michael Sheldon	8	3		3
2238	TILLAMOOK GEN	1035 PACIFIC AVE	TILLAMOOK	97141	(503) 224-8500	Mart Sharp-Sommer	5	2		2
3944	TILLAMOOK COUNTY	201 LAUREL AVE	TILLAMOOK	97141	(503) 842-9511	THOMAS DYE, MANAGER	4	4		4
3896	TILLAMOOK COUNTY CREAMERY	4175 HIGHWAY 101 N	TILLAMOOK	97141	(503) 815-1338	J.E. SPINDLER, PLANT ENGINEER	3	3		3
7915	TILLAMOOK COUNTY GENERAL HOSPITAL	1000 3RD ST	TILLAMOOK	97141	(503) 842-4444 4253	ELMER ARMSTRONG, DIRECTOR SUPPORT SVCS	3	3		3
5956	TILLAMOOK COUNTY PUBLIC WORKS	NEHALEM	NEHALEM	97141	(503) 368-5886	LAE CRIST, ROAD FOREMAN	2	2		2
5954	TILLAMOOK COUNTY PUBLIC WORKS DISTRICT 2	503 MARO F LOOP RD	TILLAMOOK	97141	(503) 842-5511 4565-8	ION A. OSHEL, DIRECTOR OF PUBLIC WORKS	2	2		2
12105	TILLAMOOK FARMERS CO-OP	1920 MAIN AVE N	TILLAMOOK	97141	(503) 842-4457	Laurie Wickler	3	3		3
5988	TILLAMOOK IMPLEMENT CO.	1102 MAIN AVE	TILLAMOOK	97141	(503) 842-2662	MELVIN R. LOWELL, CORP. PRESIDENT	1	1		1
4621	TILLAMOOK LUMBER CO.	3111 3RD ST	TILLAMOOK	97141	(503) 842-6641	JERRY SCOTT, RESIDENT MANAGER	3	3		3
11160	TILLAMOOK MOTOR CO INC	501 MAIN AVE	TILLAMOOK	97141	(503) 842-4475	ROBERT WEEKS, PRES	1	1		1
4828	TILLAMOOK PUD	1115 PACIFIC AVE	TILLAMOOK	97141	(503) 842-2535	HAROLD O HARE, ASSISTANT SUPERVISOR	3	3		3
7363	TILLAMOOK SCHOOL DIST #9 - BUS GARAGE	6825 OFFICERS ROW	TILLAMOOK	97141	(503) 842-2558	ELAINE HOPSON, SUPERINTENDENT	3	3		3
1507	TILLAMOOK SHELL	15 MAIN AVE	TILLAMOOK	97141	(503) 842-4238	MIKE & SHELL SHELDON	4	4		4
8033	TILLAMOOK SUBSTATION	EVERGREEN AVE	TILLAMOOK	97141	(503) 230-4565	MACK L. MONALY, AREA OFFICE SUPT.	2	2		2
7612	TILLAMOOK WHOLESAL, INC	2 STILLWELL AVE	TILLAMOOK	97141	(503) 842-6284	ROBERT J. DENTEL, RETIRED	1	1		1
8455	TILLAMOOK, CITY OF - FIRE HALL	2310 4TH ST	TILLAMOOK	97141	(503) 842-7587	TOM WEBBER, FIRE CHIEF	2	2		2
8456	TILLAMOOK, CITY OF - STREET DEPT.	108 BIRCH AVE	TILLAMOOK	97141	(503) 842-6152	PAUL DICKENSON, MECHANIC	3	3		3
7916	TILLAMOOK, CITY OF (CITY SHOPS)	108 BIRCH AVE	TILLAMOOK	97141	(503) 842-2472	MICHAEL MADONEY, CITY MANAGER/PMD	4	4		4
2252	TOMMIES CLEANERS	1111 4TH ST	TILLAMOOK	97141	(503) 842-2301	PRISCILLA THOMPSON	2	2		2
1520	TRASKVIEW STORE	26905 TRASK RIVER RD	TILLAMOOK	97141	(503) 842-6035	MARGARET JOHNSON, OWNER	3	3		3
12165	UNOCAL 3951	540 MAIN AVE N	TILLAMOOK	97141	(425) 640-7614	KIPP ECKERT	1	1		1
9403	UNOCAL 5147	411 PACIFIC	TILLAMOOK	97141	(206) 443-7520		3	3		3
7345	WHITEHEAD, KEITH	9000 BEWLEY CREEK	TILLAMOOK	97141	(503) 842-7153	KEITH WHITEHEAD	1	1		1

[END OF DIVISION 2 – AGREEMENT DOCUMENTS]

**DIVISION 3 -
FEDERAL LABOR STANDARDS PROVISIONS AND WAGE RATES:**

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Required Federal and State Contract Clauses
Use for **ALL Construction Contracts**

1. Source of Funds

Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program.

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached "Minority, Women and Emerging Small Business Activity Report".

4. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor) _____

Title / Firm _____

Date _____

5. Prohibition on the Use of Lead-Based Paint

(Contracts and subcontracts residential for construction or rehabilitation)

The use of lead-based paint on any interior or exterior surfaces is prohibited.

6. Federal Labor Standards Provisions and Davis-Bacon Wage Rates

(Construction contracts in excess of \$2,000 and all subcontracts under a prime contract that exceeds \$2,000) The Federal Labor Standards Provisions (HUD-4010), located as part of this Exhibit, must be attached to this contract.

7. Public Works Bond

In accordance with ORS 279C.830(3) and before starting work on the Project, Contractor shall file a \$30,000 Public Works Bond with the Oregon Construction Contractors Board.

Contractor shall include a requirement in every subcontract which requires the subcontractor to file a \$30,000 Public Works Bond with the Oregon Construction Contractors Board in accordance with ORS 279C.830(3)(b) and before starting work on the Project.

8. Oregon Prevailing Wage Laws - Contractor shall pay each worker employed in the performance of this contract not less than the higher of the wage rate for the type of work being performed as set forth in either the Oregon Prevailing Wage set forth in the "Prevailing Wage Rates for Public Works Contracts in Oregon" or the applicable federal Davis-Bacon Wage Decision.

Contracts must include a provision that if the contractor fails to pay for labor and services, the agency can pay for them and withhold these amounts from payments to the contractor. There must also be a provision that the contractor must pay daily, weekly, weekend and holiday overtime as required.

9. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. Contractor shall complete the required Section 3 report Form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city/county grant recipient with the final construction pay estimate for the project.

Activity Report

Minority Women and Emerging Small Business

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts / subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD 60002 to report employment and training opportunities data. Form HUD 2516 is to be completed for public and Indian housing and most community development programs. Form HUD 60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor / subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency										2. Location (City, State, ZIP Code)				
3a. Name of Contact Person					3b. Phone Number (Including Area Code)					6. Date Submitted				
See Explanation of Codes below										7j.				
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	Name	Street	City	State	Zip Code	

<p style="text-align:center;">7c. Type of Trade Codes:</p> <p>1 = New Construction 6 = Professional 2 = Substantial Rehabilitation 7 = Tenant Services 3 = Repair 8 = Education / Training 4 = Service 9 = Architectural / Engineering Appraisal 5 = Project Management 0 = Other</p>	<p style="text-align:center;">7d. Racial / Ethnic Codes:</p> <p>1 = White Americans 4 = Hispanic Americans 2 = Black Americans 5 = Asian / Pacific Americans 3 = Native Americans 6 = Hasidic Jews</p>
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Activity Report

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract / subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract / Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number was provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes (see table below) which best indicates the contractor's / subcontractor's service. If subcontractor ID number was provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education / training activities.

7d. Business Racial / Ethnic Code: Enter the numeric code (see table below) which indicates the racial / ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial / ethnic category, enter the code that seems most appropriate. If the subcontractor ID number was provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract / subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor / Subcontractor Name and Address: Enter this information for each firm receiving contract / subcontract activity only one time on each report for each firm.

Federal Labor Standards Provisions**U.S. Department of Housing
and Urban Development
Office of Labor Relations****Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC, 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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JANUARY 1, 2020 APPENDIX

*The Appendix rates are Collectively Bargained Rates to be used **ONLY** for Regions/Trades specified in pages 6 through 33. Refer to pages 6 through 33 **BEFORE** using rates in this section. Rates in this section may include premium pay such as shift differential, hazard pay and/or a zone pay differential, which is added to the hourly base rate.*

Using the booklet, [Definitions of Covered Occupations](#), find the definition and group number, if applicable, that most closely matches the actual work being performed by the worker.

Asbestos Worker/Insulator	38
Boilermaker	38
Bricklayer/Stonemason	38
Bridge and Highway Carpenter (See Carpenter Group 5)	38
Carpenter	38
Cement Mason	39
Diver	39
Diver Tender	39
Dredger	40
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	40
Drywall Taper (See Painter & Drywall Taper)	45
Electrician	41
Elevator Constructor, Installer and Mechanic	43
Glazier	43
Hazardous Materials Handler	43
Highway/Parking Striper	43
Ironworker	43
Laborer	43
Limited Energy Electrician	44
Line Constructor	45
Marble Setter	45
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	38
Painter	45
Piledriver (See Carpenter Group 6)	38
Plasterer and Stucco Mason	45
Plumber/Pipefitter/Steamfitter	46
Power Equipment Operator	46
Roofer	48
Sheet Metal Worker	48
Soft Floor Layer	49
Sprinkler Fitter	49
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	49
Tender to Plasterer and Stucco Mason	49
Testing and Balancing (TAB) Technician	50
Tilesetter/Terrazzo Worker: Hard Tilesetter	50
Tile, Terrazzo, and Marble Finisher	50
Truck Driver	50
MAP: Power Equipment Operator, Zone 1	51

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TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ASBESTOS WORKER/INSULATOR

50.52 22.67

Firestop Containment **34.91 15.91**

BOILERMAKER **38.56 30.33**

BRICKLAYER/STONEMASON

40.00 20.32

(This trade is tended by "Tenders to Mason Trades")
 (Add \$1.00 per hour to Fringe for Refractory repair work)

CARPENTER

Zone A (Base Rate)

Group 1	40.32	16.87
Group 2	40.48	16.87
Group 3	40.90	16.87
Group 4	41.07	16.87
Group 5	40.88	16.87
Group 6	41.44	16.87

Zone Differential for Carpenters
 (Add to Zone A Base Rate)

Zone B	1.25 per hour
Zone C	1.70 per hour
Zone D	2.00 per hour
Zone E	3.00 per hour
Zone F	5.00 per hour
Zone G	10.00 per hour

- Zone A: Projects located within 30 miles of the respective city hall of the cities listed.
- Zone B: More than 30 miles but less than 40 miles.
- Zone C: More than 40 miles but less than 50 miles.
- Zone D: More than 50 miles but less than 60 miles.
- Zone E: More than 60 miles but less than 70 miles.
- Zone F: More than 70 miles but less than 100 miles.
- Zone G: More than 100 miles.

CARPENTER (continued)

Reference Cities for Group 1 and 2 Carpenters

Albany	Goldendale	Madras	Roseburg
Astoria	Grants Pass	Medford	Salem
Baker City	Hermiston	Newport	The Dalles
Bend	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Pendleton	Vancouver
Burns	La Grande	Portland	
Coos Bay	Lakeview	Port Orford	
Eugene	Longview	Reedsport	

Group 3 (Millwright Group-I) Group 4 (Millwright Group-II)

Zones for Groups 3 and 4 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Group 5 (Bridge & Highway Carpenter) Group 6 (Piledriver)

Zones for Groups 5 and 6 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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CARPENTER (continued)

Welders receive \$1.75/hour above their group's rate with an eight (8) hour minimum.

When working with creosote and other toxic, treated wood and steel material, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

When working in sheet pile coffer dams or cells up to the external water level, Group 6 workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

(This trade is tended by "Concrete Laborer")

Base Rate

Group 1	32.10	20.17
Group 2	32.80	20.17
Group 3	32.80	20.17
Group 4	33.50	20.17

Zone Differential for Cement Mason
(Add to Basic Hourly Rate)

Zone A	3.00 per hour
Zone B	5.00 per hour
Zone C	10.00 per hour

Zone A: Projects located 60-79 miles of the respective city hall of the Reference Cities listed below.

Zone B: Projects located 80-99 miles of the respective city hall of the Reference Cities listed below.

Zone C: Projects located 100 or more miles of the respective city hall of the Reference Cities listed below.

Reference Cities for Zones A-C (Cement Mason)

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver

When a contractor takes current employees to a project that is located more than 59 miles from the city hall of the Reference City that is closest to the contractor's place of business, Zone Pay is to be paid for the distance between the city hall of the identified Reference City and the project site.

CEMENT MASON (continued)

Note: All miles are to be determined on the basis of road miles using the normal route (shortest time – best road), from the city hall of the Reference City closest to the contractor's place of business and the project.

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	89.71	16.87
DIVER TENDER	45.71	16.87

- 1) For those workers who reside within a reference city below, their zone pay shall be computed from the city hall of the city wherein they reside.
- 2) For those workers who reside nearer to a project than is the city hall of any reference city below, the mileage from their residence may be used in computing their zone pay differential.
- 3) The zone pay for all other projects shall be computed from the city hall of Portland.

Zone Differential for Diver/Diver Tender
(Add to Zone 1 Base Rate)

Zone 2	.85 per hour
Zone 3	1.25 per hour
Zone 4	1.70 per hour
Zone 5	2.00 per hour
Zone 6	3.00 per hour
Zone 7	5.00 per hour

Zone 1: Projects located within 30 miles of city hall of the reference cities listed.

Zone 2: More than 30 miles, but less than 40 miles.

Zone 3: More than 40 miles, but less than 50 miles.

Zone 4: More than 50 miles, but less than 60 miles.

Zone 5: More than 60 miles, but less than 70 miles.

Zone 6: More than 70 miles, but less than 100 miles.

Zone 7: More than 100 miles from the city hall of employee's home local.

Reference Cities for Diver/Diver Tender

Astoria	Klamath Falls	Newport	Roseburg
Bend	Longview	North Bend	Salem
Eugene	Medford	Portland	The Dalles

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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DIVER & DIVER TENDER (continued)

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the Diver.

Basic Hourly Rate	+	Hourly Depth Pay	+	Hourly Enclosure Pay	=	Diver Total Hourly Pay Rate
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Diver Depth Pay:

Depth of Dive Hourly Depth Pay

50-100 ft.	\$2.00 per foot over 50 feet
101-150 ft.	\$3.00 per foot over 100 feet
151-220 ft.	\$4.00 per foot over 150 feet
Over 220 ft.	\$5.00 per foot over 220 ft.

Depth shall be figured from the surface to the actual depth where the diving work is being performed.

Diver Enclosure Pay (working without vertical escape):

Distance Traveled

In the Enclosure Hourly Enclosure Pay

0 - 25ft.	N/C
25 - 300 ft.	\$1.00 per foot from the entrance
300 - 600 ft.	\$1.50 per foot beginning at 300 ft.
Over 600 ft.	\$2.00 per foot beginning at 600 ft.

DREDGER

Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	45.96	14.35
Assistant Engineer (Watch Engineer, Mechanic Machinist)	42.80	14.35
Tenderman (Boatman Attending Dredge Plant) Fireman	41.31	14.35
Fill Equipment Operator	40.14	14.35
Assistant Mate	37.44	14.35

Zone Differential for Dredgers
(Add to Zone A Base Rate)

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

- Zone A: Center of jobsite to no more than 30 miles from the city hall of Portland.
- Zone B: More than 30 miles but not more than 60 miles.
- Zone C: Over 60 miles.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	40.61	16.58
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	40.61	16.58

See Zone Differential on page 41

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER (continued)

Zone Differential for Drywall, Lather, Acoustical Carpenter & Ceiling Installer
(Add to Zone 1 Base Rate)

Zone mileage based on road miles:

Zone B	31-40 miles	1.25 per hour
Zone C	41-50 miles	1.70 per hour
Zone D	51-60 miles	2.00 per hour
Zone E	61-70 miles	3.00 per hour
Zone F	71-100 miles	5.00 per hour
Zone G	101 or more	10.00 per hour

The correct transportation allowance shall be based on AAA road mileage from the City Hall of the transportation reference cities herein listed.

Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

Albany	Coquille	Medford	Roseburg
Astoria	Eugene	Newport	Salem
Baker	Grants Pass	North Bend	Seaside
Bandon	Hermiston	Pendleton	The Dalles
Bend	Klamath Falls	Portland	Tillamook
Brookings	Kelso-Longview	Reedsport	Vancouver

ELECTRICIAN

Area 1

Electrician	31.65	15.16
Cable Splicer	34.82	15.34

Reference Counties Area 1

Malheur

Area 2

Electrician	46.05	21.06
Cable Splicer	48.35	21.13

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Add 50% of the base rate when workers are required to work under the following conditions:

ELECTRICIAN (continued)

- 1) Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.
- 2) From trusses, swing scaffolds, bosun's chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.

Area 3

Electrician	40.00	19.55
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Reference Counties Area 3

Coos Curry	Douglas (a) Lane (a)	Lincoln
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(a) Those portions of Lane and Douglas lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31% for all hours worked.

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of:

50 – 75 feet to the ground	Add 1 ½ x the base rate
75+ feet to the ground	Add 2 x the base rate

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ELECTRICIAN (continued)

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

Area 4

Electrician	45.01	19.79
Cable Splicer	49.51	19.93
Lighting Maintenance/ Material Handlers	19.57	9.84

Reference Counties Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) That portion of Lane County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

(c) South half

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Area 5

Electrician	44.85	24.87
Electrical Welder	49.34	25.00
Material Handler/ Lighting Maintenance	25.56	16.44

Reference Counties Area 5

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) North Half

ELECTRICIAN (continued)

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17.3% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Zone Pay for Area 5 Electrician and Electrical Welder

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

Zone 1	31-50 miles	1.50 per hour
Zone 2	51-70 miles	3.50 per hour
Zone 3	71-90 miles	5.50 per hour
Zone 4	Beyond 90	9.00 per hour

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria	Seaside	Tillamook
Hood River	The Dalles	

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

Area 6

Electrician	35.19	16.80
Lighting Maintenance and Material Handlers	16.97	9.76

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

See Shift Differential on page 43

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ELECTRICIAN (continued)

	<u>Shift Differential</u>	
1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance of 50 to 90 feet from the ground or supporting structures shall be paid 1-1/2 times the base rate of pay.

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic	54.09	39.72
	<u>Reference Counties Area 1</u>	
Baker	Umatilla	Union Wallowa

Area 2

Mechanic	56.10	41.00
	<u>Reference Counties Area 2</u>	
	All remaining Counties	

GLAZIER **40.33** **22.89**

(Add \$1.00 to base rate if safety belt is required by State safety regulations)

(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)

HAZARDOUS MATERIALS HANDLER

25.03 **12.68**

HIGHWAY/PARKING STRIPER

35.22 **12.90**

Shift Differential
(Add \$1.85 to base rate for shifts that start between 3:00pm and 4:00am)

IRONWORKER

Zone 1 (Base Rate): **38.00** **26.86**

Zone Differential for Ironworker
(Add to Basic Hourly Rate)

Zone 2 **5.63/hr.** or \$45.00 maximum per day
Zone 3 **8.75/hr.** or \$70.00 maximum per day
Zone 4 **11.25/hr.** or \$90.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.
Zone 2: More than 45 miles, but less than 60 miles.
Zone 3: More than 60 miles, but less than 100 miles.
Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using AAA road mileage computed from the city hall or dispatch center of the reference cities listed below or the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford Portland

LABORER

Zone A (Base Rate):

Group 1	30.82	14.57
Group 2	31.97	14.57
Group 3	26.72	14.57

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

See Zone Differential on page 44

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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LINE CONSTRUCTOR

Area 1

Group 1	59.09	20.50
Group 2	52.76	20.22
Group 3	30.05	12.94
Group 4	45.37	16.69
Group 5	39.57	14.98
Group 6	33.24	14.70
Group 7	18.14	10.44

Reference Counties Area 1

All counties except Malheur County

Area 2

Cable Splicer	53.11	16.83
Journeyman Lineman	48.09	16.33
Line Equip. Operator	39.99	15.45
Groundman	28.39	13.07

Reference County Area 2

Malheur County

MARBLE SETTER **41.00** **20.32**

(This trade is tended by "Tile, Terrazzo, & Marble Finishers")

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	23.94	13.04
INDUSTRIAL PAINTING	25.14	13.04
BRIDGE PAINTING	29.96	13.04

(Add \$0.75 to base rate for work over 60 ft. high on swing stage, mechanical climber, spider or bucket truck for all wage classifications)

DRYWALL TAPER

Zone A (Base Rate)

38.48 **16.71**

PAINTER & DRYWALL TAPER (continued)

Zone Differential for Drywall Taper
(Add to Zone A Base Rate)

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

Dispatch Cities for Drywall Taper

Albany	Coquille	Medford	Roseburg
Astoria	Eugene	Newport	Salem
Baker	Grants Pass	North Bend	Seaside
Bandon	Hermiston	Pendleton	The Dalles
Bend	Klamath Falls	Portland	Tillamook
Brookings	Kelso-Longview	Reedsport	Vancouver

Zone A: Projects located less than 61 miles of the respective city hall of the dispatch cities listed.

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

(This trade is tended by "Tenders to Plasterers")

Zone A (Base Rate)

Plasterer	36.97	17.63
Swinging Scaffold	37.97	17.63
Nozzleman	38.97	17.63

Zone Differential for Plasterer and Stucco Mason
(Add to Zone A Base Rate)

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

See Zone Differential mileage on page 46

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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POWER EQUIPMENT OPERATOR (continued)

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

(Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment)

(Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable)

(Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation)

Shift Differential

Two-Shift Operations:

On a two shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

Zone Pay Differential for Power Equipment Operator
(Add to Zone 1 Base Rate)

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

POWER EQUIPMENT OPERATOR (continued)

See map on page 51 for Zone 1 of this classification

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ROOFER

Area 1

Roofer	34.63	19.37
Handling coal tar pitch	38.09	19.37
Remove fiberglass insulation	38.09	19.37

Reference Counties Area 1

Baker	Gilliam	Multnomah	Washington
Clackamas	Grant	Sherman	Wheeler
Clatsop	Hood River	Tillamook	
Columbia	Jefferson	Wasco	

Area 2

Roofer	28.05	18.54
Handling coal tar pitch	30.05	18.54
Remove fiberglass insulation	29.55	18.54

Reference Counties Area 2

Benton	Douglas	Lake	Marion
Coos	Harney	Lane	Polk
Crook	Jackson	Lincoln	Yamhill
Curry	Josephine	Linn	
Deschutes	Klamath	Malheur	

Area 4

Roofers	28.08	13.01
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Reference Counties Area 4

Umatilla	Union	Wallowa
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(Add \$2.00 to basic hourly rate for employees working with irritable bituminous materials)

(Add \$2.00 to basic hourly rate for employees removing fiberglass insulation)

Area 5

Roofers	28.25	12.81
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Reference County for Area 5

Morrow

(Add \$3.00 to base rate for employees working with irritable and pitch bituminous materials)

SHEET METAL WORKER

Area 1

40.29	21.61
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Reference Counties Area 1

Benton	Grant	Multnomah	Washington
Clackamas	Hood River	Polk	Wheeler
Clatsop	Lincoln	Sherman	Yamhill
Columbia	Linn	Tillamook	
Gilliam	Marion	Wasco	

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 2

27.25	19.26
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Reference Counties Area 2

Baker	Malheur
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(Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3

39.00	21.82
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Reference Counties Area 3

Morrow	Umatilla	Union	Wallowa
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(Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask)

Area 4

33.39	19.47
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Reference Counties Area 4

Douglas	Lane
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(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork

See **SHEET METAL WORKER**

Water Distribution Systems

See **PLUMBER/PIPEFITTER/STEAMFITTER**

TILESETTER/TERRAZZO WORKER: Hard Tilesetter

34.25 18.87

(This trade is tended by "Tile, Terrazzo, & Marble Finisher")

(Add \$1.00 to base rate when working with a safety belt)

(Add \$1.00 to base rate if work involves epoxy, furnane, alkox or acetylene black grouting)

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER

26.10 13.76

(Add \$1.00 to base rate when working with a safety belt)

(Add \$1.00 to base rate if work involves epoxy, furnane, alkox or acetylene black grouting)

2. BRICK AND MARBLE FINISHER

26.10 13.89

(Add \$1.00 to base rate for Refractory work)

TRUCK DRIVER

Zone A (Base Rate)

Group 1	29.08	15.27
Group 2	29.20	15.27
Group 3	29.34	15.27
Group 4	29.62	15.27
Group 5	29.85	15.27
Group 6	30.03	15.27
Group 7	30.24	15.27

TRUCK DRIVER (continued)

Zone differential for Truck Drivers
(Add to Zone A Base Rate)

Zone B	.65 per hour
Zone C	1.15 per hour
Zone D	1.70 per hour
Zone E	2.75 per hour

Zone A: Projects within 30 miles of the cities listed.
 Zone B: More than 30 miles but less than 40 miles.
 Zone C: More than 40 miles but less than 50 miles.
 Zone D: More than 50 miles but less than 80 miles.
 Zone E: More than 80 miles.

Reference Cities

Albany	Eugene	Madras	Reedsport
Astoria	Goldendale	Medford	Roseburg
Baker	Grants Pass	McMinnville	Salem
Bend	Hermiston	Newport	The Dalles
Bingen	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Oregon City	Vancouver
Burns	LaGrande	Pendleton	
Coos Bay	Lakeview	Portland	
Corvallis	Longview	Port Orford	

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

TRADE

HOURLY BASE RATE
HOURLY FRINGE RATE

TRADE

HOURLY BASE RATE
HOURLY FRINGE RATE

POWER EQUIPMENT OPERATOR

ZONE 1



SCALE

0 10 MILES



Contract Data Reporting for FPDS Users

Attention: The FPDS contract award reporting functions will be migrating to the beta.SAM.gov Data Bank ...

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Wage Determination

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WAGE DETERMINATIONS

Davis-Bacon Act WD # OR20200076

What you think matters!

Provide Feedback

Wage Determination	
Modification #	0
Construction	Heavy
Published Date	Jan 03, 2020

States and Counties

State
Oregon

Counties
Tillamook

Document

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"General Decision Number: OR20200076 01/03

Superseded General Decision Number: OR20190076

State: Oregon

Construction Type: Heavy

County: Tillamook County in Oregon.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly mi of \$10.80 for calendar year 2020 applies to all cont subject to the Davis-Bacon Act for which the contrac (and any solicitation was issued) on or after Januar If this contract is covered by the EO, the contracto all workers in any classification listed on this wag determination at least \$10.80 per hour (or the appli wage rate listed on this wage determination, if it i for all hours spent performing on the contract in ca year 2020. If this contract is covered by the EO an classification considered necessary for performance the contract does not appear on this wage determinat contractor must pay workers in that classification a the wage rate determined through the conformance pro forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wag if it is higher than the conformed wage rate). The wage rate will be adjusted annually. Please note th this EO applies to the above-mentioned types of cont entered into by the federal government that are subj to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related including those set forth at 29 CFR 5.1(a)(2)-(60). information on contractor requirements and worker pr under the EO is available at www.dol.gov/whd/govcont

Modification Number	Publication Date
0	01/03/2020

* CARP0001-037 06/01/2019

	Rates	Fri
CARPENTER (Including Form		
Work).....	\$ 40.32	
MILLWRIGHT.....	\$ 40.90	

ELEC0048-018 01/01/2019

	Rates	Fri
ELECTRICIAN.....	\$ 44.85	

ELEC0125-002 02/01/2018

	Rates	Fri
LINE CONSTRUCTION		
LINEMAN.....	\$ 51.73	1%+

ENGI0701-036 01/01/2018

	Rates	Fri
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	
GROUP 1A.....	\$ 43.73	
GROUP 1B.....	\$ 45.82	
GROUP 2.....	\$ 39.74	
GROUP 3.....	\$ 38.59	
GROUP 4.....	\$ 37.51	
GROUP 5.....	\$ 36.27	
GROUP 6.....	\$ 33.05	

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in work; Whirley Operator, 90 ton and over; LATTICE B CRANE: Operator 200 tons through 299 tons, and/or feet boom; HYDRAULIC CRANE: Hydraulic Crane Operat tons through 199 tons with luffing or tower attach

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 over (with luffing or tower attachment); LATTICE B

CRANE: Operator, 200 tons through 299 tons, with 0 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons to 400 tons with over 200 feet boom; Operator 400 tons and above;

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 tons through 150 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); Rubber tired scraper; Tandem scrapers; Loader 120,000 lbs and above; Blade Grader; Blade Operator-Robotic; Bulldozer over 120,000 lbs and above;

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 tons through 150 tons (and less than 150 feet boom); Rubber Tired Scrape Tandem scrapers; self loading, paddle wheel, auger finish and/or 2 or more units; Loader 60,000 lbs and above; Bulldozer over 70,000 lbs up to and including 120,000 lbs;

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator under 50 tons; TRACKHOE/BACKHOE-ROBOTIC: track type, up to and including 20,000 lbs. with any or all attachments; BLADE: Blade Operator; Tractor operator with boom attachment; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 100,000 lbs pullback; CRANE: Chicago boom and similar type lifting device, 5 ton capacity or less; Rubber Tired Scraper, single engine, single scraper; Compactor-Propelled; Loaders 25,000 lbs and less than 60,000 lbs; Bulldozer over 20,000 lbs and more than 100 horse power; Screed; Compactor with blade

GROUP 5: TRACKHOE/BACKHOE HYDRAULIC: Track type up to and including 20,000 lbs, Wheel type (Ford, John Deere, etc.); Boom truck operator; DRILLING: Churn Drill Boring Machine Operator; Directional Drill Operator

than 20,000 lbs pullback; Loaders, rubber tired t
less than 25,00 lbs; Forklift over 5 ton, Bulldoze
lbs or 100 horses or less; Roller; Compactor witho

GROUP 6: LOADERS: (less than 1 cu yd.); Oiler; G
Checker; Crane oiler; Forklift; Roller (non-asphalt

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMB
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFIC
INDICATED:

All jobs or projects located in Multnomah, Clackam
Marion Counties, West of the western boundary of M
National Forest and West of Mile Post 30 on Inters
and West of Mile Post 30 on State Highway 26 and W
Mile Post 30 on Highway 22 and all jobs or project
in Yamhill County, Washington County and Columbia
and all jobs or projects located in Clark & Cowlit
Washington except that portion of Cowlitz County i
St. Helens "Blast Zone" shall receive Zone I pay
classifications.

All jobs or projects located in the area outside t
identified boundary above, but less than 50 miles
Portland City Hall shall receive Zone II pay for a
classifications.

All jobs or projects located more than 50 miles fr
Portland City Hall, but outside the identified bor
above, shall receive Zone III pay for all classifi

For the following cities: ALBANY; BEND; COOS BAY;
GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of th
respective city hall of the above mentioned cities
receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles an
50 miles from the respective city hall of the abov

mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles fr respective city hall of the above mentioned cities receive Zone III pay for all classifications.

ENGI0701-037 01/01/2018

Rates Fri

POWER EQUIPMENT OPERATOR:

(PIPELINE)

GROUP 2.....	\$ 39.74
GROUP 3.....	\$ 38.59
GROUP 4.....	\$ 37.51
GROUP 5.....	\$ 36.27

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 2: Bulldozer over 120,000 lbs and above;

GROUP 3: Bulldozer over 70,000 lbs up to and inclu 120,000 lbs;

GROUP 4: TRACKHOE/BACKHOE-ROBOTIC: track and whe to and including 20,000 lbs. with any or all atta Bulldozer over 20,000 lbs and more than 100 horse 70,000 lbs

GROUP 5: TRACKHOE/BACKHOE HYDRAULIC: Track type up including 20,000 lbs, Wheel type (Ford, John Deer, Type); Bulldozer 20,000 lbs or 100 horses or less

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMB CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFIC INDICATED:

All jobs or projects located in Multnomah, Clackam

Marion Counties, West of the western boundary of M National Forest and West of Mile Post 30 on Inters and West of Mile Post 30 on State Highway 26 and W Mile Post 30 on Highway 22 and all jobs or project in Yamhill County, Washington County and Columbia and all jobs or projects located in Clark & Cowlit Washington except that portion of Cowlitz County i St. Helens ""Blast Zone"" shall receive Zone I pay classifications.

All jobs or projects located in the area outside t identified boundary above, but less than 50 miles Portland City Hall shall receive Zone II pay for a classifications.

All jobs or projects located more than 50 miles fr Portland City Hall, but outside the identified bor above, shall receive Zone III pay for all classifi

For the following cities: ALBANY; BEND; COOS BAY; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of th respective city hall of the above mentioned cities receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles an 50 miles from the respective city hall of the abov mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles fr respective city hall of the above mentioned cities receive Zone III pay for all classifications.

* IRON0029-013 07/01/2019

	Rates	Fri
IRONWORKER (Reinforcing and Structural).....	\$ 38.00	

LABO0737-031 06/01/2019

Rates

Fri

Laborers:

GROUP 1.....	\$ 30.82
GROUP 2.....	\$ 31.97

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreader

GROUP 2: Grade Checker

PAIN0055-020 07/01/2019

Rates

Fri

Painters:

Brush, Roller and Spray.....	\$ 22.94
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PLAS0555-006 07/01/2019

Rates

Fri

CEMENT MASON/CONCRETE FINISHER...	\$ 35.83
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TEAM0037-012 06/01/2019

Rates

Fri

TRUCK DRIVER

GROUP 1.....	\$ 29.08
GROUP 2.....	\$ 29.20
GROUP 3.....	\$ 29.34
GROUP 4.....	\$ 29.62

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Water Truck up to 3,000 gallons

GROUP 2: Water Truck over 3,000 to 5,000 gallons

GROUP 3: Water Truck over 5,000 to 10,000 gallons

GROUP 4: Water Truck over 10,000 to 15,000 gallons

SUOR2009-074 11/23/2009

	Rates	Fri
LABORER: Common or General.....	\$ 20.31	
LABORER: Flagger.....	\$ 18.76	
LABORER: Mason Tender - Cement/Concrete.....	\$ 21.27	
LABORER: Pipelayer.....	\$ 20.77	
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 22.77	
OPERATOR: Broom/Sweeper.....	\$ 32.31	
OPERATOR: Excavator.....	\$ 21.73	
OPERATOR: Mechanic.....	\$ 20.64	
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 27.59	
TRUCK DRIVER: Dump Truck.....	\$ 17.22	
TRUCK DRIVER: Off the Road Truck.....	\$ 31.81	

WELDERS - Receive rate prescribed for craft performi
operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid
for Federal Contractors applies to all contracts sub
Davis-Bacon Act for which the contract is awarded (a
solicitation was issued) on or after January 1, 2017
contract is covered by the EO, the contractor must p
employees with 1 hour of paid sick leave for every 3
they work, up to 56 hours of paid sick leave each ye

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, for preventive care; to assist a family member (or person like family to the employee) who is ill, injured, or has health-related needs, including preventive care; or to assist a family member (or person like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included in the scope of the classifications listed may be added to an award only as provided in the labor standards contract (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for each cited type(s) of construction in the area covered by the determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the prevailing rate is a union rate (current union negotiated rate), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier in dotted lines beginning with characters other than "UAVG" denotes that the union classification and rate are prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier for the union which prevailed in the survey for this classification, which in this example would be Plumbers Local 0198. The 005 indicates the local union number or district council where applicable, i.e., Plumbers Local 0198. The next 005 in the example, is an internal number used in preparing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is 2014.

Union prevailing wage rates are updated to reflect a changes in the collective bargaining agreement (CBA) this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier i no one rate prevailed for this classification in the the published rate is derived by computing a weighte rate based on all the rates reported in the survey f classification. As this weighted average rate inclu rates reported in the survey, it may include both un non-union rates. Example: SULA2012-007 5/13/2014. SU the rates are survey rates based on a weighted avera calculation of rates and are not majority rates. LA the State of Louisiana. 2012 is the year of survey o these classifications and rates are based. The next in the example, is an internal number used in produc wage determination. 5/13/2014 indicates the survey c date for the classifications and rates under that id

Survey wage rates are not updated and remain in effe new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier i that no single majority rate prevailed for those classifications; however, 100% of the data reported classifications was union data. EXAMPLE: UAVG-OH-001 08/29/2014. UAVG indicates that the rate is a weight average rate. OH indicates the state. The next numbe the example, is an internal number used in producing determination. 08/29/2014 indicates the survey compl for the classifications and rates under that identif

A UAVG rate will be updated once a year, usually in each year, to reflect a weighted average of the curr negotiated/CBA rate of the union locals from which t based.

WAGE DETERMINATION APPEALS PROCES

1.) Has there been an initial decision in the matter
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a p
a wage determination matter
- * a conformance (additional classification and rate

On survey related matters, initial contact, includin
for summaries of surveys, should be with the Wage an
Regional Office for the area in which the survey was
because those Regional Offices have responsibility f
Davis-Bacon survey program. If the response from thi
contact is not satisfactory, then the process descri
and 3.) should be followed.

With regard to any other matter not yet ripe for the
process described here, initial contact should be wi
Branch of Construction Wage Determinations. Write t

Branch of Construction Wage Determinatio
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, the
interested party (those affected by the action) can
review and reconsideration from the Wage and Hour Ad
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statemen
interested party's position and by any information (
payment data, project description, area practice mat
etc.) that the requestor considers relevant to the i

3.) If the decision of the Administrator is not favo

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Wri

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board

=====

END OF GENERAL DECISION

"

History



Jan 03, 2020

OR20200076 - Modification 0

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- Tuesday, Feb 11, 2020, 8:12 PM

END OF DIVISION 3 DOCUMENTS

**DIVISION 4 -
MINORITY, WOMEN AND EMERGING SMALL BUSINESS
ACTIVITY REPORT AND CITY OF TILLAMOOK SECTION 3 PLAN**

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Minority, Women and Emerging Small Business Activity Report

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youth build programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency					2. Location (City, State, ZIP Code)								
3a. Name of Contact Person			3b. Phone Number (Including Area Code)			6. Date Submitted							
See Explanation of Codes below													
									7j.				
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	Name	Street	City	State	Zip Code

7c: Type of Trade Codes:

- | | |
|------------------------|----------------------------|
| 1 = New Construction | 6 = Professional |
| 2 = Substantial Rehab. | 7 = Tenant Services |
| 3 = Repair | 8 = Education/Training |
| 4 = Service | 9 = Arch./Engrg. Appraisal |
| 5 = Project Mangt. | 0 = Other |

7d: Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number were provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number were provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic Code: Enter the numeric code, which indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code that seems most appropriate. If the subcontractor ID number were provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

[END OF DIVISION 4 DOCUMENTS]

**DIVISION 5 -
STANDARD TECHNICAL SPECIFICATIONS**

2018 Version of the Oregon Standard Specifications for Construction

https://www.oregon.gov/ODOT/Business/Documents/2018_STANDARD_SPECIFICATIONS.pdf

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[END OF DIVISION 5 DOCUMENTS]

**DIVISION 6 -
SPECIAL PROVISIONS TO THE STANDARD TECHNICAL
SPECIFICATIONS**

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SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications modified as follows:

00210.40 Mobilization - Add the following bullet to the end of the bullet list:

- Obtaining and maintaining access to Doc Express®, and using Doc Express® to submit documents according to 00170.08.

00210.90 Payment - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for any costs associated with obtaining and maintaining access to Doc Express® or the use of Doc Express®.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02 Public Safety and Mobility - Add the following bullet to the end of the bullet list:

- Work done near schools will be done, whenever possible, when school is not in session, or during hours and at a noise level that will not interfere with the daily activities at the schools. If work is done when school is in session, the contractor shall submit for approval a plan for working hours to the Tillamook School District 14 calendar days prior to the first impacted school day.

00220.02(b) Temporary Pedestrian Accessible Route Plan - Add the following bullet to the end of the bullet list:

- For an active work area controlled at each end by flaggers, provide transportation for pedestrians and bicyclists through the active work area according to Section 00225.

00220.03(b) Closures - Add the following bullet to the end of the bullet list:

- **On Street Parking** - A minimum of 14 calendar days before closing on-street parking. After receiving written approval, provide 48 hours' public notification before limiting the on-street parking.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.02(a) Temporary Signs - Add the following to the end of the bullet list:

- Ten Calendar Days prior to the start of work, place a "SIDEWALK OPEN" (CW11-3) sign in advance of each end of the work area. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade, or on a single-post TSS. Do not place the sign or support such that it narrows the pedestrian pathway to a width less than 4 feet.
- Before starting work, place pedestrian-specific TCM as shown in the TCP, or as directed. Maintain "SIDEWALK OPEN" (CW11-3) signs while work is affecting the pedestrian pathway.
- Place a "PEDESTRIANS ON ROADWAY" (CW11-2) sign at the beginning of each end of the work area, facing incoming traffic as shown, or as directed.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.

00225.05 Traffic Control Plan - Add the following paragraph to the end of the section:

- Provide a copy of the Traffic Control Plan to the local 911 office and Tillamook Transportation District for review and approval. The Traffic Control Plan shall be submitted to these agencies a minimum 14 calendar days prior to the preconstruction conference.

00225.32(b) Traffic Control Inspection Without TCS - Add the following bullet(s) to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a work zone incident during non-work periods.

Add the following subsection:

00225.41(b)(6) Existing Facility Sign Supports - When mounting temporary signs on existing facilities, install signs as shown on the Standard Drawings or other mounting methods approved by the Engineer.

00225.84(a) Flagger Station Lighting - Replace this subsection, except for the subsection number and title, with the following:

No measurement will be made for flagger station lighting.

00225.88(a) Flaggers - Replace this subsection, except for the subsection number and title, with the following:

No measurement will be made for flaggers.

00225.91 Temporary Signing - Add the following to the end of this subsection:

Payment will be made for not more than two sets of work area signs. All additional sets of work area signs will be at no additional cost to the Agency.

00225.94 Work Zone Lighting - Delete Pay Item (a) from the pay item list.

Replace the paragraph that begins "Item (a) includes..." with the following paragraph:

No separate or additional payment will be made for flagger station lighting.

00225.98 Flaggers and Traffic Control Supervisors - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for flaggers.

To be accompanied by Standard Drawings:

TM850.....2 Lane, 2-Way Roadways

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.62 Inspection and Monitoring - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer with 24 hours.

00280.90 Payment -

Add the following pay item to the pay item list:

Replace "(q) Inlet Protection, Type ____.....Each" with:
(q) Inlet Protection, Type 4.....Each

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.20(c)(1) General - Replace the paragraph that begins "Segregate all demolition debris according to..." with the following paragraph:

Segregate all demolition and construction debris according to its intended end use (reuse, recycle, or dispose). If required, store in designated areas in a manner that prevents contamination to Soil and water and prevents fugitive dust emissions. Remove all waste materials recovered from the site unless otherwise approved, in writing. Retain disposal and recycling facility receipts for wastes generated on site for at least 1 year after completion of the Project. Provide copies of the receipts to the Engineer within 7 Calendar Days of the disposal or recycling.

00290.32 Noise Control - Add the following paragraphs to the end of this subsection:

The Contractor's attention is directed to City of Tillamook Ordinance No. 130.08 which states that noise is only acceptable from 7 am to 6 pm. If night work is required, City Council approval will be required. The City will need three week's notice to get City Council approval.

00290.41 Protection of Wetlands – Replace the title of this subsection with "**Protection of Waters of the U.S. or State**"

Delete the paragraph that begins with "For the purposes of this Section...".

00290.41(a) Identifying Wetlands – Replace the title of this subsection with "**Identifying Waters of the U.S. or State, Including Wetlands**"

00290.51 Protection of Sensitive Cultural Sites - Add the following to the end of this subsection:

Comply with the City of Tillamook Inadvertent Discovery Plan, updated October 2019. Any inadvertent discovery of sensitive sites during ground disturbance activities shall result in an immediate stoppage of work.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

Measurement

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

Payment

00305.90 Payment - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.91 Lump Sum Basis - Replace the pay item that begins "(a) Removal of Structures and Obstructions" with:

- (a) Removal of Structures and Obstructions (except removal of manholes, and removal of inlets) Lump Sum

00310.92 Separate Item Basis - Items (a), (b), (c), (d) and associated descriptions following the pay item list shall be deleted.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.12 Bedding - Replace the bullet that begins "3/8" - 0 PCC Fine Aggregate..." with the following bullet:

- 3/8" - 0 PCC fine Aggregate conforming to 02690.30(g).

00405.46(c)(2) Class A, B, C, or D Backfill - Replace the paragraph that begins "Compact the top 3 feet..." with the following paragraph:

Compact each layer of trench backfill material within the Roadway and Shoulders, and within a 2V:1H Slope line projected from each Subgrade Shoulder, to not less than 95 percent of maximum density. Compact all other trench backfill material to not less than 90 percent of maximum density.

SECTION 00410 - COMMON PROVISIONS FOR PIPE LINING

Comply with Section 00410 of the Standard Specifications modified as follows:

00410.00 Scope – Add the following to the end of the first paragraph: "This work also includes grouting of joints within pipe segments prior to CIPP work and reconnection of laterals to mains via excavation".

00410.03 Submittals – Add the following to the end of the second paragraph: "Within 7 days of the pre-installation video submittal, the contractor shall submit a joint grouting plan for review and approval. This plan shall document the locations where joint grouting is necessary to facilitate the CIPP work along with the proposed method and materials used for grouting. Joint grouting work may not be approved if CIPP worked can reasonably be completed without grouting of the joints. Grout materials shall conform to the following minimum requirements:

1. While being injected, the grout must be able to react /perform in the presence of water (groundwater).
2. The ability to increase grout mix viscosity, density and gel strength by increased concentration of constituents or the use of approved additives.
3. The cured grout must withstand submergence in water without degradation.
4. The resultant grout formation must be homogeneous and prevent the passage of water (infiltration) through the pipe joint.
5. The grout must not be biodegradable.

6. The cured grout should be chemically stable and resistant to organics found in sewage.
7. Residual grout shall be easily removable from the sewer line to prevent blockage of the sewage flow. At the CONTRACTOR'S discretion and according to field conditions, additives may be selected and used within the manufacturers recommended quantities.

00410.44 Host Pipe Preparation - Add the following paragraph(s) to the end of this subsection:

Contractor shall grout pipe joints as detailed in the approved joint grouting plan.

Add the following subsection:

00410.80 Measurement – The quantity of joint grouting will be measured on the unit basis for the number of joints chemically sealed. The quantity of lateral reconnections by excavation will be measured on the unit basis.

Add the following subsection:

00410.90 Payment – The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a).....	Joint GroutingEach

In item (a), the unit price for this Item will be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of chemically sealing and immediate re-evaluation (including video inspection) of pipe joints as specified.

SECTION 00412 - CURED-IN-PLACE PIPE LINING

Comply with Section 00412 of the Standard Specifications modified as follows:

00412.00 Scope - Add the following to the end of this subsection:

This work also include cured-in-place lining of laterals. Distances of lateral lining are indicated on the plans. If no length is indicated, it shall be assumed that the lateral will be lined a distance of three (3) feet from the connection at the main.

00412.02 Design Parameters - Add the following to the end of this subsection:

The following design parameters apply to the 18-inch segments of CIPP:

Condition	Parameter
Load Conditions:	
Soil	13.5' deep to crown, 120 lb/ft ³
Traffic	HS-20
Groundwater Elevation	3' below surface
Pipe Ovality.....	10%
Modulus of Soil Reaction	1,000 psi

The following design parameters apply to the 8-inch segments of CIPP:

Condition	Parameter
Load Conditions:	
Soil	5 feet to crown, 120 lb/ft ³
Traffic	HS-20
Groundwater Elevation	at surface
Pipe Ovality.....	10%
Modulus of Soil Reaction	1,000 psi

The following design parameters apply to the lateral liner assemblies:

Liner Assembly

1. Liner Assembly - The liner assembly shall be continuous in length and consist of one or more layers of absorbent textile material i.e. needle punched felt, circular knit or circular braided tubes that meet the requirements of ASTM F1216 and ASTM D5813 Sections 6 and 8. No intermediate or encapsulated elastomeric layers shall be in the textile that may cause de-lamination in the cured in-place pipe. The textile tube and sheet shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments, and flexibility to fit irregular pipe sections. The wet-out textile tube and sheet shall meet ASTM F 1216, 7.2 as applicable, and shall have a uniform thickness and 5% to 10% excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
2. Mainline Liner Tube - The main sheet will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the main pipe. The interior of the textile sheet shall be laminated with an impermeable, translucent flexible membrane. The textile sheet before insertion shall be permanently marked on the membrane as a "Lateral Identification" correlating to the address of the building the lateral pipe provides service.
3. Lateral Liner Tube - The exterior of the lateral liner tube shall be laminated with an impermeable, translucent flexible membrane. Longitudinal seams in the tube shall be stitched and thermally sealed. The lateral tube will be continuous in length and the wall thickness shall be uniform. The lateral tube will be capable of conforming to offset joints, bells, disfigured pipe sections and pipe diameter transitions.
4. Mainline Connection - The main tube and lateral tube shall be formed as a one-piece assembly by stitching the lateral tube to the main sheet aperture. The connecting end of the lateral tube shall be shaped to match the aperture and curvature of the main tube. The lateral tube and main tube are connected by stitching and sealing the stitching using a flexible UV cured adhesive/sealant. The main and lateral tubes are assembled in the shape of a "T" or WYE with corresponding dimensions. Submittals for the liner assembly must include the manufacturers test protocol and tests data that certifies the connection between the liner tubes is leak-free, when subjected to a controlled vacuum leak test.
5. Gasket Seals - The mainline connection shall include a seamless molded flange shaped end seal gasket attached to the main liner tube by use of stainless steel snaps. The lateral tube shall include an O-ring gasket attached six-inches from the upstream terminating end of the lateral tube.
6. End Seal Test Data - The hydrophilic gaskets must include test data that reports substantial water-tightness at the terminating ends of a CIPP when subjected to hydrostatic loading that simulates subterranean conditions. Gasket seal submittals must include tests data simulating hydration/ dehydration conditions for a period of 10,000-hours and the test results must successfully demonstrate and document long-term performance without deterioration, loss of material, flexibility, and expansion of the gasket during repeated cycles of hydration and dehydration.
7. Bladder Assembly - The liner assembly shall be surrounded by a second impermeable, inflatable, flexible translucent membrane (translucent bladder) that will contain the resin and facilitate vacuum impregnation while monitoring of the resin saturation during the resin impregnation (wet-out) procedure.

Resin System

1. The resin/liner system shall conform to ASTM D5813 Section 8.2.2.
2. The resin shall be a corrosion resistant polyester, vinyl ester, epoxy or silicate resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP, for this project.
3. The resin shall produce CIPP, which will comply with the structural and chemical resistance requirements of ASTM F1216.

Table 1 - CIPP Initial Structural Properties

Property	ASTM Test	Minimum Value	
Flexural Strength	D 790	psi 4,500	(MPa) (31)
Flexural Modulus	D 790	250,000	(1,724)

Design Considerations

1. The CIPP shall be designed per ASTM F1216, Appendix X1.
2. The CIPP design for the lateral tube shall assume no bonding to the original pipe.
3. Roughness Coefficient: The liner must be smooth and have an average “n” factor of 0.013 or lower.

00412.41 Installation - Add the following to the end of this subsection:

(c) Lateral Liner Assembly – Install CIPP lateral liners according to ASTM F-2561 and the manufacturers recommendations and the following:

1. Cleaning – lateral shall be cleaned in accordance with Section 00410 of the specifications.
2. Plugging – The upstream side of the cleanout shall be plugged during insertion and curing of the liner assembly ensuring no flows enter the pipe and no air, steam or odors will enter the building. When required, the main pipe flows will be by-passed. The pumping system shall be sized for normal to peak flow conditions. The upstream manhole shall be monitored at all times and an emergency deflating system will be incorporated so that the plugs may be removed at any time without requiring confined space entry.
3. Inspection of Pipelines – The interior of the pipeline shall be carefully inspected to determine the location of any condition that shall prevent proper installation, such as roots, and collapsed or crushed pipe sections. These conditions shall be noted. Experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television shall perform inspection of pipelines.
4. Line Obstructions – The existing service lateral shall be clear of obstructions that prevent the proper insertion and expansion of the lining system. Changes in pipe size shall be accommodated, if the lateral tube is sized according to the pipe diameter and condition. Obstructions may include dropped or offset joints of no more than 20% of inside pipe diameter.
5. Resin Impregnation – The liner assembly is encapsulated within the translucent bladder (liner/bladder assembly) shall be saturated with the resin system (wet-out) under controlled vacuum conditions. The volume of resin used shall be sufficient to fill all voids in the textile lining material at nominal thickness and diameter. The volume shall be adjusted by adding 5% to 10% excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe. No dry or unsaturated area in the mainline sheet or lateral tube shall be acceptable upon visual inspection.
6. Liner Insertion – The lateral tube and inversion bladder will be inserted into the carrying device. The main bladder and main flat sheet shall be wrapped around a “T” launching device, formed into a tube and secured by use of rubber bands. A seamless molded flange shaped end seal gasket shall be attached to the main liner tube by use of stainless steel snaps. The end seal shall be installed at the main/lateral pipe interface by inserting the gasket tube into the lateral pipe until the brim of the gasket is firmly seated against the mainline pipe. An end seal O-ring for lateral CIPP shall be installed 6-inches from the upstream terminating end of the lateral tube. The launching device is inserted into the pipe and pulled to the point of repair. The pull is complete when the lateral tube is aligned with the lateral pipe. The lateral tube is completely protected during the pull. The mainline liner is supported on a rigid “T” launcher that is elevated above the pipe invert through the use of a rotating skid system. The liner assembly shall not be contaminated or diluted by exposure to dirt or debris during the pull.
7. Bladder – The main bladder shall be inflated causing the main sheet to unwrap and expand; pressing the main tube firmly into contact with the main pipe and embedding the flange shaped gasket between the main tube and the main pipe at the lateral opening. The lateral tube is inverted through the main tube aperture by the action of the lateral bladder extending into the lateral pipe to a termination point that shall

be no less than 2-feet from the exterior cleanout. The bladder assembly shall extend beyond each end of the liner, so the liner remains open-ended and no cutting shall be required.

(d) Lateral Liner Assembly CIPP Processing –

1. Curing – After the liner has been fully deployed into the lateral pipe, pressure is maintained pressing the liner firmly against the inner pipe wall until the liner is cured at ambient temperatures or by a suitable heat source. The heating equipment shall be capable of delivering a mixture of steam and air throughout the liner bladder assembly to a uniform raise the temperature above the temperature required to cure the resin. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of the soil). The heat source temperatures shall be monitored and logged during the cure and cool down cycles. The manufacturer’s recommended cure schedule shall be submitted.
2. CIPP Processing – Curing shall be done in accordance with the manufacturer’s recommendations and without pressure interruption with air or a mixture of air and steam for the proper duration of time per the resin manufacturer’s recommendations.

(e) Lateral Liner Assembly Finish –

1. The finished CIPP – CIPP Shall be a homogenous liner assembly located within a lateral service pipe for a specific length, and extending into the main pipe to renew 18-inches of the main pipe including the service connection. The CIPP shall smooth with minimal wrinkling and increase flow rate. The CIPP shall be free of dry spots, lifts, and delaminated portions. The CIPP shall include an engineered taper at each end providing a smooth transition to the host pipe for accommodating video equipment and maintaining proper flow in the mainline. After the work is completed, the installer will provide the owner with video footage documenting the repair and the visual markings identifying the sewer lateral address as completed work. The finished product must provide an airtight/ watertight verifiable non-leaking connection between the main sewer and sewer service lateral.

00412.80 Measurement - Add the following to the end of this subsection:

The quantity of lateral liner assemblies will be measured on a per each basis.

00412.90 Payment - Add the following item(s) to the list of pay items:

(c) Lateral Liner Assembly Each

SECTION 00415 - VIDEO PIPE INSPECTION

Comply with Section 00415 of the Standard Specifications modified as follows:

00415.80 Measurement - Add the following paragraph(s) to the end of item (a) for Mainline Video Inspections:

Measurement will be limited to one (1) post-construction video inspection for each segment of pipe. No measurement will be made for additional video inspections performed, including pre-assessment video inspections, which shall be included in other items of work.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value – See 02001.02 for definition.

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

SECTION 00445 – SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications modified as follows:

00445.00 Scope - Add the following paragraph(s) to the end of this subsection:

This work also includes construction of cleanouts and backwater valves. All materials and procedures shall be consistent with these specifications, current industry standards, and as approved by the Engineer.

00445.11 Materials – The following text shall be added to Item (d) of this subsection: “cleanouts shall be minimum 4-inches in diameter and include fittings of the same material as the pipe, as well as a cast iron two-piece access box slip type standard design with a base corresponding to the size indicated in the plans. Boxes shall be coal-tar painted by the manufacturer using its standard. The cover shall have the work “SEWER” cast in it.

Add the following to the end of this subsection:

(h) Backwater valves – Backwater valves shall be 4-inch diameter flap style backwater valve with top access port designed to allow sewer rodding snake to feed and retract without catching on the gate or valve body. Materials for access port shall conform to cleanout requirements.

00445.80 Measurement – The following text shall be added to Item “(b) Tee and wye fittings” as follows: “no measurement will be made for tee and wye fittings that are used as part of cleanout assemblies”. The text following Item “(c) Slip Joints” shall be revised to read “no measurement will be made for slip joints”.

Add the following item(s) to the end of this subsection:

(k) Sanitary Sewer Lateral – Sanitary Sewer Laterals will be measured on the length basis from the centerline of the main to the point of connection to the existing lateral pipe. No measurement will be made for this item when the distance between the main and the point of connection is less than 3 feet.

(l) Sanitary Sewer Service Cleanout – Cleanouts will be measured on the unit basis.

(m) Sanitary Sewer Service Backwater Valve– Backwater valves will be measured on the unit basis.

00445.91 Payment – Item (e) and associated description following the pay item list shall be deleted. Add the following item(s) to the list of pay items and descriptions:

- (m) Sanitary Sewer lateral..... Foot
- (n) Sanitary Sewer Service Cleanout Each
- (o) Sanitary Sewer Service Backwater Valve Each

Item (m) includes PVC sanitary sewer lateral piping and fittings required to connect new lateral piping to existing laterals. Connections to the sewer main will be paid separately under the appropriate bid items.

Item (n) includes all fittings and materials necessary to construct the cleanouts as detailed in the plans, including pipe, plugs, concrete, and cast iron frame and cover.

Item (o) includes all fittings and materials necessary to construct the backwater and access cleanout, including pipe, plugs, valves, concrete, and cast iron frame and cover.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.45 Steps and Ladders - Replace this entire subsection with the following subsection:

00470.45 Steps - Fasten steps to the manhole walls according to the manufacturer's recommendations and as shown.

00470.90 Payment - Replace the pay item that begins "(d) Concrete Inlets, Type _" with:

(d) Concrete Inlets, Type CG-2 Each

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.10 Materials - Replace the "Precast Concrete Sections" line with the following line:

Precast Concrete Sections 02450

00490.40 General – Add the following to the end of the this subsection.

Existing sewer lines within the project limits generally flow at capacity, with surcharging occurring at some locations on a regular basis. Bypass systems shall be sized accordingly.

Add the following subsection:

00490.50 Manhole Replacement:

The City of Tillamook reserves the right to evaluate existing manholes within the project limits for replacement during construction. Manholes determined to be replaced shall be removed in their entirety conforming to Section 00310. New manhole construction shall conform to Section 00470.

Add the following section:

00490.50 Existing Service Line Connections to New Sanitary Sewers:

Cut existing service lines back to new sewer line, where necessary. Extend existing service lines, where necessary, to new sewer line. Match existing service line pipe size and make transition couplings between dissimilar pipe materials using approved commercial adapters with stainless steel bands. Make connections of existing service lines to new sewers watertight. Connect to new tee.

Do not backfill any connection until it is inspected and approved by the Engineer.

Replace bedding material, as necessary, to prevent settlement of the sewer grade.

00490.90 Payment - Replace the paragraph that begins "Item (f) applies to manholes..." with the following paragraph:

Item (f) includes providing and installing the manholes and all work associated with installing the manholes over existing sewers.

Add the following items:

(j) Service Line Reconnections.....Each

Add the following paragraph to the end of this section:

Item (g) includes connecting new pipes to existing structures, including coring holes, grouting holes, furnishing

and installing boots, and rechanneling existing manhole bases.

Add the following paragraph to the end of this section:

Payment for manhole removal under subsection 00490.50 shall be paid for under Section 00310.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications modified as follows:

00495.40 General - Add the following paragraph(s) to the end of the first paragraph:

The required pavement thicknesses for restoring asphalt pavement are shown in the City of Tillamook standard details.

00495.80 Measurement – Revise the first bullet under this subsection to read:

- 24 inches for pipes less than 36 inches in diameter outside of roadway areas, and 36 inches for pipes less than 36 inches in diameter within roadways.

Add the following to the end of this sub-section: “No measurement will be made for cold patch used to temporarily stabilize the road surface prior to permanent paving.”

SECTION 01170 - POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER

Comply with Section 01170 of the Standard Specifications.

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.10 Corrugated Polyethylene Pipe - Replace this subsection, except for the subsection number and title, with the following:

02415.10 Corrugated Polyethylene Pipe - Furnish corrugated polyethylene pipe meeting the following requirements and listed in the QPL:

Corrugated polyethylene drain pipe.....	AASHTO M 252
Corrugated polyethylene culvert pipe.....	AASHTO M 294, Type S or D
Corrugated polyethylene storm sewer pipe.....	AASHTO M 294, Type S or D

The allowable nominal inside diameter of corrugated polyethylene pipe is as follows:

Corrugated polyethylene drain pipe.....	Up to 24"
Corrugated polyethylene culvert pipe.....	12" - 60"
Corrugated polyethylene storm sewer pipe.....	12" - 60"

Furnish watertight joints for corrugated polyethylene pipe meeting the requirements of ASTM D3212 and be listed in the QPL when used for culvert or storm sewer. Furnish soil tight joints for corrugated polyethylene drain pipe.

SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

02440.30 Hot Poured Joint Filler - Replace this subsection, except for the subsection number and title, with the following:

Furnish hot poured joint filler from the QPL and conforming to the requirements of ASTM D6690, Type II.

02440.40 Gaskets for Concrete Pipe and Precast Manhole Section Joints - Replace this subsection, except for the subsection number and title, with the following:

- (a) **Preformed Flexible Joint Sealant** - Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.
- (b) **Rubber Gaskets** - Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

02440.70(b) Rubber - Replace this subsection, except for the subsection number and title, with the following:

Provide rubber water stops to the dimension shown and conforming to the requirements of ASTM C923, ASTM C1478, or ASTM F2510 as appropriate for the specific structure and pipe types.

SECTION 02450 – MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

02450.30 Metal Frames, Covers, Grates, and Ladders - Replace this subsection with the following subsection:

02450.30 Metal Frames, Covers, Grates, and Steps – Comply with the following:

Projects on State Highways		
Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 306	Class 35 B
Inlet frames and grates	M 306	Class 35 B
	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

All Other Projects		
Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 105	Class 30 B
Inlet frames and grates	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

Fabricate steps for manholes from structural steel having a minimum yield strength of 28,000 psi and galvanized according to AASHTO M 111 (ASTM A123).

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

SECTION 02690 - PCC AGGREGATES

Replace Section 02690 of the Standard Specifications with the following Section 02690:

Description

02690.00 Scope - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

02690.01 Definitions:

Coating - Foreign or deleterious substances found adhering to the aggregate particles.

Detrimental Materials - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

Nominal Maximum Size Of Aggregate - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

Materials

02690.10 Materials - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

02690.11 Alternate Grading - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

02690.12 Acceptance of Aggregate - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

(a) **Aggregate Gradation** - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

(b) **Non-specification Aggregate Gradation** - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

02690.20 Coarse Aggregate:

(a) **Harmful Substances** - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	-	T 113	1.0
Material passing No. 200 sieve	-	T 11	1.0
Wood Particles	TM 225	-	0.05

(b) **Soundness** - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

(c) **Durability** - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	
Abrasion	–	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	–	30.0% Max.
Sediment Height	TM 208	–	3.0" Max.

(d) **PCC Paving Aggregate** - In addition to requirements above, comply with the following:

(1) **Fracture** - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2) **Elongated Pieces** - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

(e) **Grading and Separation by Sizes for Prestressed Concrete** - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

(1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

Table 02690-1

Maximum Nominal Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4
3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

(2) The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

Table 02690-2

Sieve Size	Separated Sizes					
	1" - No. 4	3/4" - No. 4	3/4" - 1/2"	3/4" - 3/8"	1/2" - No. 4	3/8" - No. 4
Percent Passing (by Weight)						
1 1/2"	100	–	–	–	–	–
1"	90 - 100	100	100	100	–	–
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	–	–	0 - 15	–	85 - 100	–
3/8"	15 - 40	20 - 50	–	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	–	–	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

(f) **Grading and Separation by Sizes for Other Concrete** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-3

Gradation of Coarse Aggregates

Sieve Size	Combined*	Separated	Separated	Separated
	Sizes 1 1/2" - No. 4	Sizes 1 1/2" - 3/4"	Sizes 1" - No. 4	Sizes 3/4" - 1/2"
	Percent Passing (by Weight)			
2"	100	100	—	—
1 1/2"	90 - 100	90 - 100	100	—
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	—	85 - 100
1/2"	—	—	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	—	—
No. 4	0 - 5	—	0 - 10	—
No. 8	—	—	0 - 5	—
No. 200	**	**	**	**

* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

** See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

Table 02690-4

Gradation of Coarse Aggregates

Sieve Size	Separated	Separated or	Separated	Separated
	Sizes 3/4" - 3/8"	Combined Sizes 3/4" - No. 4	Sizes 1/2" - No. 4	Sizes 3/8" - No. 8
	Percent Passing (by Weight)			
1"	100	100	—	—
3/4"	90 - 100	90 - 100	100	—
1/2"	20 - 55	—	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	—	0 - 5	0 - 5	0 - 10
No. 16	—	—	—	0 - 5
No. 200	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

02690.30 Fine Aggregates:

(a) **Different Sources** - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

(b) **Harmful Substances** - The amount of harmful substances shall not exceed the following limits:

Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

(c) **Soundness** - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

(d) **Organic Impurities** - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

- (e) **Sand Equivalent** - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.
- (f) **Sand for Mortar** - Sand for mortar shall conform to the requirements of this Section.
- (g) **Grading** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-5

Gradation of Fine Aggregate*

Sieve Size	Percent Passing (by Weight)
3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

[END OF CONTRACT and SPECIFICATIONS DOCUMENT]